

TIPS VENDOR AGREEMENT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

171001 Audio Visual Equipment, Supplies and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Fees for this award are 2%.

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 2. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Bonding

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Construction Projects (when applicable)

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

Addendum #4 RFP 171001 Audio Visual Equipment, Supplies and Services

TIPS Admin Fee schedule for this RFP has been changed and is now 1% on all sales under the contract for goods AND services.

TIPS Vendor Agreement Signature Form

RFP 171001 Audio Visual Equipment, Supplies and Services

Company Name New England Systems and Software Inc.

Address 33 Holly Lane

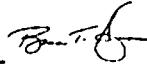
City Lake George State NY Zip 12845

Phone 518-377-4057 Fax 518-377-3673

Email of Authorized Representative BrianH@NESSNetworks.com

Name of Authorized Representative Brian T. Hogan

Title Vice President / Secretary

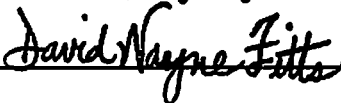
Signature of Authorized Representative Brian Hogan
I attest to the accuracy and integrity of
this document
0005-12:57:52 2017.11.14 

Date 11/14/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 12/15/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689	Department		Department Building
Fax		Building		Floor/Room
Bid Number	171001 Addendum 4	Telephone	+1 (866) 839-8477	Telephone
Title	Audio Visual Equipment, Supplies and Services	Fax	+1 (866) 839-8472	Fax
Bid Type	RFP	Email	bids@tips-usa.com	Email
Issue Date	10/5/2017 08:00 AM (CT)	Floor/Room		
Close Date	11/27/2017 03:00:00 PM (CT)			

Supplier Information

Company New England Systems and Software Inc.
 Address 33 Holly Lane

 Lake George, NY 12845
 Contact Brian Hogan
 Department
 Building
 Floor/Room
 Telephone (518) 377-4057
 Fax (518) 377-3673
 Email brianh@nessnetworks.com
 Submitted 11/27/2017 02:42:36 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Brian Hogan Email brianh@nessnetworks.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
10/30/17	Anticipated Schedule of Award or Related Events	The Anticipated Schedule of Award or Related Events addendum reflected a January 2017 award date and is hereby corrected to change from January xx, 2017 to 2018.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Integrated Video and Encoding Systems. For the past 30 years, NESS has provided Complete solutions for the transmission and display of Audio and Video in classroom and government settings. NESS manufactures a dedicated classroom encoding system called the Studio-To-Go, installed in Schools across the country. As well as representing world class vendors to provide complete solutions.
6	Primary Contact Name	Primary Contact Name	Brian Hogan
7	Primary Contact Title	Primary Contact Title	MR
8	Primary Contact Email	Primary Contact Email	brianh@nessnetworks.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5183774057
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5183774057
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5183774057
12	Secondary Contact Name	Secondary Contact Name	Brian Hogan
13	Secondary Contact Title	Secondary Contact Title	MR
14	Secondary Contact Email	Secondary Contact Email	MeredithD@NESSNetworks.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5183774057
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5184247872
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Brian Hogan
19	Admin Fee Contact Email	Admin Fee Contact Email	brianh@nessnetworks.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5183774057
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Brian Hogan
22	Purchase Order Contact Email	Purchase Order Contact Email	brianh@nessnetworks.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5183774057
24	Company Website	Company Website (Format - www.company.com)	www.nessnetworks.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	14-1662031
26	Primary Address	Primary Address	33 Holly Lane
27	Primary Address City	Primary Address City	Lake George
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	New York
29	Primary Address Zip	Primary Address Zip	12845
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Encoder, Video, Audio, Decoder, Display, Projector, Screen, Transmission, LCD, LED,
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No

33	Company Residence (City)	Vendor's principal place of business is in the city of?	Schenectady
34	Company Residence (State)	Vendor's principal place of business is in the state of?	NY
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will	Yes

not be considered.

43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	15
45	Years Experience	Company years experience in this category?	30
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.

FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.

I swear and affirm that the above is true and correct by a "YES" response.

51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

Do you have any conflicts under this statutory requirement?

52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?

53 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes

54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

59 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

60 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

61 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

62	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

67 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 71 Alternative Dispute Resolution Yes, I Agree
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

78 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

82	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Schenectady City School District	James Leupold	LeupoldJ@Schenectady.k12.ny.us	(518) 858-5883
West Seneca Central Schools	Jeff Pacer	jpacer@wscschools.org	(716) 677-3686
Chappaqua Central Schools	Joshua Culwell-Block	JoBlock@ccsd.ws	(914) 238-7208
Schoharie Fire Department	John Wolfe	rsipitfire@gmail.com	(518) 496-7784
NYS Thruway Authority	Allan Bressette	Allan_Bressette@Thruway.state.ny.us	(518) 471-4441

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District, if known:
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name / Description:</p> CFDA Number, if applicable: _____	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> \$ _____	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	<p>b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI):</p> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<p>11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply)</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Brian T. Hogan
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: _____
(Name of Corporation)

I, _____ certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

SIGNATURE

DATE

**Notice to Vendors Conflict of Interest
Disclosure Statements Texas Local
Government Code, Chapter 176 for Education Service Center and TIPS**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the District **if an employment or business relationship or family relationship exists** between the vendor and a local government officer ("LGO") of the District or a family member of the LGO. **THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176.** Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

A vendor is required to file a completed Form CIQ if the vendor has a business relationship with ESC Region 8 and TIPS (TIPS) and:

1. has an employment or other business relationship with a Local Government Officer ("LGO") of TIPS or a family member of the LGO;
2. has given a LGO of the District, or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the District.

Form CIQ must be filed with the appropriate District records administrator:

1. Not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the District; or
 - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
 - (B) that the vendor has given one or more gifts described above; or
 - (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

Local Government Officers (LGOs) of the Education Service Center Region 8 and TIPS as of September 01, 2016, include:

1. **Members of the Education Service Center Region 8 and TIPS Board of Trustees:** current list found at http://www.reg8.net/106311_2
2. Executive Director: Dr. David Fitts
3. **An employee of Education Service Center Region 8 and TIPS** who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. a list may be found at http://www.reg8.net/80336_2

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), upload the with your proposal.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name _____

Print name of authorized representative _____

Signature of authorized representative _____

Date _____

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Brian T. Hogan as an authorized representative of

New England Systems and Software Inc., a contractor/vendor

Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

11/15/2017

Signature of Named Authorized Company Representative

Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

New England Systems and Software Inc.

Name of company expressly waiving confidential status of material

Brian T. Hogan

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

33 Holly Lane Lake George NY 12845 518-377-4057

Address City State ZIP Phone

108 Education Dr,
Schenectady, NY 12303,
USA
42.798281°, -73.939271°

Qualified HUBZone

Designations [Show Details](#)

Census Tract

Printable Version Share Map

Qualification is valid for today: Nov 27, 2017

Legend

Qualified HUBZones

- Census Tract
- County
- Indian Land

Expiring HUBZones

- Redesignated
- Disaster Area
- Closed Base Area

Map data ©2017 Google | Terms of Use

Maintenance Descriptions

New England Systems and Software does not currently offer 2/4 Hour response for all areas of the US. Two hour response can be offered on a case by case basis, depending on proximity to service locations, including those of the manufacturers utilized in a given project.

Other response options are available which meet or exceed routine maintenance requirements. They are outlined according to each Category and Section on the following pages.

Additional customized maintenance options are available for large installations with specific needs.

Escalation Procedures during Maintenance

At any time during a maintenance call, an end user may request to speak with a supervisor if it is felt that adequate service is not being provided. After the time period for resolution has passed, automatic escalation occurs with the New England Systems and Software organization and to any upstream component manufacturers as may be required.

Critical Component Availability

Critical components for New England Systems and Software systems are kept at a centralized location. Critical component storage is available as an option to larger customers based on the specific needs relative to their maintenance contract, unless otherwise noted.

New England Systems & Software, Video Systems Maintenance Descriptions

New England Systems and Software will provide alternate maintenance options to those outlined in maintenance services section. The descriptions of these maintenance options are described below. Plans can be customized to meet specific customer expectations.

Routine Maintenance will be available. Additional maintenance options will be available based on specific manufacturer support options.

Group service plans are offered as 1-year, 2-year or 3-year plans. Service Plans ordered with new equipment are billed with the shipment of the equipment and payable net thirty (30) days after shipment of equipment. Service plan or service plan renewals ordered for equipment already installed are billed immediately upon acceptance and payment is due on receipt of invoice. All Service Programs are purchased for a single, pre-approved location and circuit system. Service plans must be purchased within the 1-year hardware warranty period. After 1 year, if a service plan is purchased, then re-certification of the equipment is required.

NESS Technical Support: All NESS service plans include access to NESS Technical Support staffed from 7 a.m. to 5 p.m. EST Monday through Friday (except NESS holidays) for problem isolation. To use NESS Technical Support, customers need to call 518-377-4057. Callers must provide the system/board serial number, describe the difficulties being experienced and any system diagnostic information. Calls will be routed to a Technical Support Representative who will either respond live or call the customer back. In the event that a service plan is not elected by the end-user, then NESS' standard support will be implemented including hourly rate charges of \$190/hour (1-hour minimum). Billing beyond one hour will be in quarter-hour increments.

The following conditions apply when calling NESS Technical Support:

- ◆ End-user must provide the NESS system and/or codec board serial number when placing a service call.
- ◆ End-user is required to provide ISDN access or an IP Address for all NESS products covered under a service plan to aid in troubleshooting problems.
- ◆ End-user is required to assist the Technical Support Engineer with remote diagnostics.
- ◆ Any information about the computer and peripherals that are installed with NESS equipment should be provided, including the network and any other devices in use. If known, any information about the equipment prior to the trouble should be provided, i.e., was the equipment relocated, was the network and /or devices working before the trouble began.

I. Basic Service Plan - Phone Support and Next Day Parts

Phone Support: The Basic Service Plans for Group Systems are available as 1-year or 3-year plans. Basic Service for Desktop are available as 1-year plans. The Basic Service Plan includes access to NESS Technical Support staffed from 7 a.m. to 5 p.m. EST Monday through Friday (except NESS holidays) for problem isolation. To use NESS Technical Support, customers should call 518-377-4057. Customers must provide the system/board serial number; describe the difficulties being experienced and any system diagnostic information. Calls will be routed to a Technical Support Representative who will either respond live or call the customer back. This program requires customer to assist the Technical Support Representative with remote diagnostics.

Software Updates: This plan provides for on-going software support and updates including maintenance releases and patches for NESS products. Customers receive "non-chargeable" software enhancements and updates, which are not hardware dependent. The fee covers prepaid shipping of software updates to the customer. Customer is required to install new software where applicable.

Next Day Parts: This plan provides in-flight swap part replacement. If NESS Technical Support determines that a replacement part is needed, NESS is responsible for shipping a like-for-like replacement part within 24 hours of verified end-user shipment and contact information and issuance of an RMA number. The customer

is required to pay for the shipment of the faulty part back to NESS upon receiving an RMA number except in the event of a Dead On Arrival (DOA). If a product is deemed DOA (failing to perform within 30 days of date of shipment from NESS), NESS will be responsible for shipping costs to return product to NESS' facility. NESS will issue an invoice to the customer for the replacement part that was sent after 10 days if the defective part has not been returned.

II. Premium Service Plan – Phone Support, Next Day Parts, On Site Technician (best effort), Software Subscription (1st year only).

The Premium Service Plans for Group Systems are available as 1-year or 3-year plans. Premium Service Plans for Desktop are available as 1-year plans only. Premium Service provides comprehensive support coverage for the 48 contiguous United States and Canada. The Premium Service Plan includes access to NESS technical support, a software subscription and next-day replacement parts. In addition, the Premium Service Plan provides for an onsite NESS service technician dispatched within 3 business days if the service call comes in at or before noon (calls received after noon may require an additional day). The NESS technical support person may determine that an onsite technician is necessary if NESS fails to resolve the problem over the phone or if an internal part replacement is required (excluding software). On-site arrival will be dependent on travel requirements and other elements outside of NESS' control (i.e., airline delays, weather conditions, etc.). This program requires the customer to assist the NESS Technical Support Representative with remote diagnostics. The Premium Service Plan also includes NESS installation. If the Premium Service Plan is not required, installation can be purchased separately.

III. Installation

General Information: Installation is offered for sites in the Continental United States and Canada only. (U.S. sites outside the 48 states may require additional expense; please contact NESS Sales Office for quote.) The appropriate network connection must be installed and operational in the room where the equipment is to be located before a NESS performed installation is scheduled. If this requirement is not met, end-user will be charged \$190/hour for the time and travel required to make additional site visits or for additional time on site. Prior to scheduling the NESS installation, a site survey must be completed by the customer. Failure to complete the survey will cause a delay in scheduling the installation. Upon NESS' receipt of the completed site survey, the NESS installation coordinator, installer and customer agree to an installation date. The standard lead-time for dispatching an installer is 10 business days once the completed site survey is received by NESS.

