

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

FURNITURE

CONTRACT NUMBER 1102215

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### 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.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### 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 contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment 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 contract.
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 participants in the TIPS program.
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 contract.

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant 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 and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. 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 record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## Indemnity

- 1. Indemnity for Personality Contracts.** 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 contract, 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, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** 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 contract, 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. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**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**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto: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 monthly).

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### **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 contract. TIPS reserves the right to stop

work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

### **Site Requirements (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 contract 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 participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS contract 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 contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

## **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 contract 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 Contract. 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 one (1) year 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.

## **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.



## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or 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.

## **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 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 contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **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 contract 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 Projects**

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.

## **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.

## Special Terms and Conditions

It is the intent of TIPS to contract 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.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** 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 contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract 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 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: DESIGNS THAT COMPUTE

Mailing Address: 1778 N PLANO RD 211B

City: RICHARDSON

State: TX

Zip: 75081

Telephone Number: (214) 276-0124

Fax Number: (214) 276-0123

Email Address: SHERRY@VISIONALITY.COM

Authorized Signature: 

Printed Name: SHERRY TENNYSON

Position: BUSINESS MANAGER

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende Mc Natt 10-22-15  
TIPS Authorized Signature Date

David Wayne Fitts 10-22-15  
Approved by Region VIII ESC Date

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759	Contact	Kim Thompson, Coordinator of Office Operations	Department Building
Fax	+1 (866) 749-6674			Floor/Room
Bid Number	1102215			Telephone
Title	Furniture	Department Building		Fax
Bid Type	RFP			Email
Issue Date	08/03/2015			
Close Date	9/11/2015 3:00:00 PM CT			
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information	
Company	VISIONALITY
Address	1778 N PLANO RD 211B RICHARDSON, TX 75081
Contact	SHERRY TENNYSON
Department	
Building	
Floor/Room	
Telephone	1 (214) 2760124 710
Fax	1 (214) 2760123
Email	
Submitted	9/11/2015 9:36:28 AM CT
Total	\$0.00

Signature SHERRY TENNYSON Email sherry@visionality.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
08/13/15	Pre-Bid Webinar	<p>** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.</p> <p>1. Please join my meeting.  <a href="https://global.gotomeeting.com/join/604337077">https://global.gotomeeting.com/join/604337077</a></p> <p>2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p>Dial +1 (872) 240-3412  Access Code: 604-337-077  Audio PIN: Shown after joining the meeting</p> <p>Meeting ID: 604-337-077</p>
08/13/15	Pre-Bid Webinar	<p>** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.</p> <p>Monday, August 17, 2015, 10:00 AM (CST)</p> <p>1. Please join my meeting.  <a href="https://global.gotomeeting.com/join/604337077">https://global.gotomeeting.com/join/604337077</a></p> <p>2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p>Dial +1 (872) 240-3412  Access Code: 604-337-077  Audio PIN: Shown after joining the meeting</p> <p>Meeting ID: 604-337-077</p>

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	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? 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?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	TX,OK,NM,AR, LA

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.)	<p>isionality is an established provider and integrator of videoconferencing systems for business, education, government and healthcare providers. We carry all the major manufacturers including Tandberg, Polycom, LifeSize and Vidyo which means we can match the right system to your needs.</p> <p>And our versatility includes our ability to recommend all of the ancillary systems and equipment necessary to achieve the level of "telepresence" you need and your budget can afford such as LCD/plasma displays, projectors, screens, furniture, etc.</p> <p>Our service is unmatched so regardless of what system you ultimately decide to use, you can be assured that it performs when you need it. Contact us today and let us show you how versatile videoconferencing can make a difference in your enterprise</p>
6	Primary Contact Name	Primary Contact Name	SHERRY TENNYSON
7	Primary Contact Title	Primary Contact Title	BUSINESS MANAGER
8	Primary Contact Email	Primary Contact Email	SHERRY@VISIONALITY.COM
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142760124
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2142760123
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	RICHARD BARNETT
13	Secondary Contact Title	Secondary Contact Title	VP SALES
14	Secondary Contact Email	Secondary Contact Email	RICHARD@VISIONALITY.COM
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142760124
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	SHERRY TENNYSON
19	Admin Fee Contact Email	Admin Fee Contact Email	SHERRY@VISIONAALITY.COM
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142760124
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	SHERRY TENNYSON
22	Purchase Order Contact Email	Purchase Order Contact Email	SHERRY@VISIONALITY.COM
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142760124
24	Company Website	Company Website (Format - www.company.com)	WWW.VISIONALITY.COM

25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	752151015
26	Primary Address	Primary Address	1778 N PLANO RD 211B
27	Primary Address City	Primary Address City	RICHARDSON
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TEXAS
29	Primary Address Zip	Primary Address Zip	75081
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.)	Cisco, Lifesize, Polycom, Radvision, Vidyo, Video Conferencing, AV Integration, Infocomm CTS Certified, Audio, Video, Digital Signage, Telepresence, Telemedicine, Wolfvision, Cameras, LCD, LED, Plasma, Projectors, video Infrastructure, Crestron Digital Media Certified,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	RICHARDSON
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TEXAS
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)	(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? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes



