

**RESOLUTION NO. 2023- 2979**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF AUDIOVISUAL SOFTWARE, HARDWARE, AND RELATED PROFESSIONAL INSTALLATION AND MAINTENANCE SERVICES FOR THE TOWN COMMISSION CHAMBERS AND CONTROL ROOM FROM AVI-SPL, INC. UTILIZING THE TERMS, CONDITIONS, AND PRICING OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT NO. 200904; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the "Town") is in need of audiovisual software, hardware, and related installation services for the Town Commission Chambers and Control Room, including maintenance services for a one (1) year period (the "Equipment and Services"); and

**WHEREAS**, The Interlocal Purchasing System (TIPS), a Department of Texas Education Service Center cooperative purchasing entity, has competitively awarded Contract No. 200904 (the "TIPS Contract") for the Equipment and Services to AVI-SPL, Inc. (the "Contractor"); and

**WHEREAS**, Section 3-13(3) of the Town Code of Ordinances (the "Town Code") provides that purchases made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies are exempt from the competitive bidding procedures of the Town Code (the "Code"); and

**WHEREAS**, the Town Commission desires to enter into an agreement with the Contractor, in substantially the form attached hereto as Exhibit "A" (the "Agreement") for the purchase of the Equipment and Services in an amount not to exceed \$148,137.90

utilizing the terms, conditions, and pricing of the TIPS Contract and consistent with the Proposal of the Contractor attached hereto as Exhibit "B"; and

**WHEREAS**, the Town Commission finds that the purchase of the Equipment and Services under the TIPS Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Code; and.

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of Agreement for Purchase of Equipment and Services.** The Town Commission hereby approves the Agreement with the Contractor for the purchase of the Equipment and Services in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization to Execute Agreement.** The Town Manager is hereby authorized to negotiate and execute the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor on behalf of the Town in an amount not to exceed \$148,137.69, consistent with the Contractor's Proposal attached hereto as Exhibit "B," subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

**Section 4. Exemption from Competitive Bidding.** Pursuant to Section 3-13(3) of the Town's Code, the Town Commission finds that the purchase of the Equipment and Services is exempt from competitive bidding.

**Section 5. Implementation.** The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the purchase of the Equipment and Services and the purposes of this Resolution

**Section 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14<sup>th</sup> day of March, 2023.

Motion By: Commissioner Landsman  
Second By: Commissioner Meisheid

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	<u>YES</u>
Commissioner Marianne Meisheid	<u>YES</u>
Commissioner Nelly Velasquez	<u>YES</u>
Vice Mayor Jeffrey Rose	<u>YES</u>
Mayor Shlomo Danzinger	<u>YES</u>

  
\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

Section 2. Exemption from Competitive Bidding. Pursuant to Section 3-

(3) of the Town's Code, the Town Commission finds that the purchase of the equipment

and services is exempt from competitive bidding.

Section 3. Implementation. The Town Manager and Town Officials are hereby

authorized to take any and all actions which are necessary to implement the purpose of

the Equipment and Services and the purpose of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately

upon adoption.

PASSED AND ADOPTED this 14th day of March, 2023.

Motion by Commissioner Fred Landman  
Second by Commissioner Mahanne Maresch

*[Handwritten signatures]*

FINAL VOTE ON ADOPTION:  
Commissioner Fred Landman  
Commissioner Mahanne Maresch  
Commissioner Nelly Velasquez  
Vice Mayor Jeffrey Rose  
Mayor Shilene Daxinger

*[Signature]*  
Shilene Daxinger, Mayor

ATTEST:

*[Signature]*  
Sandra McCurdy, MMC  
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF BURNSIDE ONLY:

*[Signature]*  
Wesley Helman Cole & Richman, P.L.L.C.  
Town Attorney

**COVER AGREEMENT BETWEEN  
THE TOWN OF SURFSIDE  
AND  
AVI-SPL, INC.**

**THIS AGREEMENT** (this "Agreement") is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **AVI-SPL, INC.**, a Delaware for-profit corporation authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Town and the Contractor are referred to as the "Parties."

**WHEREAS**, the Town is in need of audiovisual software, hardware, and related installation services (the "Services") for the Town Commission Chambers and Control Room, including maintenance services for a one (1) year period ("Maintenance Services"); and

**WHEREAS**, the Interlocal Purchasing System (TIPS), a Department of Texas Education Service Center cooperative purchasing entity, has competitively awarded Contract No. 200904 (the "TIPS Contract"), which contract is attached hereto as Exhibit "A," for the Services, among other things, to the Contractor; and

**WHEREAS**, the Contractor has provided the Town a proposal for the Services at the Town Commission Chambers and Control Room in the amount of \$148,137.69, including one (1) year of maintenance services (the "Proposal"), which Proposal is attached hereto as Exhibit "B"; and

**WHEREAS**, the Proposal incorporates the terms and conditions of the TIPS Contract and also includes (i) General Terms and Conditions (the "General Terms"), an Addendum to the General Terms – Support and Maintenance Services (the "Maintenance Addendum"), and Addendum to the General Terms – Software License ("Software Addendum"); and

**WHEREAS**, pursuant to the terms, conditions, and rates of the TIPS Contract, the Town desires to purchase the Services from the Contractor in an amount not to exceed \$148,137.69; and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the TIPS Contract and the Proposal in this Agreement, except as otherwise modified or amended herein; and

**WHEREAS**, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

**WHEREAS**, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to implement the Project and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Town and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the TIPS Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the TIPS Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
  - A. First Priority: Agreement;
  - B. Second Priority: E-Verify Affidavit;
  - C. Third Priority: Exhibit A – TIPS Contract;
  - D. Fourth Priority: Exhibit B – Proposal, excluding the General Terms, Maintenance Addendum, and Software Addendum;
  - E. Fifth Priority: General Terms
  - F. Sixth Priority: Maintenance Addendum;
  - G. Seventh Priority: Software Addendum.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the TIPS Contract unless otherwise provided in this Agreement. All references to Miami-Dade County shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation to the Contractor for the Services shall be in the amount of \$148,137.69, inclusive of \$8,672.80 in Maintenance Services,, in accordance with the rates of the TIPS Contract attached hereto as Exhibit "A" and the Contractor's Proposal attached hereto as Exhibit "B."
6. **Indemnification.**
  - A. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made

pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

- B. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- C. The provisions of this section shall survive termination of this Agreement.

