



DATA PROJECTIONS

**WILCO - AV System and Installation - New District
Courtroom - TIPS [REDACTED]**

Quote # [REDACTED]

Version 1

Prepared for:

Williamson County

Don Heflin
[REDACTED]



DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Thursday, August 26, 2021

Williamson County
Don Heflin

,

RE: WILCO - AV System and Installation - New District Courtroom - TIPS [REDACTED]

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin



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Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades to a new Courtroom at the Tele-Justice Center.

-Project Location:

Williamson County Courthouse
405 Martin Luther King
Georgetown, TX 78626

-Onsite Point of Contact:

Williamson County
Phone: [REDACTED]

SCOPE OF WORK

WILCO – New Courtroom for 121st District Court – AV Systems Upgrades.

Data Projections will provide, install, and test the following in the Courtroom as follows:

121st Courtroom

VIDEO:

- 3 – 65” Displays on side walls
 - DPI and Wilco Facilities to work together mounting displays as they will be on wood paneling walls in the courtroom.
- 1 – 113” Diagonal Projector Screen
 - DPI and Wilco Facilities to work together on power location
- 1 – 5000 Lumen Projector
 - 24” Annotation Monitor for Witness
 - USB to be routed through NVX for control of Rack Mounted Extron Annotator
 - Monitor will attach via monitor swing arm
- Document Camera
 - Location TBD with Wilco
- Multi input connections at Prosecution and Defense as well as Judge input

VIDEO CONFERENCING:

- DPI will provide and Install (2) cameras in the Courtroom to capture image of Judge’s bench and/or Attorney’s Tables area.
 - The new RoboSHOT 30E camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtrooms to be utilized during Video Sessions.
 - The control of the new Camera System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.



Executive Summary

- 4x1 Crestron Video Processor HDMI output will feed NVX card and be routed Input 1 on Vaddio AV 2x1 Bridge
 - Crestron NVX System will feed Input 2 on Vaddio AV 2x1 Bridge
 - This will be for User sources from Courtroom
- AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
 - User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
 - Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
 - USB from AV Bridge will be a selectable input on PC Soft Codec of choosing (Zoom, TEAMS, etc.)
 - USB from PC will be extended into Courtroom (Connect to USB Extender Unit) to host Keyboard and Mouse
- OFE PC for Soft Codec Integration

AUDIO:

- Dante Audio with POE will feed Audio Input/output on AV Bridge
- 12 – Ceiling Speakers (QTY.6 - OFE)
 - 2 – Zones
- Biamp Tesira Forte x1600
 - VOIP Calls similar to other Justice Center capabilities
- 4 – Wireless Gooseneck Microphones
 - Prosecution/Defense
 - Charging station located next to Judge's bench
- 2 – Wired Gooseneck Microphones
 - Judge and Witness
- 1 – MXA310 for Sidebar at Judge's Bench
- 4 – MXA910 for Voir Dire Voice Lift
- Shure XLR to Dante for Wired Gooseneck signal extension back to AV Rack
- RDL – Dante Headphone Amplifier with volume knob
 - Located at court reporter station
- Assisted Listening Transmitter
 - Located in courtroom
 - Location TBD on walkthrough
 - Dante connection back to DSP
- Listen Technology Hush Mics System

CONTROL:

- 10" Crestron Touch Panel at Judge's bench
- 9" Crestron Wireless Panel



Executive Summary

MISC:

- Cable Cubbies to mirror all other courtrooms
- OFE AVFI Lectern
- OFE AV Rack from IDF for shared use with 425th Court
- All Cables, Connectors and Consumables are detailed in quote and/or included in Project Totals

Courtroom Overflow Viewing in Hallway:

VIDEO:

- DPI will utilize the Vaddio Cameras in each Courtroom to capture Judge's bench and/or Attorney's Tables area and send video to Hallways Display. During the VTC call, the Hallway camera feed will mirror the Camera feed in the call.
- DPI will install (1) new 55" Displays on flat-tilt wall mount in Hallway outside the Courtroom
- The control of the Vaddio Camera and display will be programmed into the existing Crestron Touch Panel.