What's Included: Installation includes the unpacking the NESS product and installation in the desired location. Installation will include a test call to an appropriate location (using IP Addresses for IP installations or over ISDN for ISDN installations).

IV. Packaged Support for Class B and C Products

SRV-PK-B Packaged Support for Class B/C Products, Telephone and Replacement

Telephone support calls answered within 4 hours, Replacement Parts Shipped within 7 business days of receipt of defective part or component.

SRV-PK-NBD Packaged Support for Class B/C Products, Telephone and Replacement, Next Business Day Parts

Telephone support calls answered within 4 hours, Replacement Parts Shipped within 1 business day of receipt of defective part or component.

SRV-PK-NBD-ONSITE Packaged Support for Class B/C Products, Telephone and Replacement, Next Business Day - On-Site Technician

Telephone support calls answered within 4 hours, Engineer dispatched within 1 business day with replacement parts.

V. Per Event Services

Telephone Technical Support: In the event that a service plan is not elected by the end user, but NESS telephone support is needed, then NESS' standard support will be implemented including hourly rate charges of \$190/hour (1 hour minimum). Billing beyond one hour will be in quarter-hour increments. Telephone support is provided by NESS Technical Support on a per-call basis. To use NESS Technical Support, customers call 518-377-4057. This service is available Monday through Friday, 7AM to 5PM EST, excluding NESS holidays.

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NESS Support Plans

Basic Service

Includes:

- Phone access to NESS Support Engineers 8 x 5, Monday - Friday
- Next Day Parts Replacement, problem identified by 5pm EDT, replacement part will be sent over night for next morning delivery
- Software Updates: Maintenance releases and patches

Premium Service

Includes:

- Phone access to NESS Support Engineers 8 x 5, Monday - Friday
- Next Day Parts Replacement, problem identified by 5pm EDT, replacement part will be sent over night for next morning delivery
- Software Updates: Maintenance releases and patches

Plus:

- Software Subscription – Major and Minor Releases
- On Site Technician - After problem determination by NESS TAC

Basic Installation:

Includes:

Placement

- Unpacking and inspecting the equipment at your site
- Placing the equipment in a designated conference room or rack

Assembly

- Inserting and connecting system components
- Verifying firmware configuration and parameters
- Performing appropriate diagnostics to verify proper operation

Connection

- Connecting cables
- Verifying telecommunication line(s)
- Powering up equipment
- Loading system software
- Loading IP address (es), for IP transport all required firewall ports will be configured to allow this traffic

Testing

- Testing basic configuration including IP connectivity for devices
- A test call to an appropriate location (using IP Addresses for IP installations or over ISDN for ISDN installations) will be made to ensure connectivity

Acceptance

- Verifying that the equipment meets installation specifications. Obtaining your designated representative's sign-off of completion
- The end-user will be shown how to perform the basic functions of dialing a call, adjusting the camera, adjusting the audio volume, and hanging up a call.
- Includes final configuration documentation

STANDARD LIMITED WARRANTY

NEC DIGITAL CINEMA PROJECTORS

NEC Display Solutions of America, Inc. (hereafter NEC) warrants this product (excluding the lampⁱ) to be free from defects in material and workmanship under the following terms.

WARRANTY LENGTH:

NEC's Starus NC series projectors (excluding the filterⁱⁱ) are covered by a one (1) year limited parts and labor warranty from the date of delivery.

WHO IS PROTECTED

This warranty may be enforced only by the first purchaser, and is not transferable.

WARRANTY COVERAGE

Except as specified herein, this warranty covers all defects in material or workmanship in this product. NEC's LIABILITY FOR ANY DEFECTIVE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AT NEC'S OPTION. REPLACEMENT PARTS OR PRODUCTS MAY BE NEW OR 'LIKE NEW'. All parts or products removed under this warranty become the property of NEC. The replacement part or product is warranted for the remainder of the original limited warranty period or thirty days from shipment, whichever is longer.

NEC will pay material expenses and shipping charges to deliver covered items to site of defective product.

NEC WARRANTY DOES NOT COVER:

The following items are not covered by the limited warranty and NEC shall not be liable for:

1. Any product which is not purchased from NEC or an authorized NEC Dealer.
2. Any product on which the serial number has been defaced, modified or removed.
3. Damage, deterioration or malfunction resulting from:
 - a. Accident, misuse, abuse, neglect, improper or insufficient ventilation, fire, dust, smoke, water, lightning or other acts of nature, unauthorized modifications, or failure to follow NEC's operating, maintenance or repackaging instructions.
 - b. Lamps. This warranty does **NOT** cover damage caused by lamp failure (i.e. explosion). Please consult lamp manufacturer for warranty information. A list of NEC approved lamps may be found at www.necdisplay.com/supportcenter/
Customer assumes all liability and responsibility for using unapproved lamps.
 - c. Repair or attempted repair by anyone other than a NEC-authorized service technician.
 - d. Any shipment of the product (claims must be presented to the carrier).
 - e. Improper removal or installation of the product.
 - f. Any other cause which is not related to a product defect.
4. Any accessories used in connection with the product.
5. Service required as a result of third party components.
6. Removal or installation charges.
7. Costs associated with dispatching a technician to customers' location for on-site repair. On-site visits and/or travel expenses associated with product repair and/or maintenance are the sole responsibility of the customer.
8. Costs of technical adjustments, set-up, maintenance, or adjustment of user controls.
9. Shipping and related charges incurred in returning the parts or product for warranty repair to NEC. NEC will invoice customer for items not returned within 30 days.
10. Duties, taxes and related charges for replacement parts or products shipped outside of the U.S.A or Canada.

TO OBTAIN WARRANTY SERVICE

1. Consult the dealer from whom you purchased the product or contact NEC by visiting www.necdisplay.com/supportcenter/ for the latest supportⁱⁱⁱ number.
2. The serial number and model number must be provided to obtain warranty service. You may also be required to describe and demonstrate the problem to your dealer or to NEC.
3. To obtain warranty repair, it shall be the customer's obligation and expense to do one of the following:
 - a. Arrange for an on-site visit by an NEC authorized service technician. All costs associated with an on-site visit (technician time, travel expenses, etc.) are the customer's responsibility.
 - b. Ship the product, freight prepaid, or to deliver it to an NEC authorized service center, in either the original package or a similar package affording an equal degree of protection. **ALL PRODUCTS RETURNED TO NEC FOR SERVICE MUST HAVE PRIOR APPROVAL.** Please contact NEC to obtain approval.
4. In the event it is determined that there is no product defect or that the product condition is not covered by this limited warranty, a diagnostic service fee may be charged to the customer.

LIMITATION OF IMPLIED WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, NEC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS AND DURATION OF THIS LIMITED WARRANTY.

EXCLUSION OF DAMAGES

NEC's LIABILITY FOR ANY DEFECTIVE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AT NEC'S OPTION. NEC SHALL NOT BE LIABLE FOR:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THIS PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, COMMERCIAL LOSS; OR
2. ANY OTHER DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHERWISE WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR NEGLIGENCE, EVEN IF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

STATE LAW MAY RELATE TO YOUR WARRANTY

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

FOR MORE INFORMATION, CONTACT:

NEC Display Solutions of America
500 Park Blvd., Suite 1100
Itasca, IL 60143
TELEPHONE (630) 467-3000
www.necdisplay.com

ⁱ NEC lamps are covered by a separate limited warranty. Third party lamps are covered by the respective manufacturer's warranty.

ⁱⁱ Filters are warranted against defects in material and workmanship for thirty days from the date of delivery.

ⁱⁱⁱ NEC technical and customer support is available in English only.

Limited Warranty

ViewSonic® Limited Warranty

(Current Production Models. U.S.A. and Canada Only)

What the warranty covers:

ViewSonic warrants its products to be free from defects in material and workmanship during the warranty period. If a product proves to be defective in material or workmanship during the warranty period, ViewSonic will, at its sole option, repair or replace the product with a similar product. Replacement Product or parts may include remanufactured or refurbished parts or components. The replacement unit will be covered by the balance of the time remaining on the customer's original limited warranty. ViewSonic provides no warranty for the third-party software included with the product or installed by the customer.

How long the warranty is effective:

1. ViewSonic LCD computer display products carry a three (3) year limited warranty for parts, labor and LCD backlight. In order to receive warranty service, proof of purchase of the ViewSonic product is required. To obtain warranty service, please contact ViewSonic Customer Support.
2. ViewSonic LCD desktop display products are warranted with our LCD Pixel Performance Guarantee. Through this limited warranty, you are guaranteed high-quality screen performance with no more than a total of three (3) improperly operating pixels and no more than two (2) bright or two (2) dark pixels.
3. ViewSonic projectors are warranted for three (3) years from the date of first consumer purchase for parts and labor and one (1) year limited lamp warranty. Lamp warranty is subject to terms and conditions, verification and approval. Applies to manufacturer's installed lamp only. All accessory lamps purchased separately are warranted for 90 days.
4. ViewSonic LCD TV display products are warranted for one (1) year for parts, labor and LCD backlight.*
5. ViewSonic PC products are warranted for one (1) year for parts and labor.
6. ViewSonic ViewPad® products are warranted for one (1) year for limited parts and labor. ([Learn More](#))
7. ViewSonic ePoster Products are warranted for one (1) year from the date of first consumer purchase for parts and labor.*
8. ViewSonic networking products are warranted for one (1) year for parts and labor.
9. ViewSonic Commercial Display products are warranted for three (3) years from the date of first consumer purchase for parts and labor.*
10. ViewSonic accessory products carry limited warranties. See the product page for additional detail by model.
11. All ViewSonic refurbished "B" grade products carry a ninety (90) day limited warranty on parts and labor.
12. All ViewSonic refurbished "C" grade products are sold "As Is" and carry a thirty (30) day DOA policy for direct buy customers only.
13. No warranty on AS-IS C-stock for end users.

* 42" and larger ePoster, LCD TV and Commercial Display Products require On-site services in U.S. and Canada. Service may not be available in locations 40 miles outside a major metropolitan area. In the event repairs cannot be performed on-site, you may be required to ship/transport your covered product to a designated repair center.

Who the warranty protects:

This warranty is valid only for the first consumer purchaser.

What the warranty does not cover:

- Any product on which the serial number has been defaced, modified or removed.
- Damage, deterioration or malfunction resulting from:
 1. Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
 2. Repair or attempted repair by anyone not authorized by ViewSonic.
 3. Damage to or loss of any programs, data or removable storage media.
 4. Software or data loss occurring during repair or replacement.
 5. Any damage of the product due to shipment.
 6. Removal or installation of the product.
 7. Causes external to the product, such as electric power fluctuations or failure.
 8. Use of supplies or parts not meeting ViewSonic's specifications.
 9. Normal wear and tear.
 10. Failure of owner to perform periodic product maintenance as stated in User Guide, such as cleaning of user-cleanable projector filters.
 11. Any other cause which does not relate to a product defect.
 12. Damage caused by static (non-moving) images displayed for lengthy periods of time (also referred to as image burn-in).
 13. Damage to, or abuse of, the coating on the surface of the display through inappropriate cleaning as described in product User Guide.
- Removal, installation, and set-up service charges, including wall-mounting of product.

How to get service:

- For information on obtaining warranty service, please visit our [support center](#).
- Your unit must have a Returned Material Authorization number (RMA#) assigned by our Support team.
- Please be prepared to provide the below information when obtaining an RMA# for service:
 1. The serial number of the product.
 2. A copy of the dated sales slip.
 3. Your name.
 4. Email address
 5. Phone number.
 6. Your ship to address,
 7. A description of the problem you are experiencing
 8. Security access information (user name and Password) if service is for a mobile or wireless device in order to access the device and perform warranty service.
- You may ship the product prepaid in the original container, with the associated accessories, to ViewSonic or any ViewSonic authorized service center, referencing your RMA#.
- ViewSonic is not responsible for any returned product without an assigned RMA.
- ViewSonic is not responsible for any damages in transit by your shipper.
- Insurance of the returning product is recommended should you experience any transportation claim from the carrier you select.
- For additional information or the name of the nearest ViewSonic service center, please [contact us](#).
- ViewSonic is not responsible for any returned product without an assigned RMA.

Limitation of implied warranties:

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Exclusion of damages:

VIEWSONIC'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT.

VIEWSONIC SHALL NOT BE LIABLE FOR:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT,
2. DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. ANY OTHER DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
4. ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

Effect of local law:

This warranty gives you specific legal rights, and you may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Sales outside the U.S.A. and Canada:

For ViewSonic products sold outside the U.S. and Canada, contact your ViewSonic dealer or your region for more warranty information and service for your country. Look up [our locations](#) here

ViewSonic's Industry leading

[Desktop Monitor](#)

[Pixel Policy](#)

Click Here for the

[Smart Display](#)

[Limited Warranty](#)

Company Profile



New England Systems is an independent technology and video systems integration firm. Since 1984, we have planned, designed, and managed hundreds of K12 technology projects. We concentrate on providing the best possible solution to a client's requirements. Not cookie cutter off-the-shelf solutions. This independence allows us to specialize in appropriate needs based technology and bring creativity and flexibility in designing the most appropriate technology solutions for your district. In addition to our own branded systems we have relationships with some of the best manufacturers in the business.