## **7. Insurance.**

- A. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
  - i. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
  - ii. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
  - iii. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
  - iv. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.
  - v. Cyberliability Insurance in an amount not less than Two million Dollars (\$2,000,000.00) per occurrence, single limit.

- B. Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- C. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- D. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- E.** The provisions of this section shall survive termination of this Agreement.
- 8. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
- 9. Attorneys Fees and Waiver of Jury Trial.**
- A.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.
- B.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.



## **10. Ownership and Access to Records and Audits.**

- A.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- C.** Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- E.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- H.** **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Sandra McCready, MMC**  
**Mailing address: 9293 Harding Avenue**  
**Surfside, FL 33154**  
**Telephone number: 305-861-4863**  
**Email: smccready@townofsurfsidefl.gov**

**11. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**12. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**13. As to General Terms (beginning on page 25 of the Proposal):**

- A. Section 1, "Applicability of Terms," is hereby deleted in its entirety.
- B. Section 5, "Buyer in Arrears or Default," is hereby deleted in its entirety and replaced as follows:

Town shall compensate the Contractor in accordance with the Florida Prompt Payment Act.

- C. Subsection 9.4 of Section 9, "Warranty," is hereby deleted in its entirety.
- D. Section 11, "Limitation of Liability and Exclusion of Damages," is hereby deleted in its entirety.
- E. Section 16, "Termination," is hereby deleted in its entirety and replaced as follows:

16.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

16.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

16.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 16.4.

16.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

- F. Subsection 17.1 of Section 17, "Governing Law and Jurisdiction," is hereby deleted and replaced as follows:

17.1. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**14. As to Software Addendum (beginning on page 29 of the Proposal):**

- A. Section 4, "Indemnification," is hereby deleted in its entirety and replaced as follows:

4.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

4.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

4.3. The provisions of this section shall survive termination of this Agreement.

**15. As to Maintenance Addendum (beginning on page 21 of the Proposal):**

- A. Section 11, "Charges and Payments," is hereby deleted in its entirety.
- B. Section 12, "Termination," is hereby deleted in its entirety.
- C. Section 15, "Warranty and Limitation of Liability," is hereby deleted in its entirety.

**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**TOWN OF SURFSIDE**

**CONTRACTOR**

By: \_\_\_\_\_

Hector Gomez  
Acting Town Manager

Attest:

By: \_\_\_\_\_

Sandra McCready, MMC  
Town Clerk

Approved as to form and legal  
sufficiency:

By: \_\_\_\_\_

Weiss Serota Helfman Cole &  
Bierman, P.L.  
Town Attorney

**Addresses for Notice:**

Hector Gomez  
Town of Surfside  
Attn: Acting Town Manager  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
305-993-5097 (facsimile)  
hgomez@townofsurfsidefl.gov  
(email)

**With a copy to:**

Weiss Serota Helfman Cole &  
Bierman, P.L.  
Attn: Lillian Arango, Esq.  
Town of Surfside Attorney  
2800 Ponce de Leon  
Boulevard, Suite 1200  
Coral Gables, FL 33134  
larango@wsh-law.com (email)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity:

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**EXHIBIT "A"**  
**TIPS Contract No. 200904**

# TIPS VENDOR AGREEMENT

Between Audio Visual Innovations, Inc. and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 200904 Audio Visual Equipment, Supplies, and Services**

## General Information

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

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

#### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

#### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

#### **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- 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 the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

#### **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

**"Start Date" for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation

**Example:** *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

**"Termination Date":** The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.

**Example:** *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*



Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. 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**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the Vendor 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 Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

**Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

**Safety Measures**

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

**Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

**Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

**Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

#### **Survival Clause**

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

#### **Legal obligations**

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

#### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

**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 full 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.

**Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

**Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

**Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

**Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

**Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

**Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

**Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned

**Workers' Compensation**

Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.

**Umbrella Liability**

\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 200904 Audio Visual Equipment, Supplies, and Services

Company Name Audio Visual Innovations, Inc.

Address 6301 Benjamin Road, Suite 101

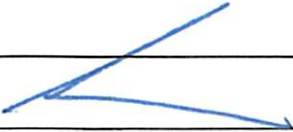
City Tampa State FL Zip 33634

Phone (813) 884-7168 Fax (813) 882-9508

Email of Authorized Representative Steve.Palmer@avispl.com

Name of Authorized Representative Steve Palmer

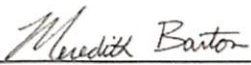
Title Chief Financial Officer

Signature of Authorized Representative 

Date 10/07/2020

TIPS Authorized Representative Name MEREDITH BARTON

Title CHIEF OPERATING OFFICER

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 12/16/2020



## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



**200904**  
**AVI SPL**  
**Supplier Response**

**Event Information**

Number: 200904  
Title: Audio Visual Equipment, Supplies, and Services  
Type: Request for Proposal  
Issue Date: 9/3/2020  
Deadline: 10/16/2020 03:00 PM (CT)

**Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: bids@tips-usa.com

## AVI SPL Information

Contact: Cindy Turner  
Address: 6301 Benjamin Road  
Suite 101  
Tampa, FL 33634  
Phone: (813) 884-7168  
Fax: (813) 882-9508  
Toll Free: (800) 282-6733  
Email: Bids@avispl.com

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

Jay Bosch

[jay.bosch@avispl.com](mailto:jay.bosch@avispl.com)

Signature

Email

Submitted at 10/16/2020 12:03:00 PM

## Supplier Note

It is our pleasure to continue to grow business together with TIPS! We have added a several new vendors and a services schedule that can be used across the U.S. These additions will certainly increase contract utilization across the U.S. We appreciate partnering with TIPS over the last few years and we look forward to working together for many years to come. In appreciation-- Jay Bosch, Director of State, Local Government and Education (SLED) for North America