IDF/AV Rack Room:

- New 44RU Rack
- UPS unit with 2 – Additional Batteries for extended run-time

Special Notes:

-Williamson County will provide power for all AV equipment and will ensure DPI technicians have ample time and full access to the space for installation in Courtroom and IDF.
-Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County & Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
NEW DISTRICT COURTROOM				
<i>Video Conferencing System</i>				
VADDIO	999-99630-100W RoboSHOT 30E OneLINK HDMI SYS WHT	\$4,707.16	2	\$9,414.32
CRESTRON	HD-WP-4K-401-C 4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	\$4,320.99	1	\$4,320.99
VADDIO	999-8250-000 AV Bridge 2x1 N/A	\$2,300.61	1	\$2,300.61
<i>Video System</i>				
DA-LITE	21766 ADV DLX TNSD 113D HD1.1	\$5,901.95	1	\$5,901.95
PANASONIC SOLUTIONS COMPANY	PT-FRZ50WU 5,200 LUMENS, 1DLP, WUXGA RESOLUTION, 4K INPUT, LASER PROJECTOR, WHITE	\$3,365.85	1	\$3,365.85
SAMSUNG	SAM-QM65R 65-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 500 NIT - MANUFACTURED IN VIETNAM	\$2,176.83	3	\$6,530.49
Extron	60-1316-01 HDCP-Compliant Annotation Processor with DTP Extension	\$4,018.29	1	\$4,018.29
PLANAR	997-7052-00 HELIUM 24-INCH WIDE BLACK PROJECTED CAPACITIVE MULTI-TOUCH EDGE-LIT LED LCD, USB	\$404.34	1	\$404.34
WolfVision	VZ-3neo CMOS 1080p Desktop Visualizer	\$2,432.93	1	\$2,432.93
Crestron	DM-NVX-360C DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	\$987.80	8	\$7,902.40
Crestron	DM-NVX-360 DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$987.80	8	\$7,902.40
Crestron	DMF-CI-8 DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,097.56	1	\$1,097.56



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	DM-NVX-DIR -80 DM NVX Director Virtual Switching Appliance for 80 Endpoints	\$3,048.78	1	\$3,048.78
Extreme Networks	220-48P-10GE4 Extreme Switching 220 Series 220-48p-10GE4 - switch - 48 port Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po	\$2,140.10	1	\$2,140.10
<i>Audio System</i>				
Crestron	SAROS IC6T-W-T-EACH Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	\$140.24	6	\$841.44
Crown	DCI2X300 DCI2X300 DriveCore Install Analog 2-Channel Amplifier 2X300 Watts	\$841.46	1	\$841.46
Biamp Systems	TesiraFORTÉ X 1600 Meeting Room DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB and 16 channels of AEC. Meeting Room DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB and 16 channels of AEC.	\$3,536.59	1	\$3,536.59
Shure	MXWNCS8 8-CH NETWORKED CHARGING STATION	\$1,493.90	1	\$1,493.90
Shure	MXWAPT8--Z10 8-CH ACCESS POINT TRANSCEIVER	\$2,865.85	1	\$2,865.85
Shure	MXW8--Z10 DESKTOP BASE TRANSCEIVER	\$487.80	4	\$1,951.20
Shure	MX415LPDF /C 15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	\$189.02	4	\$756.08



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Shure	ANI4IN-XLR 4-Input, XLR connectors, Mic/Line Dante Audio Network Interface with PEQ and Audio Summing	\$469.51	1	\$469.51
RDL	AV-NH1 Network to Stereo Headphone Amplifier - Dante	\$422.30	1	\$422.30
Shure	MX412D/C Cardioid-12" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	\$256.10	2	\$512.20
Shure	MXA310B TABLE ARRAY,BLK	\$791.46	1	\$791.46
Shure	MXA910W-US Ceiling Array Microphone	\$3,657.32	4	\$14,629.28
William Sound AV	FM 557 PRO D FM Plus Large-area Dual FM and Wi-Fi assistive listening system with 4 FM R37 receivers. Features Dante input, coaxial cable and rack panel kit for professional installation. System includes: (1) FM T55 D transmitter, (4) PPA R37N receivers, (4) EAR 02	\$1,767.68	1	\$1,767.68
Listen Technology	LKS-3-A1 ListenTALK Collabor-8 System	\$3,353.93	1	\$3,353.93
Cambridge	E-A-W-16-4 Standard Emitters, White, 4 pack, with 4 x 16 ft white plenum rated cables	\$274.88	2	\$549.76
Cambridge	Qt 100 Qt-100, 1-zone sound masking control module	\$554.88	1	\$554.88
Control System				