Audio/Visual Networked Systems Design

- Distance Learning
- Lecture Halls
- Board Rooms
- Multimedia Classrooms
- Videoconferencing
- Integrated Content Management Systems
- Facility Analysis and Design
- AV Networking and Streaming (H.264, WM, MPEG etc.)
- Content Integration (Discovery/You-Tube Etc.)
- Bid Specification Development

Technology Planning & Management

- Technology Assessments and Audits
- Needs Assessment and Feasibility Studies
- Multi-year Technology Plans
- Financial Plans and Optimization of Aid
- Strategic Planning
- Project Management
- Technology Lifecycle Budgeting
- Network Infrastructure Design
- Hardware/Software/Network Procurement
- Cost-to-Benefit Analyses of Telecom Options

Business Philosophy

- Establish firm schedules and meet deadlines
- Communicate honestly, openly, and frequently with clients
- Maintain a knowledgeable and well-trained staff
- Keep abreast of the latest technology and look forward to future developments
- Only take on projects that are within our areas of expertise



Your Classroom is now the Universe!

New England Systems is a technology integration company focused on K12 technology integration and support for school districts.



New England Systems and Software Inc.

1100 Altamont Avenue
Mitchell Drive
Schenectady, NY 12303

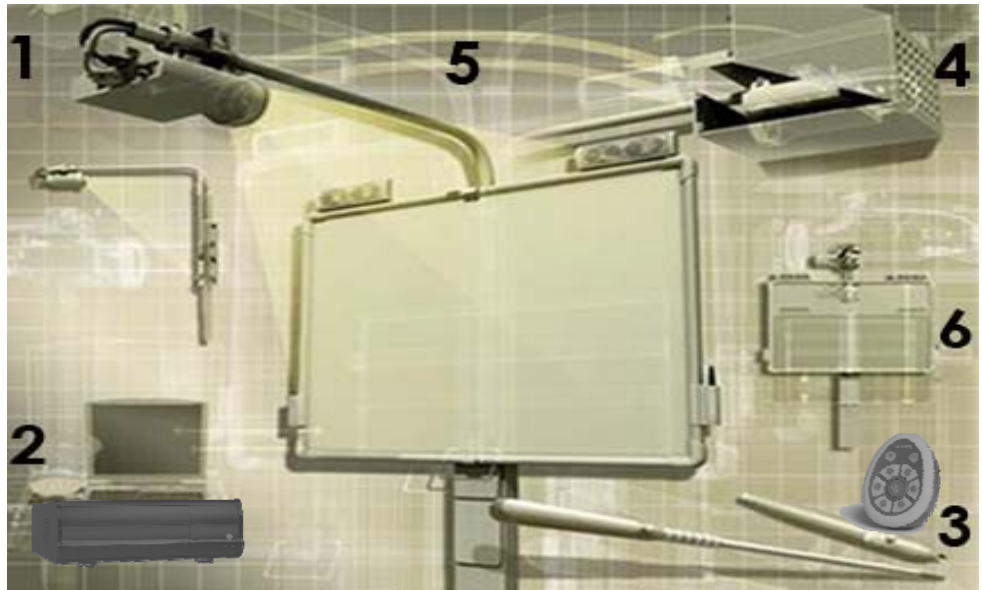
Phone: 518-377-4057
Fax: 518-377-3673
E-mail: info@NESSNetworks.com
www.NESSNetworks.com

21st Century Classroom

The classroom of the 21st century will have at its core, a set of technologies that will integrate technology and learning at a very basic level. Modern learning aids such as audio, video, conferencing, interaction and sound reinforcement will be available all day, every day in each classroom.

This classroom will comprise a basic set of technologies local to each room, as well as a set of highly available learning and storage tools available from the data center.

It is not a question of whether this model will be the norm, *but when*.



- | | | |
|---|---|--|
| 1] Short Throw Projection and Video Conference Camera | 3] Interactive White Board and Real-Time Assessment tools | 5] Sound Reinforcement |
| 2] Video Conference Enabled Teacher Workstation. | 4] District Content Database and Core Applications | 6] Web Enabled applications and remote access. |

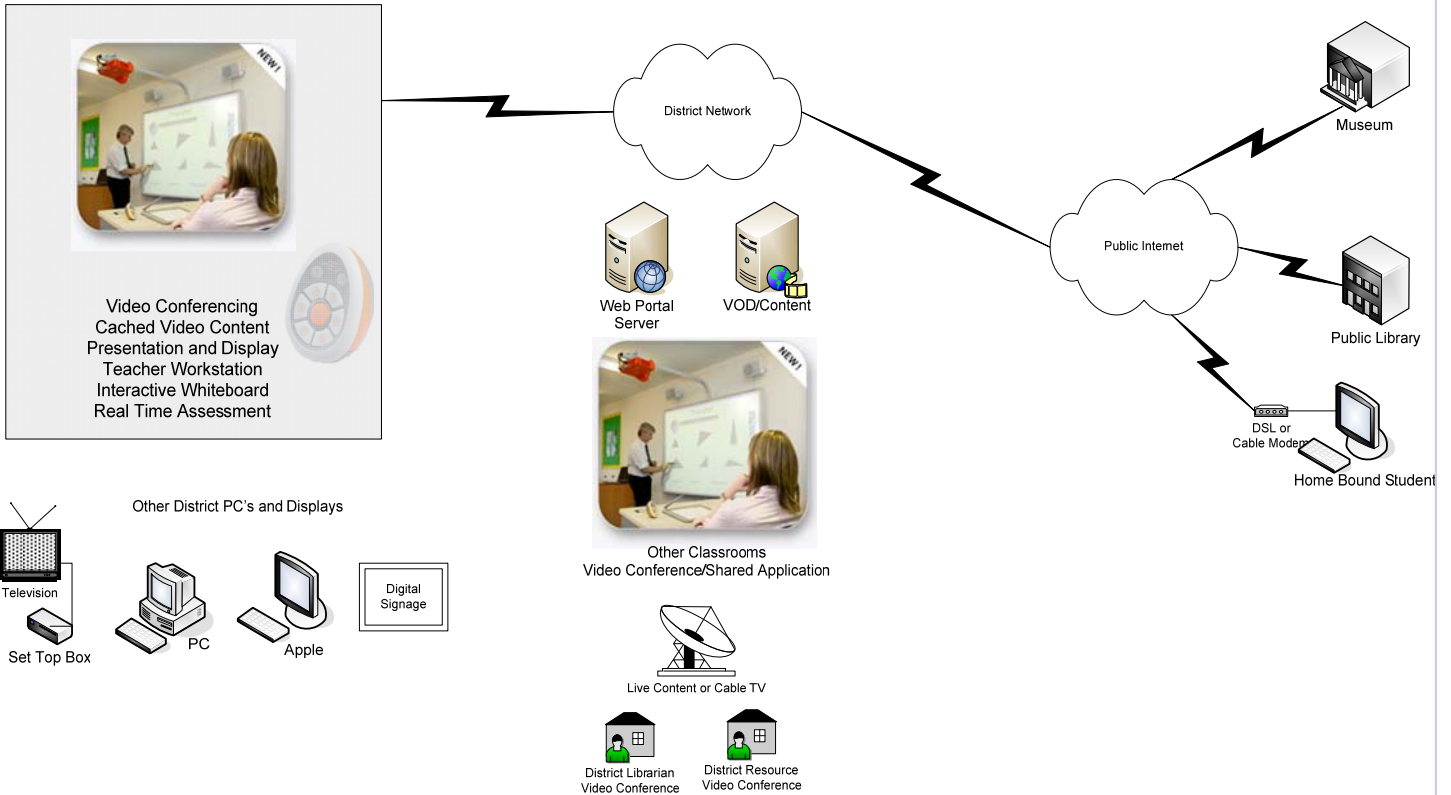
Core Set of Classroom Functions Provided

- Interactivity (White Board)
- Continuous Assessment
- On Demand Video Conferencing (Internal and External)
- Stored Video and Content Access
- Web Access
- Video Capture, Storage and Editing

Classroom

District Resources

Remote Clients and Resources



The scenario outlined above depicts the integration of the classroom components , district servers and remote access necessary for a true integrated classroom. This infrastructure provides a complete toolset necessary to deliver world class creation, presentation and collaboration for the classroom of the 21st century.

A rich set of content support from Video to complete lesson plans is available to jump start the process.

One of the largest on-line learning communities in the world is included as part of the teacher support mechanism.

The solution can be tailored to meet the needs of districts already having some components installed.

All components, as well as the complete solution are available from NESS on NYS OGS Contract. Please contact your salesperson or integrator for details.

Preferred Vendor Partners

The following vendors have been tested and verified to perform as a totally integrated solution.

Each has a strong commitment to the K12 market place and is a leader in their respective field. All products are standards based, meaning that your solution will have no compatibility issues.



SchoolStation 5

Studio-2-Go

Portable Live Event System

'TURN-KEY' AND PORTABLE SOLUTION FOR,
TRANSMITTING AND RECORDING PRESENTATIONS,
MORNING ANNOUNCEMENTS, COMMENCEMENTS
SPORTING EVENTS, PLAYS ETC.



*Single integrated
solution for the
simultaneous
recording and
broadcasting of
events on your
internal network or
the Internet.*

- Increase Process Participation
- Create Digital Event Archives
- Storage to Allow 'Off-Time' Viewing
- Portability for Different Venues
- Simple No-PC Operation
- Digital Video Camera and Tripod
- Travel and Storage Case
- Training and Support
- Available on State Contract

The system consists of all the pieces needed to record and transmit any meeting or presentation in REAL-TIME over your school Internet connection.

Delivers perfectly synchronized, one touch audio and video. Complete audience polls, embed in web pages and transmit to a reflector site for unlimited participation.

Simply go "online" and your audience can view your live presentation without complexity. Presentations can be recorded with a push of a button and for later viewing, allowing those that could not attend to view the presentation.

Standard file formats allow editing and upload to your web server. Or to YouTube[®]!



Specifications

Audio

- Integrated Wide Band Microphone
- Full control of audio input and encoding type
- Unbalanced/Balanced Inputs
- Input for DVD or PC

Video

- Camera with Optical/Digital Zoom
- Adjustable LCD Display
- Local Recording Capability
- Sturdy Tripod
- Cables and Power Supply
- Direct YouTube^R File Creation from Camera



Web Encoding and Archiving

- Simple Toggle Switches with LED Operation for Transmit and Record
- Live Streaming for up to 200 Users with a full 37Mbps of throughput.
- *Unlimited* users with inbound/outbound Reflector connection
- Options for Windows Media, MPEG4 and H.264 Transmission in Real Time
- Internal Hard Drive for Record and Playback Video on Demand
- User selectable resolution in both 4:3 and 16:9 Formats
- Multiple Streams, Bit rates from 20Kbps to 4Mbps with multi-stream support
- Closed Captioning Support
- Built In Web Server and FTP Server
- Publishing Point Options
- Simultaneous Unicast and direct Multicast Streaming
- Automatic program guide



Storage and Travel Case

- Ballistic Nylon over Solid Case Construction
- Detachable Shoulder Carry Strap
- Storage for Notebook Computer and other user supplied accessories
- Lockable for Security

Services

- Included Quick-Start Guide
- Additional Packages based on requirements.