## Requested Attachments

### Vendor Agreement

200904 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

200904 Agreement\_Signature\_Form\_Executed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet #1

AVISPL 200904 Pricing\_form\_1 FINAL.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### Pricing Spreadsheet #2

AVISPL 200904 Pricing\_form\_2 FINAL.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

**References**

References AVI-SPL Final.pdf

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

**Proposed Goods and Services**

Additional Information- TIPS 200904.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

**D/M/WBE Certification OPTIONAL**

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Warranty**

AVISPL Warranty Information.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Supplementary**

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**All Other Certificates**

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Logo and Other Company Marks**

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

**Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS**

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS  
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

**Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION**

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

**Disclosure of Lobbying Activities Standard Form LLL**

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

**Confidentiality Form**

CONFIDENTIAL.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

**Current W-9 Tax Form**

2020\_W-9\_AVI.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

## Response Attachments

### CERTIFICATION OF CORPORATE OFFERER FORM\_Executed.pdf

Certification of Corporate Offeror

### CONFIDENTIAL.pdf

Confidential Disclosure Form and copy of Confidential Materials

### 2020 W-9 AVI.pdf

Audio Visual Innovations, Inc. W9

## Bid Attributes

<b>1</b>	<b>Yes - No</b> 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. <input type="text" value="NO"/>
<b>2</b>	<b>Yes - No</b> Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a>  Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
<b>3</b>	<b>Yes - No</b> The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
<b>4</b>	<b>States Served:</b> If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
<b>5</b>	<b>Company and/or Product Description:</b> This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="www.avispl.com"/>
<b>6</b>	<b>Primary Contact Name</b> Primary Contact Name <input type="text" value="Jay Bosch"/>
<b>7</b>	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="Director"/>

<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="jay.bosch@avispl.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5733531438"/>
<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5733531438"/>
<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Cindy Turner"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Government Contract Manager"/>
<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="cindy.turner@avispl.com"/>
<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8138847168"/>
<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8138847168"/>

<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. Cindy Turner
<b>19</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email cindy.turner@avispl.com
<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8138847168
<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Jay Bosch
<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email jay.bosch@avispl.com
<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 5733531438
<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com) www.avispl.com
<b>25</b>	<b>Federal ID Number</b> Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) 591958935
<b>26</b>	<b>Primary Address</b> Primary Address 6301 BENJAMIN RD, SUITE 101
<b>27</b>	<b>Primary Address City</b> Primary Address City Tampa
<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) FL

<b>29</b>	<b>Primary Address Zip</b>
	Primary Address Zip
	<input type="text" value="33634"/>

<b>30</b>	<b>Search Words:</b>
	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. <b>YOU MAY NOT LIST NON-CATEGORY ITEMS.</b> (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)
	<input type="text" value="audio, visual, government, unified communications, zoom, microsoft, projector, screen, panels, interactive panels, monitors, telemedicine, augmented reality, virtual reality, headsets, emergency operation center, court, corrections, higher education, k-12, esports, conference room, hybrid learning, PTZ"/>

<b>31</b>	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b>
	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.
	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?
	<input type="text" value="Yes"/>

<b>32</b>	<b>Yes - No</b>
	<b>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</b>
	(A) has its principal place of business in Texas;
	OR
	(B) employs at least 500 persons in Texas?
	This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.
	<input type="text" value="No"/>

<b>33</b>	<b>Company Residence (City)</b>
	Vendor's principal place of business is in the city of?
	<input type="text" value="Tampa"/>

<b>34</b>	<b>Company Residence (State)</b>
	Vendor's principal place of business is in the state of?
	<input type="text" value="FL"/>



**35** **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

**36** **Yes - No**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

**37** **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**38** **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

**39** **Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

<b>40</b>	<b>Years experience in category of goods or services</b> Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information. <input style="width: 100px;" type="text" value="40"/>
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<b>41</b>	<b>Resellers:</b> Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.  EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.  (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). <input style="width: 100px;" type="text" value="Yes"/>
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<b>42</b>	<b>Pricing discount percentage are guaranteed for?</b> Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? <input style="width: 100px;" type="text" value="YES"/>
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<b>43</b>	<b>Right of Refusal</b> Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? <input style="width: 100px;" type="text" value="Yes"/>
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<b>44</b>	<b>NON-COLLUSIVE BIDDING CERTIFICATE</b> By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;  2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:  3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;  4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.  Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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**4  
5** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

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

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

**4  
6** **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

**4  
7** **Regulatory Standing**

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

**4  
8** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

**4  
9** **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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

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

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

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

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

**Suspension or Debarment Instructions**

## Instructions for Certification:

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

**5**  
**1** **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

**5**  
**2** **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

Yes

**5**  
**3** **2 CFR PART 200 Contract Provisions Explanation**

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

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

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

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

**5**  
**4** **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

**5**  
**5** **2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Does vendor agree?

Yes

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**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

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**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

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**2 CFR PART 200 Federal Rule**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

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**2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

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**Certification Regarding Lobbying**

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

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

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

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

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

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

I HAVE NOT Lobbied per above

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**If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.



<b>6 2</b>	<b>Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</b> Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?  IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.  <input type="text" value="YES"/>
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<b>6 3</b>	<b>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</b> ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.  (b) Affirmative steps must include:  (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;  (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;  (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;  (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;  (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and  (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.  <input type="text" value="YES"/>
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**6** **Indemnification**

**4** The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

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

**6** **Remedies**

**5** The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6** **Remedies Explanation of No Answer**

**6**

<b>6</b> <b>7</b>	<b>Choice of Law</b> The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.  Do you agree to these terms? <input type="text" value="Agreed"/>
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<b>6</b> <b>8</b>	<b>Venue, Jurisdiction and Service of Process</b> Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.  Do you agree to these terms? <input type="text" value="Agreed"/>
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<b>6</b> <b>9</b>	<b>Infringement(s)</b> The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.  Do you agree to these terms? <input type="text" value="Yes, I Agree"/>
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<b>7</b> <b>0</b>	<b>Infringement(s) Explanation of No Answer</b> <input type="text" value="No response"/>
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<b>7</b> <b>1</b>	<b>Contract Governance</b> Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. <input type="text" value="Yes"/>
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**7** **Payment Terms and Funding Out Clause**

**2** **Payment Terms:**

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

**Funding Out Clause:**

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms?