41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	30
44	Years Experience	Company years experience in this category?	7
45	Resellers:	Does the vendor have resellers that it will name under this contract? (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
46	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	TERM OF CONTRACT

Line Items

Response Total:		\$0.00
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	S U S A N	TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS P.O. Box 13186 • AUSTIN, TX 78711-3186	
	C O M B S		

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbi/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL) that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

### Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752151015000
File/Vendor Number:	074449
Approval Date:	19-MAY-2014
Scheduled Expiration Date:	19-MAY-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

## DESIGNS THAT COMPUTE INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 23-MAY-2014, supersedes any registration and certification previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

**Note:** In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/

**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms and provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO

Susan Dean Bernard

Signature of Authorized Company Official

Date

Printed Name of Authorized Company Official

Company Name

***Attach to this page a current W-9 form***

*Please complete the forms below*



**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES \_\_\_\_\_ Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES \_\_\_\_\_ Initial of Authorized Company Official

***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 Lobbing," 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.

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Name of Organization

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Address of Organization

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Name / Title of Submitting Official

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Signature of Submitting Official

---

Signature Date

## **Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member 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 \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member 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. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

## **Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

### **Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

### **Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official



**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (12) 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)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member 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).

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

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## SUSPENSION OR DEBARMENT CERTIFICATE

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone:** \_\_\_\_\_

**Authorized Company Official's Name:** \_\_\_\_\_

**Signature of Company Official:**  \_\_\_\_\_

**Date:** \_\_\_\_\_

References

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
The University of Texas at Arlin	Arlington	Texas	Terrance Tisdale	817-272-7394
North Central Texas College	Gainsville	Texas	Denise Cason	940-668-3307
Ft Worth ISD	Ft Worth	Texas	Scott JuVette	817-814-3357

## Customer Service and Warranty Information

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### Service Procedure

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- Customers can contact Visionality concerning an issue related service by telephone or via the internet using the Visionality Customer Portal.
  - 214-276-0124 (main Visionality tech support number)
  - 800-377-9938
  - <http://www.visionality.com/c-port>
  - <http://www.visionality.com/cport>
  - After hour items will be attended to within 6 hrs of the next business day (M-F from 8-5 CST on normal business hours for Visionality excluding national and Visionality holidays)
- A case is opened for the issue, and is tracked using a ticket number. All transactions for that case are added to the case information.
- Visionality will collect the information and respond to the problem as quickly as possible. Many times a service technician is available immediately to resolve the issue. If a service technician is not available Visionality will respond within 4 business hours. At that time a technician will work with the customer to diagnose and resolve the situation.
- In the case of a failure, replacement items will be processed according to the specific service contract. Items that require replacement will be delivered based on the specific service contract.
  - Visionality offers service plans where some or all items are covered under a next day parts agreement.
  - Visionality also offers plans which have service however, it would not be next day (for example some monitors and some projectors)
  - Visionality also will service many parts under standard manufacturer's warranty policies
- A technician can be dispatched to repair and replace parts. The service level chosen will have more specific details on this dispatch.

### Visionality – Silver Level Service

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- Scope
  - Silver level provides the coverage needed to fulfill a customer's basic service requirement. This service plan affords the customer cost efficient coverage for their critical equipment.
- Phone Support Policy on all products purchased
  - Unlimited technical support during the hours of 8am – 5pm Central Time Zone, Monday – Friday excluding national and Visionality holidays.
  - Answers to frequently asked questions and simple product workarounds will be provided on the phone with you.
  - Responses to questions that require research will be returned by email or phone within 24 hours.
  - If your request/question requires extensive research and/or a custom solution, we will provide you with a completion date.
  - Feature requests and bug reports will be logged and prioritized by Visionality's Engineering team for future consideration.
  - Questions received after our close of business will be answered within six business hours after start of next business day.
- Web Support Technical Support can be accessed any time with the use of the Visionality Web Portal ([www.visionality.com/cport](http://www.visionality.com/cport)).
  - Check the status of any ticket entered in the system
  - Create new tickets for Tech support
  - View warranty/service level status
  - View serial numbers of parts purchased
- Onsite technical support. After diagnostics, if technical support determines there is a failure that cannot be resolved remotely, a field technician can be dispatched for case resolution. The cost of the Technician will be \$95 per hour for the total time from the office. Overnight stays will necessitate additional charges.
- All Parts in the systems covered in this service agreement are covered by standard Manufacturers Warranty. The terms and length of the service of these parts depends on the specific manufacturer. In the case of a failure which would not be covered under the warranty the customer is liable for the cost of repair or replacement; with the following exceptions:
  - ***Unless otherwise noted, CODEC and Infrastructure products such as MCUs are further covered under Vendor Service agreement which allows for software upgrades as well as next day replacement parts.***
  - ***List Exceptions to these manufacturers' parts HERE!***

The limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess heat or moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Visionality to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product. Parts that are considered consumables such as bulbs are not covered under this warranty.