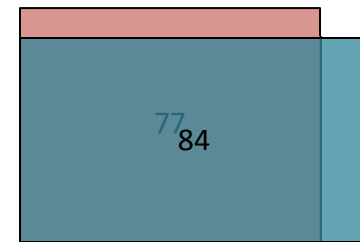
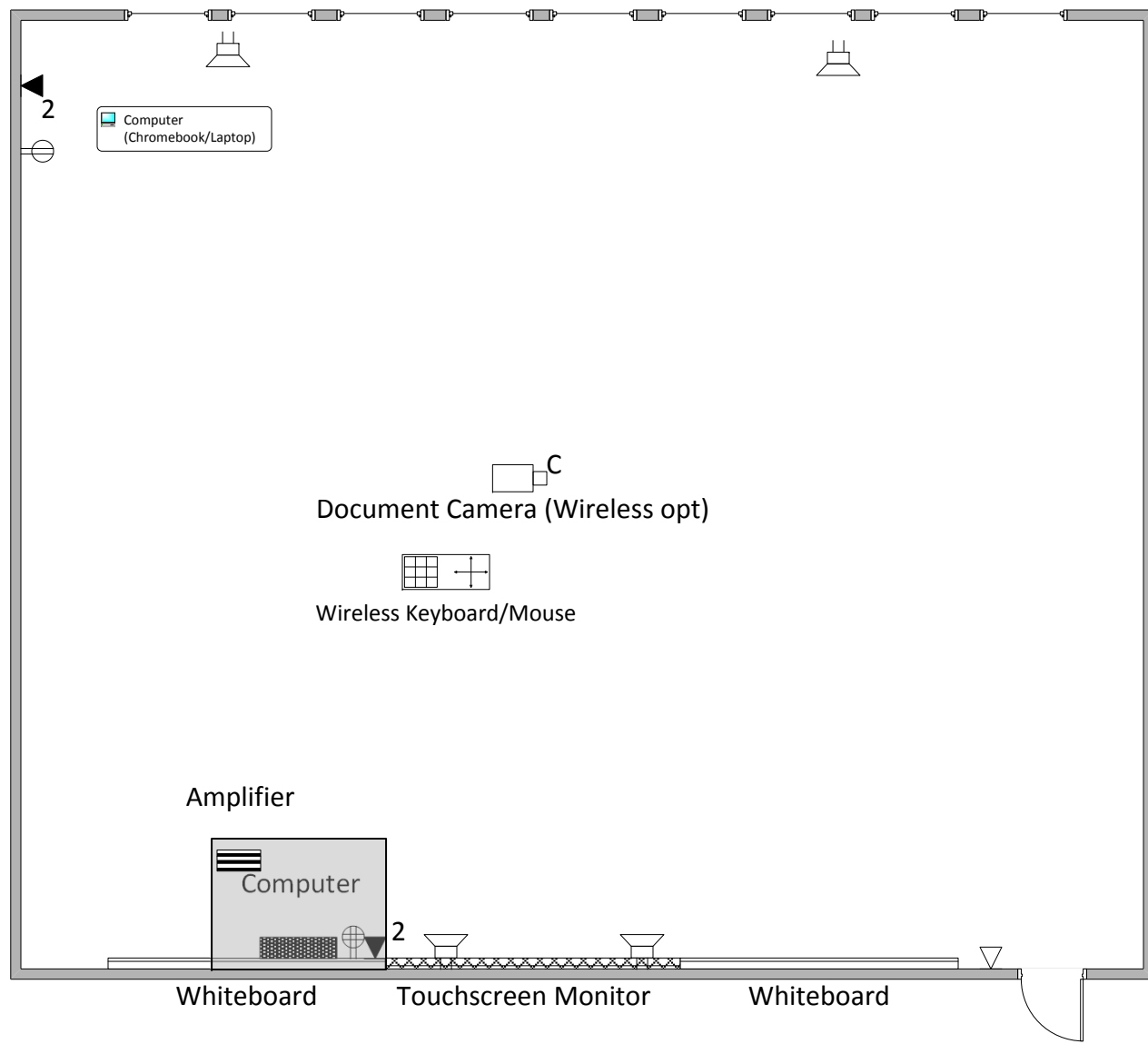
Options

- Wired and Wireless Microphones
- 12Volt DC Battery System for Car or Remote Use
- Speakers, Amplification and Mixing
- Camera Options including Multi-Camera
- VOD Storage and Retrieval
- Web Based Video Management System

Note: Specifications are sub to change without notice

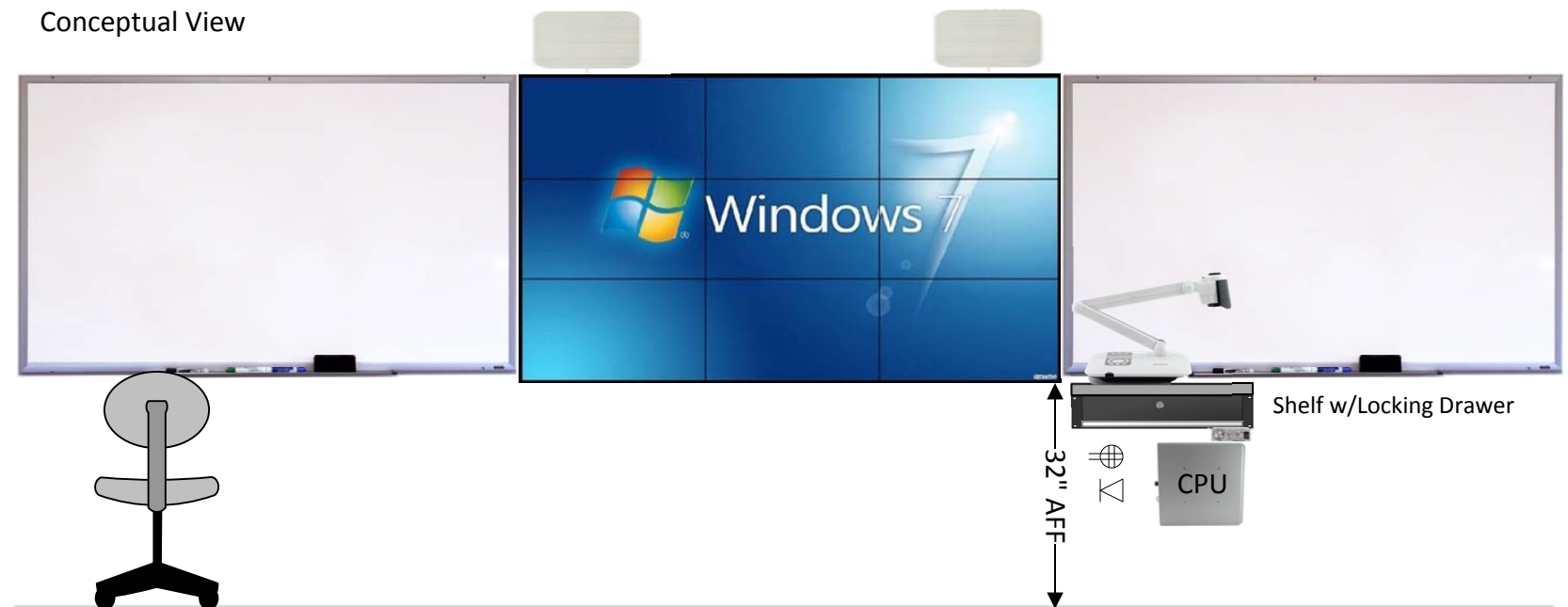


33 Holly Lane
Lake George, NY 12845
(518) 377-4057
Info@NESSNetworks.com
www.NESSNetworks.com
NYS Contract PT64443



Relative Size Comparison
v Existing Smartboard

Conceptual View



Notes:

1. Minimum resolution of Monitor 3840x2160 (4K) w/10Pt Multi Touch
2. Computer to be secured to wall below Touch Monitor. Cables to be routed behind monitor. Sufficient access to be left to USB and sound ports.



33 Holly Lane
Lake George, NY 12845
www.NESSNetworks.com

**Touch Based Classroom
Typical Design**

12/18/14

Brian Hogan



SchoolStation 5M



Easy to use, cost-effective, unmatched quality, compatibility with state of the art video communication equipment: The NESS SchoolStation is the right choice to bring Visual Communication to every classroom.

HD Visual Communication

The SchoolStation 5M is NESS's newest group conferencing system that combines the versatility of a high-performance multimedia platform with high-quality videoconferencing. Utilizing the newest H.264 video standard, and clear, crisp audio, the SchoolStation 5 brings users face-to-face with the people and organizations they need to be in touch with.

The SchoolStation 5 incorporates advanced data conferencing capabilities, allowing you to turn any videoconference into a fully interactive workgroup meeting with the click of a button. As a multimedia workstation, your SchoolStation 5 investment can be utilized throughout the working day, even when it's not in a videoconference. The SchoolStation 5 is part of NESS's total rich media conferencing solution, which enables seamless communication and collaboration using all forms of interactive media.

Supporting all major visual communication standards, and can be seamlessly integrated into every visual communication network.

Professional Full-HD video conferencing and Telepresence for Classrooms

- ✓ Provides High Definition video quality using advanced video processing
- ✓ Integrated TV Tuner with video capture and recording
- ✓ Native 4:3, 16:9 wide screen and Dual Monitor display support
- ✓ Web Integration
- ✓ 3 Party Calling (MCU)
- ✓ Advanced streaming and recording capabilities
- ✓ DVD Playback and CDRW Recording built-in
- ✓ QOS architecture for advanced Quality of Service (QoS) over IP
- ✓ Advanced data sharing capabilities using H.239 and Screen Share
- ✓ Skype Capable



In the Box

- ✓ High Performance Workstation with DVD, Media and Video Inputs
- ✓ Dual Purpose Video Conference and High Resolution Document Camera
- ✓ Group Microphone
- ✓ Teacher Monitor
- ✓ Wireless Keyboard and Mouse
- ✓ Adjustable Rolling Cart System

SchoolStation 5M Specifications

User Interface

Windows 10 Professional Base System
Resizable GUI
Web integration (click on a link to call)
Address Book with presence indication Calls List (quick switch to All, Incoming, Outgoing, Missed) Automatic Update over Internet Extensive logging providing detailed user problem reports Realtime graphical statistics for quick problem diagnosis Support for multiple languages (English, Italian, German, Spanish) Call recording, playback and export in Windows Media Video (WMV) format

Call Control

2 independent lines Call hold and call transfer 3-party continuous presence multi-conference without external equipment

H.323

Compliant with ITU-T H.323v4, H.225v13 Call Control (H.450.2) H.239 Presentation (up to 1280x768) Far End Camera Control (H.224 + H.281) Call party by E.164 number, H.323 Alias or IP (no Gatekeeper required) Gatekeeper auto discovery and automatic re-registration

SIP

RFC compliancy:
RFC-2396, RFC-2543, RFC-2617, RFC-2822, RFC-2833, RFC-2976, RFC-3260, RFC-3261, RFC-3264, RFC-3265, RFC-3311, RFC-3420, RFC-3428, RFC-3515, RFC-3581, RFC-3550, RFC-3856, RFC-3859, RFC-3860, RFC-3863, RFC-3891, RFC-3960, RFC-3984, RFC-4488, RFC-4961, RFC5168, Draft-ietf-sip-183-00, Draft-roach-mmusic-sip-provisional-media-00, draft-rosenberg-imp-pidf-00, draft-ietf-sipping-cc-transfer-09

Support for DTLS-SRTP Media Encryption:

draft-ietf-sip-dtls-srtp-framework, draft-ietf-mmusic-sdp-capability-negotiation, draft-ietf-avt-dtls-srtp, RFC-4347 (Datagram TLS), RFC-3711 (SRTP)

Support for advanced SDP (RFC-4566) and extensions:

RFC-3984, RFC-4573, RFC-4587, RFC-4629, RFC-4796, RFC-4855

Data, Application and Presentation

- **H.224 + H.281:** Far End Camera Control (FECC) Compliant with RFC-2326 (client only)
- **H.239 presentation up to 1280x768** (emulated in SIP with RFC-4796):
- Multiple monitors support
- Transmit an application window or the entire desktop as a separate realtime video stream (speaker live stream is still visible) 4x high-quality antialiasing
- **VideoSharing mode** when H.239 is not available: Use the standard video channel to send the presentation instead of the speaker live stream compatible with all endpoints supporting video calls

Audio

G.711 μ -law, A-law

G.722.1 Annex-C (Polycom® Siren14™, 32 KHz super wide-band) Full duplex, high-quality Acoustic Echo Canceller Full duplex Audio

Options

- High Performance Classroom Audio with Teacher and Student Microphones
- Classroom Amplifier and Speakers
- Fixed and movable Camera Options
- Interactive Boards
- Assessment tools
- High Definition Cameras

Video

H.264: 1080p, 720p, 4CIF, CIF, QCIF, SQCIF @ 30 fps max

- Up to 2 Mbps in High Definition (1920x1080)
- H.239 up to 2Mbps at WXGA resolution (1280x768)
- Automatic “quality vs. CPU load” dynamic adjustment

H.263: 4CIF, CIF, QCIF, SQCIF @ 30 fps max

- Implemented annexes: Annex-D, E, F
- Automatic “quality vs. CPU load” dynamic adjustment

H.263+ (adding the following features to H.263):

- Supported annexes: Annex-I, Annex-J, Annex-S, Annex-T
- RFC-4629 (ex RFC-2429) RTP media packetization

H.261: CIF, QCIF @ 30 fps max

- Up to 2 Mbps
- Automatic “quality vs. CPU load” dynamic adjustment

Camera support:

- Standard webcams
- High-Definition webcams and HDMI capture boards at resolutions up to 1920x1080
- Video input aspect ratio is automatically detected and adjusted to fit the output aspect ratio

Network and Quality of service (QoS)

Automatic bandwidth control, **adaptive to network condition**
Support **asymmetric input/output bandwidths** (e.g. ADSL), up to 2 Mbps RX + 2 Mbps TX Configurable port ranges for signaling and media protocols

Static NAT support

Systems with multiple IP are supported Automatic or manual IP address selection is available Configurable **DIFFSERV** code

Hardware System

- Windows 10 Based System Unit
- 8GB RAM
- Hard Drive
- CD/DVD Writer
- TV Tuner with Video Input
- Multi-Format Media Reader
- Multi-Monitor Support (DVI/VGA)
- Wireless Keyboard/Mouse
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How to successfully incorporate new interactive technologies into the classroom

Our school's experience yielded five best practices to follow

By *Jim Culbert*

We know that it's no longer possible to prepare students for the real world and provide an excellent education without integrating technology into the classroom.