Yes

**7** **Insurance and Fingerprint Requirements Information**

**3** **Insurance**

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

**Fingerprint**

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

**7**  
**4** **Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

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

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

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

I certify that:

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

OR

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

None

**7** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**5** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. **BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.**

**7** **Texas Government Code 2270 Verification Form**

**6** Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

**7** **Logos and other company marks**

**7** Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

<b>7</b> <b>8</b>	<b>Solicitation Deviation/Compliance</b> Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
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<b>7</b> <b>9</b>	<b>Solicitation Exceptions/Deviations Explanation</b> If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. <input type="text" value="No response"/>
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<b>8</b> <b>0</b>	<b>Agreement Deviation/Compliance</b> Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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<b>8</b> <b>1</b>	<b>Agreement Exceptions/Deviations Explanation</b> If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. <input type="text" value="No response"/>
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<b>8</b> <b>2</b>	<b>Felony Conviction Notice</b> Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.  Select A., B. or C.  A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.  OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR  C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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<b>8 3</b>	<p><b>If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.</b></p> <p>If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.</p> <ol style="list-style-type: none"> <li>1. Name of Felon(s)</li> <li>2. The named person's role in the firm, and</li> <li>3. Details of Conviction(s).</li> </ol> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
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<b>8 4</b>	<p><b>Long Term Cost Evaluation Criterion # 4.</b></p> <p>READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">increases will be 5% or less annually per question</div>
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<b>8 5</b>	<p><b>Required Confidentiality Claim Form</b></p> <p>Required Confidentiality Claim Form</p> <p>This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at <a href="mailto:rick.powell@tips-usa.com">rick.powell@tips-usa.com</a></p>
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<b>8 6</b>	<p><b>Choice of Law clauses with TIPS Members</b></p> <p>If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Agreed</div>
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<b>8 7</b>	<p><b>Venue of dispute resolution with a TIPS Member</b></p> <p>In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Agreed</div>
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## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Audio Visual Innovations, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>6301 Benjamin Road, Suite 101</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Tampa, FL 33634</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
5	9		1	9	5	8	9	3	5

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/2/20</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**EXHIBIT "B"**  
**CONTRACTOR'S PROPOSAL**

AudioVisual Solutions Proposal For

# TOWN OF SURFSIDE

## Council Chambers AV Upgrade



A Digital Workplace Services Provider



2501 SW 160th Ave  
Suite 500  
Miramar, FL 33027  
(954) 938-9382  
Fax: (954) 776-4772  
[www.avispl.com](http://www.avispl.com)

**Prepared By:** Zoran Visnjic  
Zoran.Visnjic@avispl.com

**Proposal No:** 379301-9

# Project Implementation Process

## Integration Process

AVI-SPL is dedicated to giving you with technically sound, well-integrated, and user-friendly solutions. To that end, AVI-SPL utilizes a six-step process that ensures seamless communication and transition from project conception to project completion.

The beginning of the process is essential to the success of the implementation and Customer Care Services that ensure acclimation, adoption, and continued use of the technology.

The scope of this Design Proposal is summarized in Phases I & II. Phases III – VI outline the process through to completion including implementation of the concierge level service requested by the client.

### Phase I - Consultation

The consultation process is the foundation of the system design and capabilities. During this process, we meet with key personnel to gain a thorough understanding of needs, objectives, and issues:

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options
- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

### Phase II - Engineering & Design

AVI-SPL appoints a Project Engineer, who will team up with your AVI-SPL Account Manager and follow your project through to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer and AVI-SPL Account Manager perform a feasibility study. This study includes an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the engineering and design process, we select the appropriate equipment, hardware, and software. The result of the engineering and design process is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validate the design's performance and concepts
- Provide any value engineering and performance enhancement recommendations
- Convert concept drawings to schematic, "build to" shop drawings
- Submit final shop drawings and hardware list for approval prior to procurement and construction.

The documents created by the Systems Group engineering team include but are not limited to:

- Rack elevations
- Patch bay elevations
- Lighting fixture locations
- Custom assembly details

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- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Creation of fabrication documentation including wire numbers
- Verification of wire types
- Speaker cluster rigging design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware
- Items
- Provide other submittals as required

At the conclusion of Phase II, the project’s design is finalized, all areas of system performance have been optimized, and the hardware parts lists, as well as the engineering drawings, are given final approval. The on-site pre-wiring shall immediately begin.

### Phase III: Pre-Installation

AVI-SPL’s senior procurement managers will begin procurement of the hardware required for the system.

Procurement is prioritized between:

- Items immediately required for the initial on-site pre-installation by our installation team
- Long lead items
- Custom panels and custom/project specific hardware items
- All other hardware items
- Engineering and development of custom control software

The procurement manager informs our project manager of any discontinued, new models or upgraded products on the hardware list. In these instances, AVI-SPL submits cut sheets on any new hardware items for approval and substitution into the system.

The fabrication process begins upon receipt of product. AVI-SPL’s fabrication team utilizes the approved engineering drawings to build the systems. All system fabrication work is performed at our fabrication facility.

AVI-SPL’s fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring
- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks
- Installation of control software
- Testing and operating of multiple racks as a complete system
- “Burn in” quality-control testing of multiple racks as a complete audio-visual system
- Initial modifications to show control software
- Acceptance of tested and “burned in” systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL’s custom shipping standards
- Delivery of the racks to the site via dedicated air ride trucks

The careful testing and “burn in” of the completed systems in the fabrication shop will prevent the likelihood of discrepancies encountered during the onsite installation and testing.