## Visionality – Gold Level Service

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- Scope
  - Gold level provides the coverage needed by today's organizations. Not only do you now have access to phone support, *Visionality can remotely upgrade and help manage your most valuable assets. Onsite field engineers are available to you when a part is found to be defective leaving your staff to deal with the day to day problems.*
- Phone Support Policy on all products purchased
  - Unlimited technical support during the hours of 8am – 5pm Central Time Zone, Monday – Friday excluding national and Visionality holidays.
  - Answers to frequently asked questions and simple product workarounds will be provided on the phone with you.
  - Responses to questions that require research will be returned by email or phone within 24 hours.
  - If your request/question requires extensive research and/or a custom solution, we will provide you with a completion date.
  - Feature requests and bug reports will be logged and prioritized by Visionality's Engineering team for future consideration.
  - Questions received after our close of business will be answered within six business hours after start of next business day.
- Web Support Technical Support can be accessed any time with the use of the Visionality Web Portal ([www.visionality.com/cport](http://www.visionality.com/cport)).
  - Check the status of any ticket entered in the system
  - Create new tickets for Tech support
  - View warranty/service level status
  - View serial numbers of parts purchased
- Preventative Maintenance
  - Preventative Maintenance will be performed twice during the year at a mutually agreed upon time.
- Onsite technical support. After diagnostics, if technical support determines there is a failure that cannot be resolved remotely, a field technician will be dispatched for case resolution.
  - If technical support finds equipment to be faulty with appropriate vendor RMA approval a technician will be dispatched based on the service level of the failure
  - Red – Next business day if diagnosed before 4pm CST and equipment needs to be used in the facility with 2 business days.
  - Orange – Onsite within 3 Business Days
  - Yellow / Green – Convenient Agreed upon time for non critical items.
- All Parts in the systems covered in this service agreement are covered by standard Manufacturers Warranty. The terms and length of the service of these parts depends on the specific manufacturer. In the case of a failure which would not be covered under the warranty the customer is liable for the cost of repair or replacement; with the following exceptions:
  - ***Unless otherwise noted, CODEC and Infrastructure products such as MCUs are further covered under Vendor Service agreement which allows for software upgrades as well as next day replacement parts.***
  - ***List Exceptions to standard warranty HERE!***

The limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess heat or moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Visionality to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product. Parts that are considered consumables such as bulbs are not covered under this warranty.

## Visionality –Gold Level Service Limited

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- Scope
  - Restricted Gold level provides the coverage needed by today's organizations in a more affordable package. Not only do you now have access to phone support, *Visionality can remotely upgrade and help manage your most valuable assets. Onsite field engineers are available to you on a limited basis, when a part is found to be defective leaving your staff to deal with the day to day problems. Restricted Gold Level Service is particularly good for customers who are a long distance from Visionality or have a great deal many items under service and can take advantage of lower service costs.*
- Phone Support Policy on all products purchased
  - Unlimited technical support during the hours of 8am – 5pm Central Time Zone, Monday – Friday excluding national and Visionality holidays.
  - Answers to frequently asked questions and simple product workarounds will be provided on the phone with you.

- Responses to questions that require research will be returned by email or phone within 24 hours.
- If your request/question requires extensive research and/or a custom solution, we will provide you with a completion date.
- Feature requests and bug reports will be logged and prioritized by Visionality's Engineering team for future consideration.
- Questions received after our close of business will be answered within six business hours after start of next business day.
- Web Support Technical Support can be accessed any time with the use of the Visionality Web Portal ([www.visionality.com/cport](http://www.visionality.com/cport)).
  - Check the status of any ticket entered in the system
  - Create new tickets for Tech support
  - View warranty/service level status
  - View serial numbers of parts purchased
- Preventative Maintenance
  - Preventative Maintenance will be performed once during the year at a mutually agreed upon time.
- Onsite technical support. After diagnostics, if technical support determines there is a failure that cannot be resolved remotely, a field technician will be dispatched for case resolution.
  - If technical support finds equipment to be faulty with appropriate vendor RMA approval a technician will be dispatched based on the service level of the failure
  - Red – Next business day if diagnosed before 4pm CST and equipment needs to be used in the facility with 2 business days.
  - Orange – Onsite within 3 Business Days
  - Yellow / Green – Convenient Agreed upon time for non critical items.
  - Onsite Technical support is limited to **X trips** for the service year
  - If more trips are necessary, the cost of the Technician will be **\$75** per hour for the total time from the office. Overnight stays will necessitate additional charges.
- All Parts in the systems covered in this service agreement are covered by standard Manufacturers Warranty. The terms and length of the service of these parts depends on the specific manufacturer. In the case of a failure which would not be covered under the warranty the customer is liable for the cost of repair or replacement; with the following exceptions:
  - ***Unless otherwise noted, CODEC and Infrastructure products such as MCUs are further covered under Vendor Service agreement which allows for software upgrades as well as next day replacement parts.***

The limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess heat or moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Visionality to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product. Parts that are considered consumables such as bulbs are not covered under this warranty.