At Duval County Public Schools (DCPS) in Jacksonville, Fla. – the 20th largest school district in the nation – our mission is to deliver educational excellence in each classroom and school, every day, to give all our students a chance at success. This includes using technologies to facilitate interest in learning.

Our educators had been using tools such as projectors and interactive whiteboards in classrooms for years, but there was no real across-the-board standard for our schools' core classroom equipment.

Additionally, the equipment we had was aging. Projector bulbs were starting to dim and teachers would have to turn off lights to use them, which does not energize students. Some of the interactive whiteboard software was out of date, and not all schools had the funding to upgrade outdated equipment.

Our superintendent, Dr. Nikolai Vitti, gave us the opportunity to put new technology in, and worked to secure the funding. This presented a two-fold challenge: update and standardize our interactive classroom technologies while also being mindful of the taxpayer dollars used to fund the investment.

DCPS needed something that was easy to operate and affordable enough to be standard across all classrooms, but that was also innovative enough to change the landscape of the classroom and create a more active learning space – something that a teacher could use for the whole class as well as in small groups.

We determined that touchscreen displays would meet these requirements and chose NEC Display Solutions' 55-inch V552 and 65-inch V652 displays with touch overlays.

Five Best Practices

We had success using the following best practices for implementing new interactive display technologies into schools:



Keep an open mind. We asked school administrators and teachers what they were looking for in a touchscreen technology to ensure we hit the mark, and narrowed it down to four vendors that each submitted a proposal to make sure we had enough options to choose from.

Ensure ease of use. The displays we chose have software built in that uses native drivers within Windows. The fact that we don't need to worry about software anymore is huge – these displays give us plug-and-play functionality, which eliminates any future issues with outdated software and the costs of upgrading.

Allow portability. Teaching doesn't only happen at the front of the classroom – it also happens on the sides and at the back. We purchased the displays bundled with media carts to make them portable, allowing them to move around classrooms as needed.

Learn from the past. Previously, our schools had been using portable interactive whiteboards, but if the boards were ever bumped or jarred, they would go out of calibration and it would take time to recalibrate them. The calibration issues were eliminated with the display and cart bundle – and we also were able to use the monitors as one piece of equipment to replace both projectors and interactive whiteboards.

Test out the tech. We deployed the monitors in middle schools first, because our experience is that teachers of that population have more flexibility to change the way they do things. Middle school students can be especially restless, and we've been successfully using blended learning centers to keep them interested, giving students the opportunity to learn with the monitors as well as one on one with the teacher.

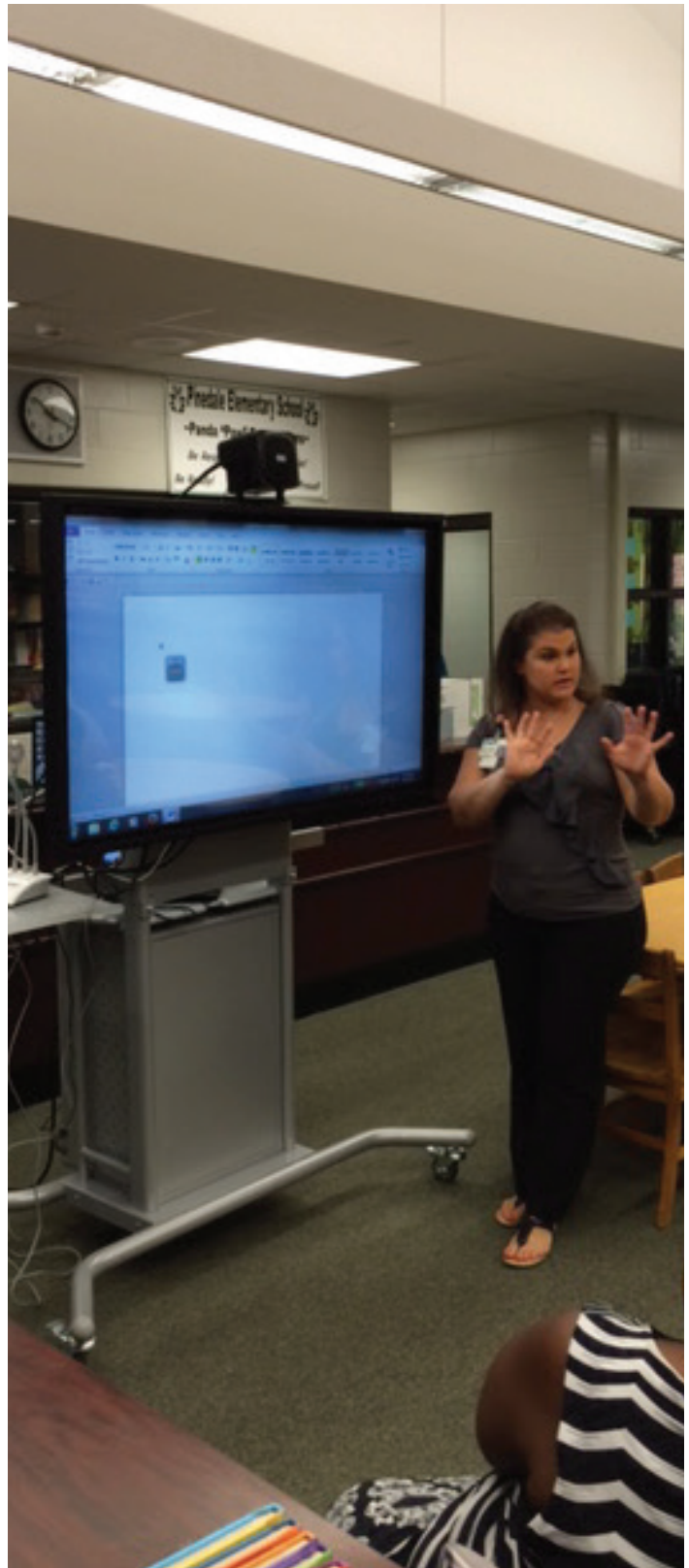
DCPS' Results

DCPS now has 2,500 interactive displays across our schools, and we plan to have an interactive display in all core classrooms in each of our 45 secondary schools for the 2016-2017 school year. So far we've tripled the number of interactive devices in student hands thanks to our superintendent, who was supportive of our goals.

"In order to better serve our children's learning needs, it was imperative to make district-wide updates to our classroom technology," Dr. Vitti said. "Today's children think and learn through technology, and we needed to provide teachers with the tools to accomplish that. Touchscreens provide a direct interactive connection with our curriculum, and that is important for students to experience."

Feedback from students and teachers has been positive, and we plan to continue to grow student use of the monitors. At DCPS, we believe that using interactive displays to facilitate learning will help us in our quest to set students up for success, giving them the best possible opportunities, and new ways to learn and grow.

Jim Culbert is executive director of IT for DCPS technology services.



ELEMENTS OF A VISUAL COMMUNICATIONS PLATFORM



SOLUTIONS FOR K-12

Discover Video delivers solutions that help meet the unique needs of the K-12 school environment, from supporting the flipped classroom and BYOD to delivering video morning announcements and providing priority alerts to teacher and staff. K-12 schools use our solutions to deliver graduations, sports, and other live events on the Internet to family and friends.



SOLUTIONS FOR HIGHER-ED

Discover Video enables colleges and universities to capture their lectures and deliver them to students on campus, in dorms, or at home – allowing them to review materials and learn at their own pace. In addition, Discover Video solutions can be used to stream major events or provide school information via digital signage on campus.



SOLUTIONS FOR GOVERNMENT

Discover Video helps local, state, and federal government by providing the tools needed to stream video in real-time to audiences internally, shared between organizations, or to the public over the Internet. Our solution is ideal for delivering government meetings to constituents live or on-demand.



SOLUTIONS FOR CORPORATE

Discover Video enables companies to deliver secure corporate communications, product and compliance training, and more to everyone within in an organization. From the HQ, to the home office and even to the mobile devices of employees on the go, Discover Video improves communication.



SOLUTIONS FOR HEALTHCARE

Discover Video provides a solution that allows everyone in an organization to stay up-to-date, even remote locations, by allowing them watch live training or the recorded training on-demand when they can't be there in real-time. Our solutions are used for clinical skills assessment and Grand Rounds to help educate future medical professionals.



CAPTURE

Discover Video provides a variety of video encoders for live streaming and recording. They allow you to deliver video from smartphones, tablets, or computers using our high quality encoding software.



Streamsie Pro and Streamsie iOS

App for smartphones, tablets, PCs, and Macs to record and stream live. Use with internal cameras or connect to webcams or professional cameras with our Captiva adapters.



Rover

A lightweight mobile streaming system that incorporates Streamsie Pro encoder onto a powerful laptop computer with an HDMI adapter for capturing and streaming video and VGA.



Spirit

Quiet operation makes this high performance desktop system ideal for permanent installations that require HD quality. Great for boardrooms, lecture halls, media centers, and TV studios.



StreamEngine

StreamEngine for delivering up to 16 video sources from one encoding platform. Ideal for internal cable TV distribution or 24x7 webcasting.



Mantis® and Hornet

Self-contained appliances for live HD streaming from cameras or other video sources. Great for applications with DEVOS, ARCUS, or third-party streaming services.

MANAGE & DELIVER

The DEVOS content management system is the center of the Discover Video visual communications platform. It serves as a central storage and management hub for all your captured video content, storing it securely in an easily searchable database and enabling it to be sent to any display type.



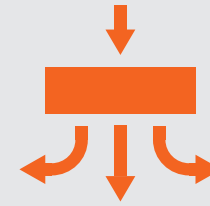
DEVOS has 3 configurations

- 1) **On Premises:** Install software on your own, purchase a DEVOS Rack Server-16, or for small organizations a DV Express.
- 2) **Cloud:** Fully hosted expandable storage.
- 3) **Hybrid:** On premises and cloud.



ARCUS CDN

Discover Video's subscription-based online streaming service delivers video over the Internet to a virtually unlimited number of viewer's computers and mobile devices. Perfect for delivering live events, 24x7 streaming, and video on demand.



StreamPump®

Branch office cache replicates live and video on demand content to save bandwidth.

USES

Discover Video's visual communications platform provides easy-to-use and scalable products for managing and delivering your streaming video content securely to viewers across your own network or over the Internet. Easily combine these products to create a hybrid solution that will enable you to reach your audience anywhere in the world.

- Live streaming of video, audio, and presentations
- Event webcasts to record and distribute meetings, lectures, events
- Video on demand
- Digital signage to display news, announcements, and schedules
- Live presentation sharing with audience chat, questions, and polling, and ability to send email invitations and monitor viewing
- Cable TV streaming with custom channel guide
- Video training/lessons with ability to insert questions and receive feedback
- Priority alert for emergency notifications
- Viewer tracking/statistics
- Learning path to enable structured online courses for training or education
- Secure delivery to computers and mobile devices

DISPLAY

The power of Discover Video is in its ability to cost effectively and efficiently deliver live and on-demand video to audiences wherever they are on almost any video enabled device.



Desktop Mac, PC & Chromebook

Live and on-demand video can be delivered to computers on the local network or over the Internet without the need for special software.



Mobile Smartphones and Tablets

Easily stream live and on-demand video to Apple devices, such as iPhones® and iPads®, as well as to Android™ tablets and smartphones.



IPTV

Enable any television, monitor, or video projector to access and play live and on-demand HD or SD video using the Discover Video Set Top Box (STB) or a special add-on for the Roku® player. Dynamic TV Channel Guide allows for easy program navigation.



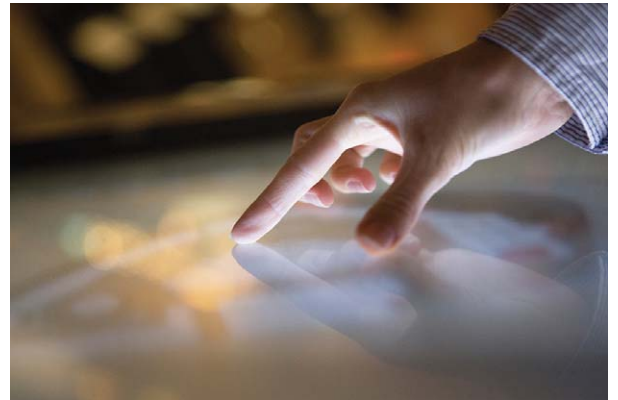
Digital Signage

Add live and recorded video as well as images, RSS feeds, and PowerPoint/Google slides to your digital signs for a more rich and engaging message. Options for displaying digital signage include: SignStick-2 or Media Player.