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#### **Phase IV: On-site Installation**

The on-site installation effort is coordinated by project manager and lead installer. The lead installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL field verifies conformance of installed cabling and other conditions necessary to ensure efficient integration of systems and devices. The team of on-site personnel will vary in number depending on the task requirements for that day. The project manager determines the correct resources required for the specific installation tasks. The AVI-SPL lead installer, project manager, and engineer carefully supervise our subcontractor. Depending on the required tasks, our daily on-site installation crew will include:

- AVI-SPL Project Manager
- AVI-SPL Lead Installer
- Installation Personnel as necessary

When required, AVI-SPL provides:

- Senior Engineers
- Field Engineers
- Supplemental Field Technicians
- Test and Adjust Engineers
- Specialty Labor as required

Once the installation is complete, the systems are carefully checked and brought on line. The final phases of the project begin.

#### **Phase V: Commissioning, Testing, and Adjustments**

During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers travel to the job site to commission the system. All installation work is thoroughly checked prior to 'turn on.' Errors or problems are corrected, and all equipment is adjusted for optimal performance in accord with the project specifications.

The test and adjustment team consist of:

- Owner's Technical Representatives
- AVI-SPL's Project Manager

The result of phase V is the shortest possible final punch list. Our projects typically have short punch lists thanks to:

- Adherence to our quality assurance program
- Correcting site-specific problems as they are detected
- Installation of fully tested and "burned in" electronic hardware
- Termination into fully tested and verified cabling and far end connections

By adhering to these engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

#### **Phase VI: Training – As Required**

Training is available throughout the project. We recommend the owner's technical representative visit AVI-SPL's fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will:

- Provide a comprehensive review of the system's hardware
- Review the system's cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system

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The owner's technical team may observe how the system interconnects to the building's pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of "hands on" training to the onsite operational personnel.

Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide on-site maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL produces operator manuals and other documentation to support the systems as required.

### Process Control & Documentation

Reports and documentation are all standardized. Reporting and documentation for all project activities are stored in a centralized database for efficient access by integral departments (purchasing, distribution, systems integrations, account management etc.). All systems integration projects are overseen by AVI-SPL's Chief Operating Officer (COO). The COO is responsible for overseeing all documentation and daily operational activities throughout our national systems integration network. Documentation and purchase orders are reviewed regularly by the corporate office.

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## Investment Summary

Prepared For:	<b>JOSE FELIZ</b>
	<b>TOWN OF SURFSIDE</b>
	<b>9293 Harding Ave</b>
	<b>Surfside, FL 33154-3000</b>

Prepared By:	<b>Zoran Visnjic</b>
Date Prepared:	<b>02/15/2023</b>
Proposal #:	<b>379301-9</b>
Valid Until:	<b>03/18/2023</b>

<b>Total Equipment Cost</b>	<b>\$93,506.72</b>
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

<b>Professional Integration Services</b>	<b>\$41,750.00</b>
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Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

<b>Direct Costs</b>	<b>\$0.00</b>
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Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

<b>General &amp; Administrative</b>	<b>\$4,208.17</b>
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Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

<b>Services - Room Support and Maintenance</b>	<b>\$8,672.80</b>
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Includes post-installation support and maintenance options selected for installed rooms

<b>Subtotal</b>	<b>\$148,137.69</b>
<b>Tax</b>	<b>Exempt (*)</b>
<b>Total</b>	<b>\$148,137.69</b>

\* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

**Purchase orders should be addressed to AVI-SPL LLC**

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date

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## Room Summary - Council Chambers AV Upgrade

### Equipment List

Mfg	Description	Qty	Unit Price	Extended Price
	<b>COUNCIL CHAMBERS AV UPGRADE</b>			
	<b>*** Dais Equipment ***</b>			
APPLE	10.2" IPAD W/CRESTRON APP PREINSTALLED (NEW EQUIPMENT FURNISHED BY THE CLIENT - MAYOR TOUCH SCREEN CONTROL) (Owner Furnished Equipment)	1	OFE	OFE
AVISPL	VERTICAL 1RU RACK	2	\$34.64	\$69.28
AVISPL	CAT6 SHIELDED CABLE, BLUE, 1000' REEL	2	\$534.53	\$1,069.06
AVISPL	3' NANOFLEX 4K HDMI CABLE	1	\$14.65	\$14.65
AVISPL	6' NANOFLEX 4K HDMI CABLE	1	\$18.32	\$18.32
AVISPL	9' NANOFLEX 4K HDMI CABLE	2	\$21.99	\$43.98
AVISPL	12' NANOFLEX 4K HDMI CABLE	2	\$56.86	\$113.72
AVISPL	15' NANOFLEX 4K HDMI CABLE	2	\$64.99	\$129.98
CLOCKAUDIO	MICROPHONE, SEMI RIGID SHAFT, HALO, 5 PIN XLR W/RF FILTER	7	\$396.80	\$2,777.60
CLOCKAUDIO	DANTE TRANSPORTER, UDP FOR CRESTRON LOGIC	2	\$1,091.20	\$2,182.40
CLOCKAUDIO	POWER SUPPLY, 12V DC	2	\$132.80	\$265.60
CLOCKAUDIO	MOUNT, SHOCK ABSORBING BASE, BLACK W/MUTE LOGIC	7	\$314.40	\$2,200.80
CRESTRON	1:8 HDMI DISTRIBUTION AMP W/4K60 4:4:4 & HDR SUPPORT	1	\$687.50	\$687.50
IPOINT	LUXE IPAD 10.2" SECURED TABLETOP MOUNT	1	\$521.48	\$521.48
MIDDLE ATLANTIC	1RU UNIVERSAL VENTILATED RACK SHELF	2	\$45.29	\$90.58
MOCKETT	PLASTIC 1-1/2" GROMMET SET, LIGHT GRAY 92	7	\$5.92	\$41.44
PLANAR	22" ULTRA LOW PROFILE MONITOR	7	\$371.25	\$2,598.75
WIREMOLD	DESKTOP POWER DUAL OUTLET W/USB-A AND USB-C, WHITE (MOUNTED UNDER THE TABLE BY EACH CHAIR)	7	\$110.63	\$774.41
WYRESTORM	DECODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0 (FEED FROM MATRIX ENC/DEC SYSTEM TO DIAS MONITORS)	1	\$793.33	\$793.33
	<b>*** City Clerk Desk Equipment ***</b>			
MOCKETT	PLASTIC 1-1/2" GROMMET SET, LIGHT GRAY 92	3	\$5.92	\$17.76
RADIO DESIGN LABS	2-GANG TABLETOP ENCLOSURE, WHITE (PLACED ON TOP OF THE CITY CLERK DESK FOR LAPTOP ACCESS)	1	\$86.28	\$86.28
SHURE	DESKTOP 18" GOOSENECK CARDIOID MICROPHONE, 10' CABLE	3	OFE	OFE