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	CEN-GWEXER infiNET EX Network and ER Wireless Gateway	\$274.39	1	\$274.39
Crestron	CEN-IO-RY-104 Wired Ethernet Module with 4 Relay Ports	\$225.61	1	\$225.61
Crestron	TST-902 8.7" Wireless Touch Screen	\$2,317.07	1	\$2,317.07
Crestron	TS-1070-B-S 10.1 in. Tabletop Touch Screen, Black Smooth	\$1,829.27	1	\$1,829.27
Crestron	PRO4 4-Series Control System	\$3,475.61	1	\$3,475.61
<i>Miscellaneous Hardware</i>				
Liberty	BYOD-HUB-UT BYOD HUB UNDER TABLE FORMAT	\$493.83	2	\$987.66
Crestron	FT2-500-ELEC-B FlipTop FT2 Series Cable Management System, 500 Size, Electrical, Black	\$371.95	2	\$743.90
Crestron	FT2A-PWR-US-2 AC Power Outlet Module for FT2 Series, Dual, US NEMA 5, Type B, with 2 Under-Table Outlets and Cord	\$91.46	2	\$182.92
Crestron	FT2A-CHGR-USBA/C USB Rapid Charging Module for FT2 ELEC Series, USB Type-C and Type-A High Power Charging Ports, Bus Powered	\$152.44	2	\$304.88
Crestron	FT2A-PLT-BLANK-10 FlipTop FT2 Series Cable Management System Blank Plate Modules, Qty. 10	\$48.78	1	\$48.78
Crestron	FT2A-PLT-PT-10 FlipTop FT2 Series Cable Management System Cable Pass-Through Plate Modules, Qty. 10	\$48.78	1	\$48.78
Crestron	FT2A-UTK-CLOAK Under-Table Cloak for FT2 Series Gravity Cable Retractors	\$48.78	2	\$97.56



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Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
CHIEF	CMS492C 2 X 2 AV CEILING ENCLOSURE W/COLUMN	\$536.93	1	\$536.93
CHIEF	VCTUW XL Universal Toolless Proj Mount White	\$479.93	1	\$479.93
CHIEF	PDRUB LARGE DUAL ARM W/ UNIVERSAL	\$724.11	3	\$2,172.33
CHIEF	K1W120B K1 WALL MNT SINGLE DISPLAY 2L ARM BLK	\$189.30	1	\$189.30
VADDIO	998-6000-006 DUAL 1/2 RACK MOUNTING KIT	\$98.56	1	\$98.56
Digitalinx	HDPMM10F HDMI PREMIUM 18G CBL W/NET 10'	\$14.68	1	\$14.68
Digitalinx	HDPMM06F HDMI PREMIUM 18G CBL W/NET 6'	\$12.55	16	\$200.80
Crestron	PW-2412WU Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	\$42.68	9	\$384.12
Cables and Kits	RRA1U Recessed Rack Adapter	\$33.52	1	\$33.52
surgeX	UPS-2000-OL ONLINE UPS 2000VA 2RU 20A 5P	\$1,845.01	1	\$1,845.01
SurgeX	UPS-BPX-2000 EXT BATTERY PACK UPS-2000-OL	\$586.47	2	\$1,172.94
SurgeX	SA-82 SURGE & POWER COND 8A 2PORT	\$257.37	5	\$1,286.85
SurgeX	SX-DS-158 120V 15A SURGE PROTECTION	\$160.06	2	\$320.12

Subtotal: **\$115,390.05**

Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Hallway Overflow				



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Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W 4K LCD DISPLAY	\$1,963.41	1	\$1,963.41
Crestron	DM-NVX-360 DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$987.80	2	\$1,975.60
CHIEF	MTM1U Micro-Adjust Tilt Wall Mount Medium	\$149.53	1	\$149.53
RDL	TX-1A Bal. to Unbal. Transformer - Adjustable	\$41.68	1	\$41.68
SurgeX	SX-DS-154 SURGE & POWER FILTER 15A 4PORT	\$283.23	1	\$283.23
Crestron	PW-2412WU Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	\$42.68	2	\$85.36

Subtotal: **\$4,498.81**

Room 1, 2 Services

Product Details	Ext. Price
Installation Labor	\$8,250.00
Project Management	\$2,750.00
Design/Engineering	\$2,640.00
Programming Labor	\$7,000.00

Subtotal: **\$20,640.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$3,440.80

Subtotal: **\$3,440.80**



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Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$5,047.32
Subtotal:	\$5,047.32



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WILCO - AV System and Installation - New District Courtroom - TIPS 210101



Prepared by:

Austin

Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:

Williamson County



Quote Information:

Quote #: [REDACTED]

Version: 1

Delivery Date: 08/26/2021

Expiration Date: 09/30/2021

Quote Summary

Description	Amount
Room 1 - Hardware	\$115,390.05
Room 2 - Hardware	\$4,498.81
Room 1, 2 Services	\$20,640.00
Miscellaneous Materials	\$3,440.80
Service & Maintenance	\$5,047.32

Subtotal: **\$149,016.98**

Shipping: **\$1,270.80**

Total: **\$150,287.78**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$150,287.78

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.



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Austin

Signature: Mark D. Mazac
Name: Mark Mazac
Title: Account Executive
Date: 08/26/2021

Williamson County

Signature: Bill Gravell
Bill Gravell (Sep 28, 2021 14:35 CDT)
Name: Don Heflin
Date: Sep 28, 2021



Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these



Statement of Performance

items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used



Statement of Performance

- Who to call when help is required

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer’s warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.



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Statement of Performance

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.