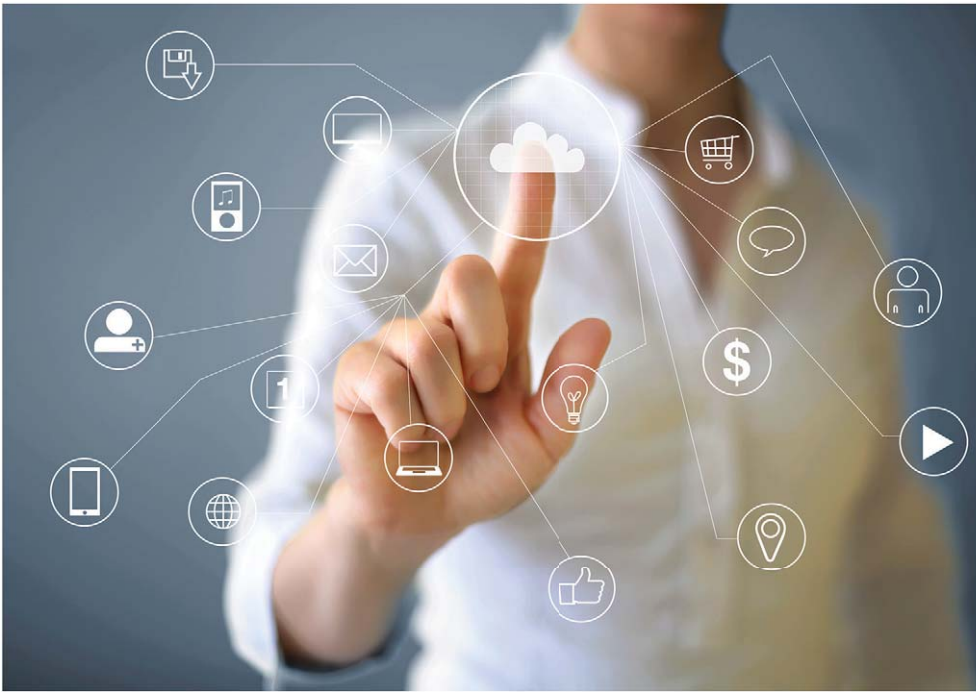


digital signage
software

interactive
design



room
signs



better tools for engagement

Visix designs, develops and supports a suite of technologies that allows you to create, import and manage your organizational communications from anywhere and to deliver messages, media and alerts to virtually any endpoint.

We offer digital signage software, interactive wayfinding, room sign solutions and applications for targeted messaging to desktops and personal devices. Each of our products works independently or can be integrated into scalable deployments from single displays to large networks.

We aim to provide everything needed for engaging communications, including software, hardware, content design, and multi-tier service and support options to help you manage and maintain your visual communications systems.

Go to Visix.com today for detailed specifications, and to request a demo or quote.



page 3 . About Visix

We're here to help you inform, excite and engage your audience



page 4 . AxisTV Enterprise Digital Signage

Create, manage and deliver communications across your organization



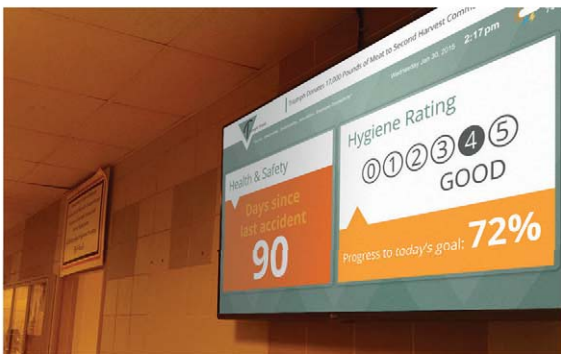
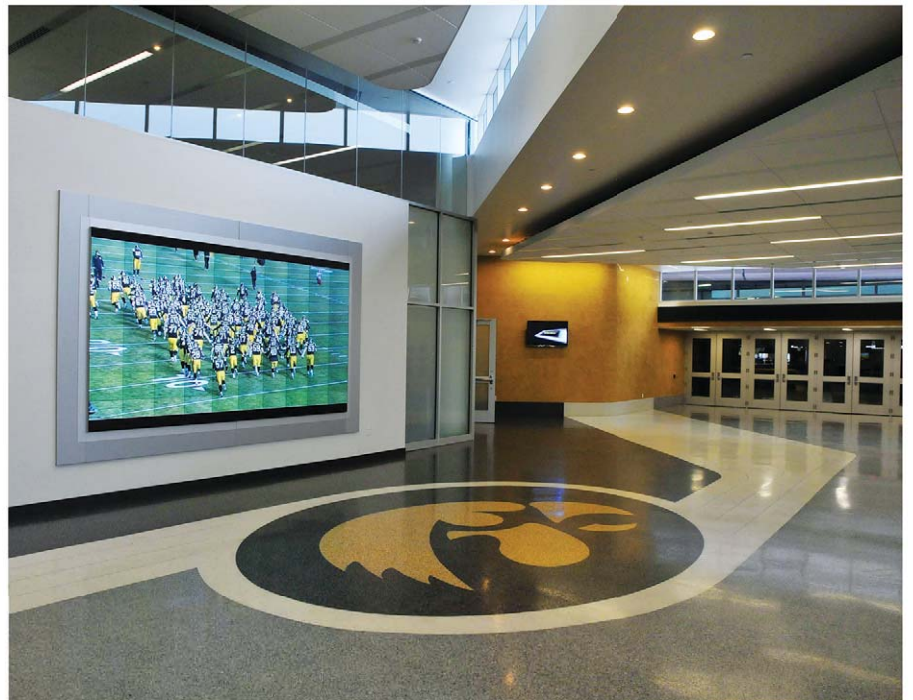
page 8 . Creative Services & Interactive Designs

Look sharp and involve the viewer with custom interactive and branded content



page 12 . MeetingMinder™ Room Signs

Our interactive and electronic paper room signs keep everyone on track





enterprise digital signage software

Create, manage and deliver unified visual communications across your organization.

AxisTV content management software publishes messages, media and important updates to displays, desktops, room signs, webpages and smartphones throughout your facility, across campus or to multiple locations in different cities.

Because it's browser-based, AxisTV gives a virtually-unlimited number of participants the access and freedom to create and schedule content across your network from anywhere in the world.

AxisTV uses intuitive menus, simple wizards and step-by-step instructions to guide users through a streamlined process to publish content. Creating a message is as simple as filling out a form; instructive prompts make importing media files a breeze; and calendar-based daypart scheduling simplifies publishing.

People with minimal design and technology experience can create engaging messages using AxisTV tools and templates or easily import graphics and media from other sources like PowerPoint.

AxisTV licensing is scalable to the number of players you need, and you can add a variety of plugins to maximize your options. With basic training and mid-tier IT support, you can get your screens online and start publishing content the same day.

- User-friendly, browser-based interface
- Templates for controlled formatting
- Supports a wide variety of multimedia
- Live data integration (XML, Excel, SharePoint, and more)
- Layout editor for multi-zoned content and tickers
- Hot spots for kiosk to interactive content
- CAP-compliant triggers for alert notifications
- Active Directory authentication
- Free updates with a Software Support & Maintenance Subscription

AxisTV can be delivered as software only, as a pre-imaged PC solution, or hosted in the cloud.



Intuitive Tools

AxisTV Design provides an intuitive, powerful design environment for creating messages, templates and layouts right on your desktop.

This robust application lets you place design elements exactly where you want them with timesaving tools that make it simple to build stunning content to capture your audience's attention.

Because AxisTV Design runs on the desktop, users can create content offline when they need to and synchronize with the system once they're connected to the network. You can share publishing authority with multiple users or set up an approval process to limit access.

- Drag-and-drop widgets
- Guides and rulers with snap
- Layer control for elements
- Flexible workspace sizing
- Design offline and sync



Local or cloud synchronization



Template Design



Layout Design

Easy Management

Once your content is in AxisTV, use our intuitive controls to schedule and manage your messages. The calendar scheduler allows for dayparting, and designating an end time ensures that messages are retired from your playlist automatically.

AxisTV also has management tools for backgrounds and content, players and displays, and overall system settings. System administrators can view reports and can even effect global changes using our software's Alert Mode to override scheduled playlists and deliver critical notifications.

CAP-Compliant Alert Triggers

AxisTV's Alert Mode lets you override scheduled content with just a few clicks – supplant all messages on the entire system or choose specific players to override for local alerts.

You can activate manual alert overrides using the software interface, or we provide multiple ways for integrated third-party systems to automatically trigger your alert notices. External systems can include mass notification and text messaging services, emergency notification systems, public address systems, and others.

Four ways to trigger an AxisTV alert notice:

Manual



CAP



API



Email





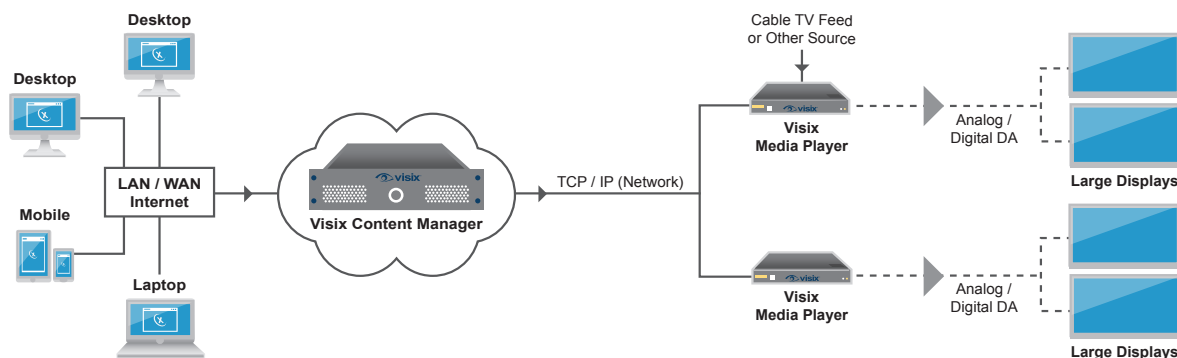
Bundled Solutions

AxisTV has three components: the AxisTV software, a content manager, and any number of media players. Authorized users access the content manager and software tools through their LAN/WAN or the internet via our friendly web interface to create, manage and schedule content.

Messages are grouped in playlists that are published over a TCP/IP network and cached on chosen media players to feed displays at scheduled times and intervals.

Visix media players reside on your network as appliances outputting audio and video to as many displays as you like. They support static and dynamic IP addresses. Remote updates and diagnostics allow maximum accessibility to deliver information quickly.

You can send separate playlists to select media players from a single content manager, letting you target individual locations with the communications they need.

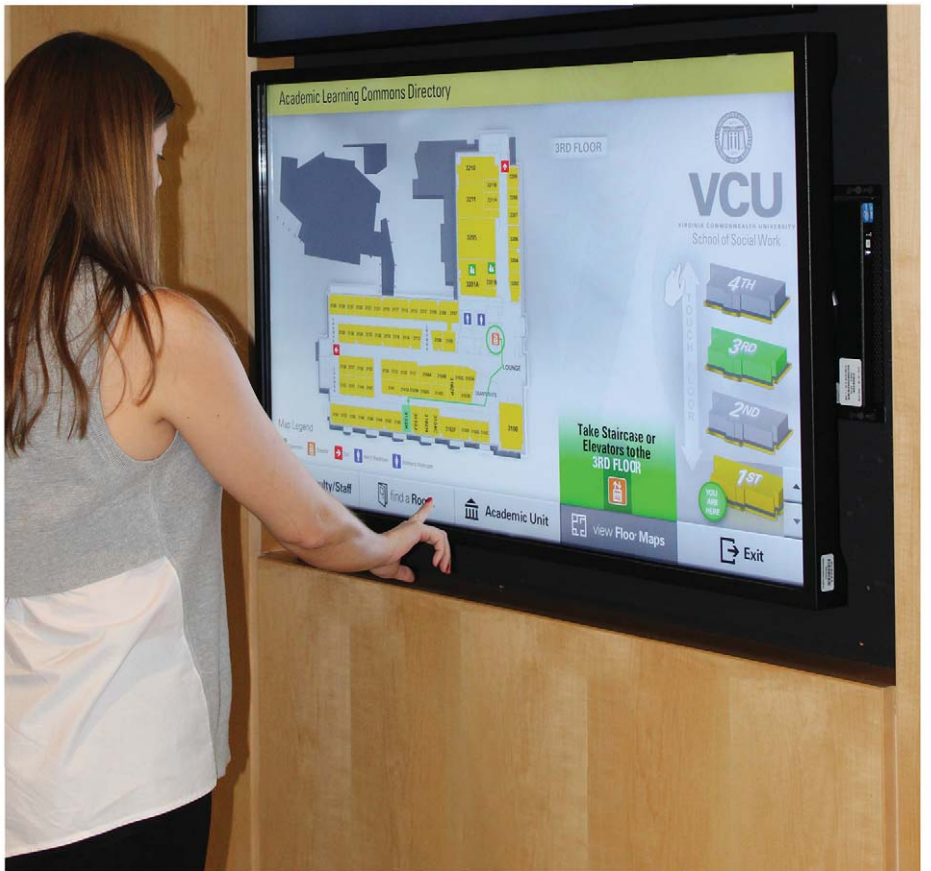
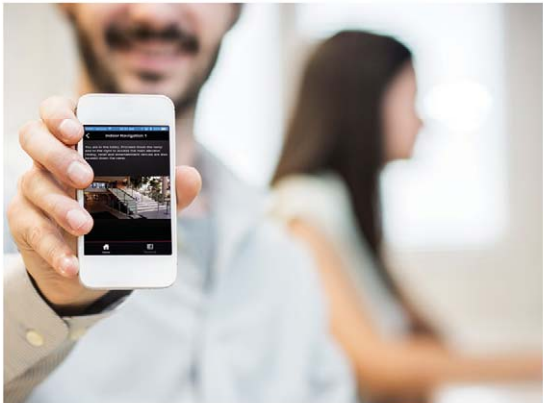
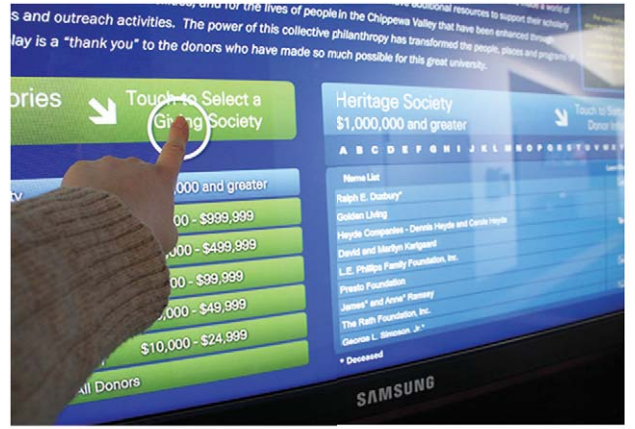


Unlimited Endpoints

AxisTV publishers are optional plugins that let you send digital signage messages beyond displays to thousands of endpoints you already own.