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Mfg	Description	Qty	Unit Price	Extended Price
	(EXISTING MICROPHONES RELOCATED FROM THE DAIS) (Owner Furnished Equipment)			
SHURE	NETWORK BASED MUTE BUTTON, POE (TO BE USED TO MUTE PODIUM MICROPHONE)	1	\$374.93	\$374.93
WIREMOLD	DESKTOP POWER DUAL OUTLET W/USB-A AND USB-C, WHITE (MOUNTED UNDER THE TABLE BY EACH CHAIR)	3	\$110.63	\$331.89
WYRESTORM	2-GANG 4K HDMI ENCODER WALL PLATE (PLACED ON TOP OF THE CITY CLERK DESK FOR LAPTOP ACCESS)	1	\$1,065.33	\$1,065.33
	<b>*** Control Room Equipment ***</b>			
AJA	1X6 12G HD/SD SDI DISTRIBUTION AMPLIFIER (BROADCAST SWITCHER VIDEO OUTPUT)	1	\$585.94	\$585.94
AJA	3G-SDI TO USB 3.0 FRAME GRABBER (CAMERA FEED TO DESKTOP PC FOR ZOOM)	1	\$411.56	\$411.56
ATLAS	8X8 DSP DANTE AUDIO EXPANDER	1	\$3,385.80	\$3,385.80
AURORA	HDMI TO USB CONVERTER (CONTENT FEED TO DESKTOP PC FOR ZOOM)	1	\$229.23	\$229.23
AVISPL	3' NANOFLEX 4K HDMI CABLE	4	\$14.65	\$58.60
AVISPL	6' NANOFLEX 4K HDMI CABLE	5	\$18.32	\$91.60
AVISPL	9' NANOFLEX 4K HDMI CABLE	2	\$21.99	\$43.98
AVISPL	18" HD-SDI RG6 BNC CABLE	6	\$6.39	\$38.34
AVISPL	6' HD-SDI RG6 BNC CABLE	4	\$11.20	\$44.80
CRESTRON	USB TO ETHERNET ADAPTER FOR CONTROL ISOLATION	1	\$50.00	\$50.00
CRESTRON	WIRELESS PRESENTATION GATEWAY	1	\$1,581.25	\$1,581.25
CRESTRON	70V POWER AMPLIFIER	2	\$550.00	\$1,100.00
CRESTRON	DISTRIBUTION AMP 1 TO 8 HDMI W/4K60 4:4:4 & HDR SUPPORT	1	\$687.50	\$687.50
CRESTRON	6.5" SAROS 2-WAY IN-CEILING SPEAKER	8	\$158.75	\$1,270.00
CRESTRON	OFFLINE USB DONGLE LICENSE	1	\$93.75	\$93.75
CRESTRON	COMPUTER WITH CRESTRON VIRTUAL CONTROL SERVER SO	1	\$1,875.00	\$1,875.00
DECIMATOR	4K CROSS CONVERTER W/SCALING & FRAME RATE	1	\$568.98	\$568.98
GLOBAL CACHE	10-SLOT CHASSIS W/LAN, 4X RS232, 1X IR AND 4X RELAY, 1RU	1	\$989.44	\$989.44
LOGITECH	10" TAP IP TOUCH SCREEN (ZOOM MEETINGS CONTROLLER - PLACED INSIDE THE CONTROL ROOM)	1	\$645.70	\$645.70
MIDDLE ATLANTIC	FLOOR STANDING AV RACK CASTER BASE, 20" DEEP	1	\$222.60	\$222.60
MIDDLE ATLANTIC	20" DEEP 40RU FLOOR STANDING AV RACK, NO DOORS	1	\$665.40	\$665.40
MIDDLE ATLANTIC	SET OF RACK COOLING FANS W/CONTROLLER	1	\$565.80	\$565.80
MIDDLE ATLANTIC	40RU SET OF REAR RACK RAILS	1	\$84.60	\$84.60
MIDDLE ATLANTIC	1RU BLANK PLATE, PACK OF 12	2	\$88.20	\$176.40
MIDDLE ATLANTIC	SET OF 1.5" OFFSET LACING BARS	1	\$83.40	\$83.40
MIDDLE ATLANTIC	VERTICAL POWER SURGE PROTECTOR W/24 OUTLETS	2	\$180.00	\$360.00

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Mfg	Description	Qty	Unit Price	Extended Price
MIDDLE ATLANTIC	1RU UNIVERSAL VENTILATED RACK SHELF	3	\$45.29	\$135.87
MIDDLE ATLANTIC	1RU VENTILATED RACK PLATE	6	\$16.20	\$97.20
NETGEAR	40-PORT POE+ SWITCH FOR DANTE AUDIO, VIDEO AND CONTROL	1	\$2,146.40	\$2,146.40
NETGEAR	DUAL BAND GIGABIT WAP	1	\$114.27	\$114.27
OFE	24" DESKTOP MONITOR (NEW EQUIPMENT - OWNER FURNISHED) (Owner Furnished Equipment)	2	OFE	OFE
OFE	PC W/INTEL I7, 8GB RAM, WINDOWS 10 64BIT, NVIDIA GPU (REQUIRED FOR CAMERA PRESETS CONTROL SOFTWARE) (Owner Furnished Equipment)	1	OFE	OFE
OFE	VIDEO CONFERENCING DESKTOP W/DUAL HDMI OUTPUT (REQUIRES 4 USB PORTS - ZOOM LICENSE FURNISHED BY THE CLIENT) (Owner Furnished Equipment)	1	OFE	OFE
PANASONIC	AUTO TRACKING SOFTWARE FOR PANASONIC PTZ CAMERA	1	\$1,517.91	\$1,517.91
PEERLESS	VERTICAL DUAL MONITOR DESKTOP STAND	1	\$397.32	\$397.32
QSC	AEC DSP	1	\$1,625.00	\$1,625.00
QSC	SOFTWARE LICENSE, Q-SYS DANTE 64x64 CHANNEL, PERPETUAL	1	\$1,337.50	\$1,337.50
QSC	UCI SOFTWARE LICENSE, Q-SYS CORE	1	\$86.88	\$86.88
QSC	SCRIPTING SOFTWARE LICENSE, Q-SYS CORE	1	\$173.13	\$173.13
RADIO DESIGN LABS	DUAL XLR AUDIO OUT PRESS PLATE (NO VIDEO), WHITE (TO BE INSTALLED IN FRONT OF THE CONTROL ROOM WINDOW)	1	\$26.68	\$26.68
RADIO DESIGN LABS	2-GANG TABLETOP ENCLOSURE, WHITE (PLACED ON TOP OF THE COUNTER FOR LAPTOP ACCESS)	1	\$86.28	\$86.28
WYRESTORM	2-GANG 4K HDMI ENCODER WALL PLATE (PLACED ON TOP OF THE COUNTER FOR LAPTOP ACCESS)	1	\$1,065.33	\$1,065.33
WYRESTORM	ENCODER/DECODER RACK MOUNT, 6RU, 12 UNITS	1	\$264.00	\$264.00
WYRESTORM	DECODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0 (1X PANASONIC SWITCHER FEED, 1X AUDIO EXTRACT, 1X CONTENT INGEST LOGI, SPARE)	4	\$793.33	\$3,173.32
WYRESTORM	ENCODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0 (1X CONTROL ROOM FEED, 1X AIR MEDIA, 1X SCALA FEED, 1X SMART HUB FEED, SPARE)	5	\$793.33	\$3,966.65
WYRESTORM	CONTROLLER FOR NETWORK HD 500 SERIES, POE, 1RU	1	\$665.33	\$665.33
WYRESTORM	CHASSIS BLANKING PLATE	3	\$25.33	\$75.99
	<b>*** Walls &amp; Ceiling Equipment ***</b>			
AVISPL	CAT6 SHIELDED CABLE, BLUE, 1000' REEL	1	\$534.53	\$534.53
AVISPL	3' NANOFLEX 4K HDMI CABLE	1	\$14.65	\$14.65
CHIEF	UPPER SUSPENDED PROJECTOR MOUNT (PLACED ABOVE THE CEILING TILES GRID)	1	\$195.43	\$195.43
CHIEF	PROJECTOR COLUMN DECORATIVE TRIM RING, WHITE	1	\$15.47	\$15.47

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Mfg	Description	Qty	Unit Price	Extended Price
CHIEF	3" PROJECTOR EXTENSION COLUMN, WHITE	1	\$19.54	\$19.54
PANASONIC	4K 30P PTZ CAMERA W/HDMI/SDI OUTPUTS, WHITE	3	\$4,009.75	\$12,029.25
PREMIER	LOWER UNIVERSAL PROJECTOR MOUNT, WHITE	1	\$122.67	\$122.67
PTZ OPTICS	50' 3G-SDI CABLE, PLENUM WHITE	1	\$145.00	\$145.00
PTZ OPTICS	75' 3G-SDI CABLE, PLENUM WHITE	2	\$199.00	\$398.00
SONY	6000 LUMENS NATIVE WUXGA LASER PROJECTOR W/LENS (5-YEAR WARRANTY)	1	\$5,846.15	\$5,846.15
TITUS	"MUTE" STATUS SIGN POWER SUPPLY	1	\$35.71	\$35.71
TITUS	"MUTE" STATUS CUSTOM RED/GREEN LED CEILING SIGN	1	\$376.92	\$376.92
VADDIO	CAMERA WALL MOUNTING ASSEMBLY, WHITE	3	\$148.25	\$444.75
WYRESTORM	DECODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0 (PROJECTOR)	1	\$793.33	\$793.33
	<b>*** Podium Equipment ***</b>			
AVFI	PODIUM WITH UP/DOWN FUNCTIONALITY AND CABLE CUBBY, FINISH TB	1	\$2,723.33	\$2,723.33
AVISPL	6' NANOFLEX 4K HDMI CABLE (CABLE CUBBY)	1	\$18.32	\$18.32
AVISPL	6' MICROFLEX 4K USB-C TO HDMI CABLE (CABLE CUBBY)	1	\$36.39	\$36.39
CLOCKAUDIO	MICROPHONE, SEMI RIGID SHAFT, HALO, 5 PIN XLR W/RF FILTER	1	\$396.80	\$396.80
CLOCKAUDIO	MOUNT, SHOCK ABSORBING BASE, BLACK W/MUTE LOGIC	1	\$314.40	\$314.40
EXTRON	4" ROUND CUBBY W/POWER OUTLET	1	\$280.00	\$280.00
KEY DIGITAL	DUAL HDMI AUTO SWITCHER	1	\$270.67	\$270.67
TRIPPLITE	6 POWER OUTLETS W/6' CORD METAL POWER STRIP	1	\$46.83	\$46.83
WYRESTORM	ENCODER, 4K60HZ, 1GBE, DOLBY VISION & HDR, POE, USB 2.0	1	\$793.33	\$793.33
	<b>*** Discussion Panel ***</b>			
AVISPL	QUICK RECHARGABLE AA BATTERIES, SET OF 4	4	\$37.32	\$149.28
PANASONIC	MICROPHONE, 18" GOOSENECK	8	\$249.40	\$1,995.20
PANASONIC	WIRELESS BASE FOR GOOSENECK MICROPHONE	8	\$523.48	\$4,187.84
PANASONIC	WIRELESS MICROPHONE ANTENNA	1	\$193.80	\$193.80
PANASONIC	MIC RECEIVER, WIRELESS 4 CH W/DANTE	1	\$2,415.61	\$2,415.61
PANASONIC	4-CHANNEL WIRELESS MICROPHONE EXPANSION RECEIVER	1	\$1,835.43	\$1,835.43
PANASONIC	CHARGER, 4-PORT NETWORKED FOR WX-ST SERIES	2	\$1,040.37	\$2,080.74
	<b>*** Timer System ***</b>			
ALZATEX	4-DIGIT COUNTDOWN CLOCK WITH 4" HIGH SEGMENT DIGITS	2	\$618.75	\$1,237.50