- Desktop Messenger - send messages to desktops as a graphic in a pop-up window
- Screensaver Publisher - show messages on dormant PCs in a looping sequence
- Mobile Module - publish content to smartphones and tablets using HTML5
- RSS Publisher - make any digital signage playlist available as an RSS feed

All of our publishers seamlessly integrate with each other and other Visix technologies to deliver your digital signage content from anywhere to anywhere.



creative

custom content & interactive designs

Let our award-winning designers help you make the most of your digital signage content.

Our creative team brings over 30 years of experience to every design, applying proven techniques for what works best on big screens while treating each unique project with the care it deserves. We can craft anything from branded templates to custom interactive kiosks. From concept to launch, we'll make sure each design is uniquely tailored to your vision.

Interactive Wayfinding

Whether it's a single building floor or an entire campus, we can tailor a touchscreen wayfinding design that meets your needs. We'll work with your facility planners, marketing experts and project managers to concept, design, implement, test and launch your interactive wayfinding kiosks.

To compliment your maps, we'll integrate color coding and icon systems, so your visitors can easily find common destinations, exits, restrooms, elevators and stairs. Redundant interactive controls at the bottom of the screen also ensure that your design is ADA compliant.

An obvious "You Are Here" locator is included in every design to make sure viewers know where they're starting from, and easy visual paths guide them from their current location to their highlighted destination.

What happens when they walk away from the screen? We can integrate a QR tag or SMS option to send maps or point-to-point directions to the user's mobile device upon request.

Visix can build 100% custom interactive wayfinding with floor-based wayfinding, personnel and department directories, digital signage messages and more.

- Campus-wide, building-specific and area maps
- Point-to-point directions and visual paths
- Custom icon systems for common destinations (stairs, exits, etc.)
- Directories and events tied to map locations
- Built-in ADA controls
- Mobile device integration with QR codes and SMS
- Full-screen or integrated with traditional digital signage
- Branded to your specifications



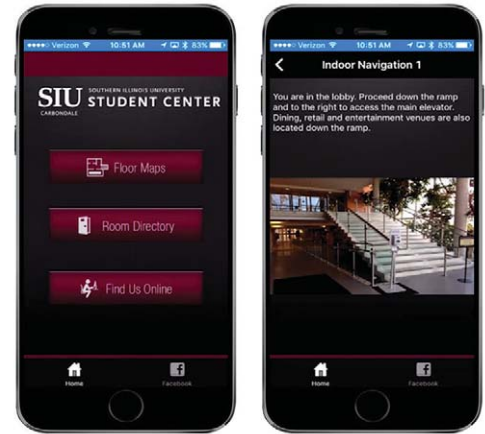


Mobile Wayfinding App

Visix's mobile wayfinding app provides responsive indoor navigation for smartphones. Use it as an extension of traditional kiosk-based wayfinding or as a stand-alone solution.

Our app leverages a macro-location technology called geofencing that draws a perimeter around an outdoor building. Powered by a smartphone's GPS, the app knows when the geofence is penetrated, and it then sends a push notification to phones.

Each app is custom branded for your organization and uses photography from your own buildings. The app communicates with proximity beacons strategically placed at directional milestones throughout your facility to provide turn-by-turn directions and other contextual content on phones.



RoomBoard™

RoomBoard™ is a one-stop interactive wayfinding solution that shows space availability, maps event listings to rooms, and can even allow room booking right at the RoomBoard™.

Room availability is instantly clear, with available rooms in green and booked rooms in red. The number of available rooms is also displayed prominently at the top of the screen.

- Combine digital signage, interactive wayfinding and schedules
- Direct staff and visitors to their meeting rooms
- Include full-kiosk support for booking at the RoomBoard™
- Branded to your specifications



Clients can integrate the RoomBoard™ with MeetingMinder™ Touch room signs – all being fed by a central scheduling application and allowing scheduling at the display – for an enterprise-wide scheduling solution.

Touchscreen Directories

Touchscreen directories offer your visitors a modern, self-help option to quickly find who or what they're looking for, instead of relying on receptionists or information desks. They also save you the cost of printing costly listings and directional signs.

- List places, individuals departments, events and more
- Show contact information, photos, biographies and maps
- Feed directories from easy-to-update databases



Donor Boards

Digital donor boards are a thoughtful way to honor your current patrons and attract future donors through an attention-grabbing, interactive display. Recognize donors, present your organization's mission and values, and promote ongoing donor recruitment programs using your big screens.

Interactive donor boards are fed by data that you can easily update with additions and changes, ensuring patrons are recognized for their contributions instantly.

- List donors alphabetically and by category
- Show photos or videos to tell donors' individual stories
- Promote ongoing donor programs and provide instructions for donating
- Eliminate static, expensive name plates and plaques

Menu Boards

You only have a short time to grab your audience's attention and entice them to buy. Improve the customer experience, drive revenues and cut printing costs with digital menus.

Your custom menu board designs can be static or animated with dynamic graphics to better catch your viewer's eye. Make changes and update prices instantly by accessing a user-friendly database. Segment your screens to show lists of menu items and pricing, special promotions or external advertising.

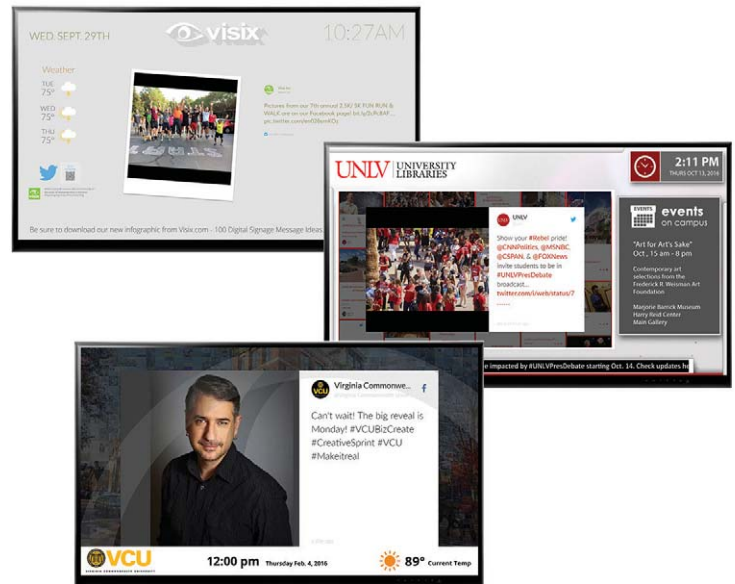
- Promote new menu items
- Daypart to run menus and specials when appropriate
- Show nutritional information
- Control menus in multiple locations
- Reduce wait times and decrease printing costs

Social Media Boards

Create buzz and excitement around your posts, attract more followers and keep everyone up-to-date.

Show posts for a single handle or hashtag on up to ten social networks, with five different display styles.

Feeds are responsive to fit any content block, and our team of designers will customize colors, fonts and backgrounds to match your brand. Once it's up and running, you can make basic edits through a user-friendly dashboard, as well as moderate posts and get basic reporting analytics.







meeting **minder**

complete room sign solutions

Optimized Workplace. Flexible Workforce.

Whether you want to simply show room schedules or employ a fully-integrated office hoteling and digital signage solution, our room signs let you schedule space from any location - at any time - to keep your entire workforce in sync.

MeetingMinder™ room signs show your schedules and other digital signage content outside conference rooms and shared workspaces. This lets meeting organizers and attendees see space options instantly while staying up-to-date with daily announcements.

Since all of our room signs can be fed by a single scheduling application, space booking is the same whether people are in a home office, on the road or in the workplace. Calendars are consistent and up-to-date everywhere, no matter who changes it or from where.

Visix room signs accommodate all types of shared spaces, and all of our room signs can be used together in the same facility and integrated with our other digital signage solutions.

- Show schedules for one or multiple rooms
- Display greetings and announcements
- Provide wayfinding information and interactive maps
- Keep everyone informed with news, weather and RSS feeds
- Present live, streaming content from your network
- Playback videos and other animated content
- Deliver critical alert notifications

Both our Touch and EPS room signs show data from most event management systems, including:





room signs

Interactive Room Signs

Touch and Connect room signs let you schedule meetings right at the sign. Create a walk-up reservation with only a few touches to the screen, and those reservations are immediately shared with your calendar application to avoid double-bookings.

You'll see room availability at a glance with lights on each side that shine green when the room is available and red when it's not.

- Choose an AxisTV-powered or stand-alone solution
- Book meetings right at the room sign
- See room status instantly with availability lights
- Use PoE or PoE+ via network switch or injector
- Easily mount right out of the box

These room signs let you run one Ethernet cable to the room sign to supply both power and data. Touch signs can be recessed, and both Touch and Connect models can be easily mounted right out of the box without additional hardware.

Touch10 & Touch15

Our AxisTV content management software lets you publish calendar schedules, digital media, and mass alerts to Touch room signs, making them a perfect extension of your digital signage.

To schedule a room, just touch "Reserve" and set the time and meeting length. A four-digit PIN can be set to protect your reservation from being canceled or modified, and the "Confirm Meeting" button lets participants confirm the room is being used at the scheduled time. If unconfirmed, the room will free up.

For places where walk-up reservations aren't appropriate, any 10- or 15-inch Touch room sign can run in non-interactive mode, so digital signage content and schedules are displayed full-screen.

Connect

Connect offers a feature-rich, cost-effective room management solution that doesn't require the AxisTV CMS. Show schedules outside each meeting room and let people book space on the go.

Connect shows the room name and technology icons, and you can report resource issues on screen. Meeting participants can start, extend, end and cancel meetings right at the sign. If a room is booked, you can see other available rooms at the press of a button.

If you don't want to limit yourself to schedules only, Connect lets you show a logo and pull in digital signage messages via an image reader. Display content from your digital signage CMS by pointing to the URL of an exported RSS image playlist, or pull in images from any folder on your network.



Touch



Connect



EPS (Electronic Paper Signs)

Our electronic paper signs (EPS) are the most cost-effective option to display current schedules outside your shared spaces – an inexpensive, wireless and battery-operated solution from Visix.

These compact displays can be placed virtually anywhere because they don't require any cabling. Easily mount them outside meeting rooms, classrooms, training rooms or any other space you reserve. You can also attach them to desks or cubicles used for workspace hoteling.

Paper-white signs have a bright display background with low reflectivity for high readability, and allow for both black and red colors on screen.



The room signs are updated wirelessly via RF communication designed to minimize battery usage. A sign's batteries are only activated when information changes, which allows batteries to last up to three years or 10,000 updates.

EPS signs come with a stylish black faceplate and custom designs are also available. Custom faceplates can include raised room numbers, braille, different material finishes and your organization's logo.

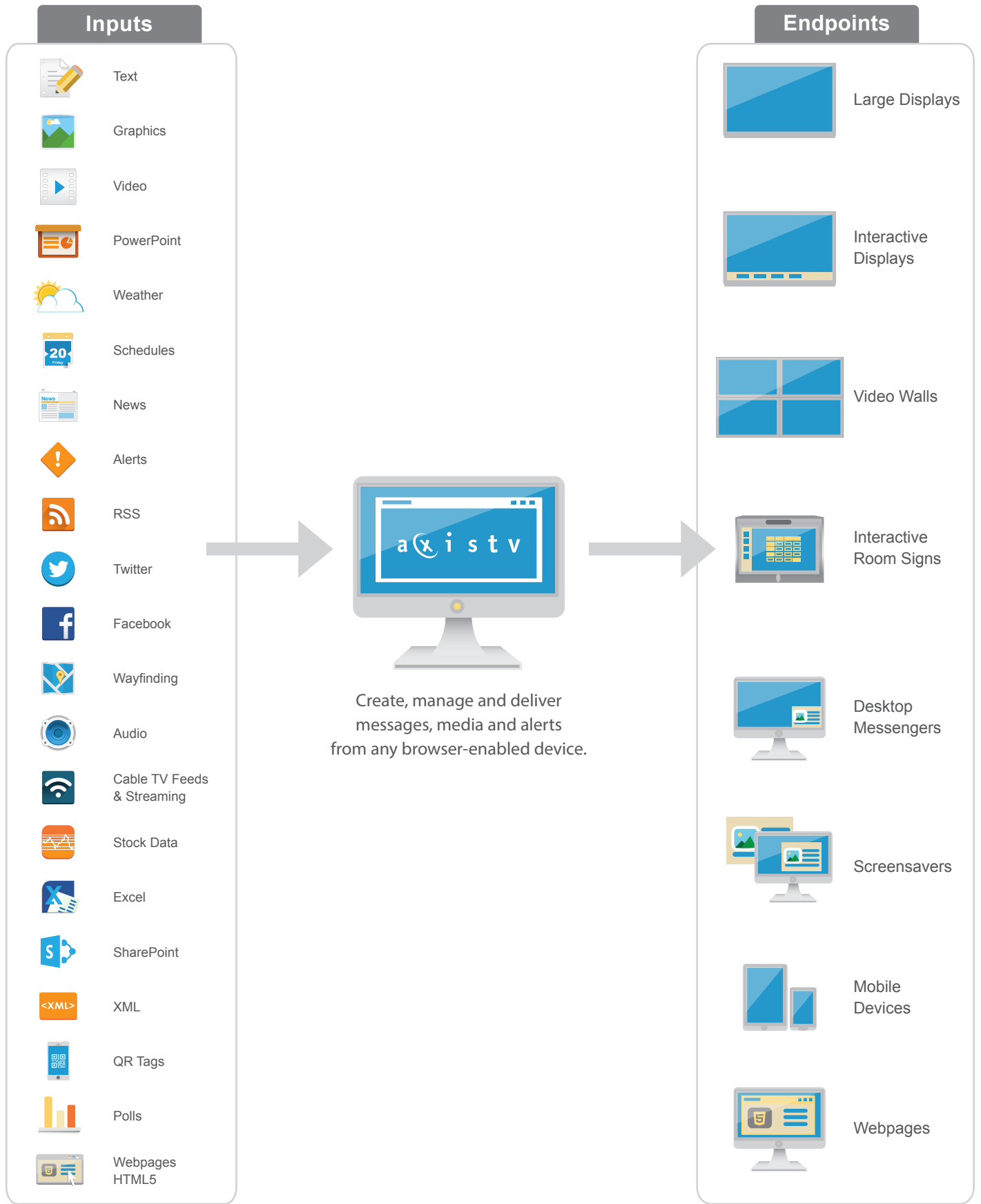
An EPS system can be used with other Visix room signs and digital signage products, or as a completely stand-alone solution.

- Economical choice for displaying room schedules
- Wireless and battery-powered
- Display schedules for meeting rooms, classrooms, training rooms and more
- Show workspace reservations for office hoteling
- Save time, money and waste by replacing printed schedules

Conference

Our Conference application pulls together schedules from a variety of calendar programs, taking care of integration with the scheduling system you're already using. It supports multiple event management systems – and multiple instances of those systems – in the same installation, so it can easily support all the systems across an organization.

Conference can be used in conjunction with AxisTV digital signage software, or as a stand-alone application to power your EPS room signs.



800.572.4935
www.visix.com



An Introduction to 4K

A profound leap in clarity for pro users and more

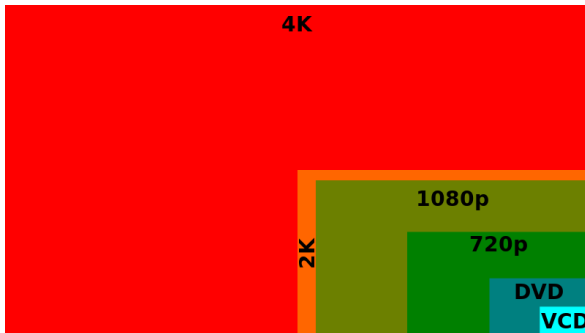
Gene Ornstead 03.03.2014

Still in the early stages of market penetration, it will be some time before 4K display technology becomes the mainstream standard for any type of display, be it desktop, large screen, or TV. In the meantime, 4K displays offer premium visual benefits for individuals whose livelihood relies on the processing of visual data, as well as organizations with well-matched budgets and applications.

An Intro to 4K

Introduction

The latest next big thing in digital display technology, 4K resolution sounds impressive by any of its many names. Originally introduced as QFHD for “Quad Full HD,” this latest generation of pixel performance offers four times the pixel count of Full HD 1080p at the same 16:9 aspect ratio. Now referred to by the acronym UHD (ultra-high definition), this resolution packs roughly 4,000 pixels horizontally and 2,000 pixels vertically (3840 x 2160 to be exact)—thus giving rise to another popular nickname: the 4K2K display. Most often, however, this impressive pixel count is succinctly summarized as simply 4K or 2160p.



The tech media is abuzz with news of the 4K revolution, and consumers are more aware than ever of the benefits of increased pixel densities thanks to Apple’s massive marketing push for its “Retina” display, plus the proliferation of smartphones boasting 1080p screens, and tablets promising to deliver 2.5K (2560×1440). Tech enthusiasts, early adopters, and even many garden variety consumers are eager to experience 4K. All of which leads to the question: Who can best benefit right now from this emerging technology?

PC vs. TV

Much of the noise about 4K is being generated by home theater enthusiasts eager to enhance their viewing experience. While 4K will no doubt deliver

the anticipated viewing rewards for this audience, the true transition to 4K TV is far from underway, primarily due to a lack of 4K content and broadcast service support. Many industry analysts have thus proclaimed the PC to be the perfect partner for pairing with a 4K display.^{1,2} As summed up by one such observer, “Unlike 4K TVs, higher resolution monitors offer some real practical benefits. We sit closer to monitors, so individual pixels are much easier to discern. More screen real estate is a major boon to productivity. And scaling the operating system, like Apple does with its ‘Retina’ displays, results in much sharper text.”³

Supporting the assertion that 4K has begun the journey to mainstream adoption by PC users, research firm NPD DisplaySearch projects that 4K desktop monitor shipments will reach 2 million by the end of 2014, due to decreased production costs that in turn are leading to declines in average selling prices (ASPs). By 2017 the firm forecasts shipments will account for around 8% of the PC display market, with ASPs for 4K monitors declining from \$1,347 in 2014 to \$927 in 2017.⁴

While these numbers do predict eventual mass market adoption of 4K technology, eight percent is still a small piece of the pie, and full transition is likely to take several more years. In the meantime, there are a few distinct groups of users for whom the investment in a 4K display today is warranted.

4K desktop displays: Powerful benefits for power users

Anyone whose professional work revolves around detailed visual data can benefit significantly from the unparalleled visual clarity offered by a 4K desktop display. This includes graphic artists, CAD/CAM designers, CGI animators, serious photographers and video editors, geo-physical mapping professionals, and many types of



An Intro to 4K

engineers. Clarity of detail is of critical importance to professionals in these, and other visually-oriented professions. Greater resolution and higher pixel density deliver finer detail for more legible text and more visible onscreen information. As noted in one article advising on the ideal attributes of a graphic design display, “When it comes to pixel resolution, more is better, especially if you’re doing highly detailed work.”⁵

Vision care professionals second the recommendation for using the highest resolution monitor possible to help reduce the eyestrain and related symptoms that occur in 50-90 percent of computer workers.⁶ For professionals whose workday revolves around

intense and prolonged focus on their display, the crisp, sharp images offered by 4K resolution can improve their physical comfort and quality of life both on and off the job. Easier on the eyes, UHD can help professionals accomplish more, without the eye strain, slouching, and headaches that can result from attempts to compensate for tired eyes.

Beyond the brilliantly detailed graphics and video, 4K delivers a bigger work surface without a loss in pixels-per-inch, a productivity-enhancing benefit for anyone working with high-resolution images or video. This added screen real estate enables large UHD displays to effectively function as both screens in a dual-monitor configuration – a setup considered requisite by many CAD professionals.⁷ The result: more desk space plus the convenience and ease of dual displays without the distraction of two bezels or clutter of additional cords.

In short, for users whose profession requires intense daily focus on their display, 4K can deliver increased productivity, improved quality of work, and added comfort in the form of reduced eye strain and a more efficient use of workspace.

4K desktop displays: beyond pro users

In addition to professional use by power users who stand to benefit from improved productivity and reduced eye strain, tech enthusiasts will also be among the early adopters of 4K technology. This distinct group

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of energetic users will have already created content at UHD or greater resolution and will be willing to pay a premium to get their hands on the latest display technology.

General entertainment enthusiasts, too, are likely to be at the forefront of early 4K usage as ultra-high definition promises to deliver incredible imaging for movie content, as well as a more immersive experience for video games. Often among the first to adopt new technology, entertainment enthusiasts and home theater aficionados may undoubtedly be among the heaviest early and eventual users of 4K technology. Whether or not they are willing to make the move will depend on their home entertainment budget and desire to upgrade their home theaters to support 4K displays.

4K large screen interactive displays

The stunning clarity offered by ultra-high definition technology makes it an attractive option for large



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screen interactive display applications. As time passes and costs decline, 4K displays will become the norm here as well as in the realm of desktops. For the time being, large interactive 4K displays deliver a premium interactive experience for those positioned to benefit most from its advantages.

The use of interactive white boards in an educational environment has been demonstrated to deliver improved learning outcomes.^{8,9} While not currently cost-accessible for widespread educational use, interactive 4K displays are well suited for specialized curriculum in support of STEM (science, technology, engineering, and math) initiatives in K-12 as well as for higher education lab courses in these areas.

Other applications well served by the size, collaborative capabilities, and detailed images offered by large touch screen 4K displays include:

- Corporate boardrooms
- Medical training
- Geographic information system mapping and other GIS applications
- High-end hospitality and luxury retail installations
- Wayfinding signage

ViewSonic® 4K displays

A leader in display technology for over 25 years, ViewSonic is at the forefront of ultra-high definition display development. One of the first companies to debut a 4K interactive display at the Consumer Electronics Show in 2013, ViewSonic currently offers a competitively priced 4K desktop display and a premium 84" 4K touch screen display.

VX2880ml 28" 4K Desktop Display

Ideal for CAD designers and other professional users, the 28" VX2880ml delivers stunning 4K

resolution in a large desktop display. With four times the resolution of Full HD, users enjoy more on-screen content with higher clarity at a more mainstream price tag. Versatile connectivity options enable efficient multitasking and enhanced productivity, with the ability to toggle between inputs, daisy chain multiple monitors, or simultaneously display two inputs on one screen. The sleek design and striking chrome finish lend the VX2880ml a futuristic appeal worthy of its stunning graphics.

CDE8451-TL 84" 4K Interactive Large Format Display

Big, bold, and a terrific team player, the ViewSonic 84" CDE8451-TL Interactive Large Format Display offers one of the most vivid collaboration canvases available for medical training, geographic imaging (GIS) and other scientific applications, corporate boardrooms, wayfinding, and other high-end uses. A fully integrated large-screen touch solution, the CDE8451-TL delivers four times the detail of a Full HD display. Six-point simultaneous touch plus ViewSonic® ViewBoard™ software enable multiple users to simultaneously write, highlight, edit, and transform documents and images on-screen in real-time using a finger or stylus. Screen recording and magnifying functions, meeting notification alarms, and the ability to access online resources add further convenience. Designed for heavy usage in high-traffic areas, the robust display features a tempered glass overlay, anti-glare treatment, and rounded corners.

Conclusion

Still in the early stages of market penetration, it will be some time before 4K display technology becomes the mainstream standard for any type of display, be it desktop, large screen, or TV. In the meantime, 4K displays offer premium



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visual benefits for individuals whose livelihood relies on the processing of visual data, as well as organizations with well-matched budgets and applications. The logical choice for applications such as computer graphics, photo processing, CAD/CAM, and multi-operation environments, 4K displays offer the ability to improve productivity and quality of work while reducing eye strain and desk clutter. Large touch screen displays with ultra-high definition 4K resolution can likewise deliver improved quality and efficiency for STEM education, medical training and GIS applications. These vivid interactive displays can further add functionality and cache for luxury hospitality and retail environments and corporate boardrooms.

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