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Mfg	Description	Qty	Unit Price	Extended Price
	(1X FRONT SOFFIT, 1X REAR SOFFIT)			
ALZATEX	SIX PORT RS422 EXTENDER	1	\$281.25	\$281.25
ALZATEX	TABLETOP RGY INDICATOR UNIT WITH DOME LEDS, BLACK (PODIUM)	1	\$211.44	\$211.44
ALZATEX	15VDC, 24W WALL POWER SUPPLY	1	\$55.25	\$55.25
	<b>*** PRICING BASED ON TIPS CONTRACT #200904 ***</b>			
<b>Subtotal</b>				<b>\$89,628.61</b>

### Room Support and Maintenance

<b>Elite Maintenance Services - Room; 12-months</b>		<b>\$8,672.80</b>
	<b>Equipment Total</b>	<b>\$89,628.61</b>
	<b>Installation Materials</b>	<b>\$3,878.11</b>
	<b>Professional Services</b>	<b>\$41,750.00</b>
	<b>Direct Costs</b>	<b>\$0.00</b>
	<b>General &amp; Administrative</b>	<b>\$4,208.17</b>
	<b>Services - Room Support and Maintenance</b>	<b>\$8,672.80</b>
	<b>Subtotal</b>	<b>\$148,137.69</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.

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# Services and Support

## Global Support and Maintenance

AVI-SPL's Global Support and Maintenance offerings provide world-class services designed to help you achieve the most uptime and the best return on investment (ROI) from your technology. We apply our 40 years of experience with 700+ manufacturer technologies to be the services partner you can count on.

Our offering provides positive business outcomes by ensuring your collaboration technology solutions work as expected for end users. Support minimizes system downtime and maximizes system performance, meeting your organization's collaboration objectives.

AVI-SPL provides 24x7 support and certifications in a diverse set of competencies that cover your entire organization. With 800+ full-time employees dedicated to service delivery distributed between our four GSOCs and local offices around the world, we have the ability to meet your local and global needs.

### Service Levels Available:

	Essential (T&M)	Enhanced	Elite
Unlimited Remote Help Desk, 24x7		●	●
Unlimited Onsite Support, 8x5			●
In Manufacturer-Warranty Hardware	●	●	●

Support Services are provided on a per-room or per-project basis.

### Essential (Time and Materials)

Full suite of Global Support offerings available in a noncontract form, all billable at standard AVI-SPL rates.

#### Billable Offerings:

- Remote Help Desk, 24x7 Specialist Remote Support
- On-site Technical Dispatch
- Parts Repair and Replacement

### Enhanced

- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates the repair or replacement of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested.

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**Elite**

- Repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for manufacturer program covered hardware.
- Insight into an online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested

**AVI-SPL Global Support and Maintenance PLUS Options**

**Plus Options are available at an additional cost.**

Our Global Support and Maintenance PLUS Options are additions to the standard offering, customized to your unique environment. PLUS options allow us to take on more of the risk associated with aging equipment, help prevent unexpected expenses, and provide an accelerated on-site response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

Extended Hardware Warranty	Corrective Maintenance Visit
Accelerated Onsite Response: 4 Hour or Next Business Day	Loaner Equipment
Preventative Maintenance Check	Consumable Replacement

**Extended Hardware Warranty\***

We cover repair or replacement cost of malfunctioning equipment. Unforeseen expenses drop significantly as we assume the risk of replacement parts of aging equipment.

\*Owner Furnished Equipment not Included

**Enhanced On-site Response**

Optional Next Business Day or four-hour on-site response (each purchased separately) provide the fastest response possible to keep mission-critical situations from escalating.

\*Not available in all areas. Subject to AVI-SPL approval

**Preventative Maintenance Check**

Discover a potential issue before a meeting. On-site visits work around scheduled use of space to ensure equipment is kept in optimal operating conditions. On-site technicians complete a standard checklist and make recommendations to enhance reliability, features, and security.

- **New Offering:** Add a sanitizing deep clean to your preventative maintenance visit. Our manufacturer-approved sanitizing methods ensure your surfaces are safe while not damaging your technology.

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### Corrective Maintenance Visit

On-site maintenance visits can be purchased up-front and scheduled after a fault has been found to resolve a hardware or software issue and bring the room back to operating specifications.

### Consumable Replacement

Proper maintenance is essential to ensuring equipment reaches its maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include: lamps, bulbs, filters, fuses, batteries).

\*Not available in all areas. Subject to AVI-SPL approval

## Managed Services

AVI-SPL’s Managed Services provides technical know-how and purpose-built management tools that **improve the user experience, increase reliability, and reduce IT administrative cost** for collaboration environments of all sizes and complexity.

Collaboration technologies are rapidly evolving. Demands for easy-to-use and reliable communication tools are increasing exponentially. IT teams struggle to support a landscape of platforms, cloud services, room technologies, and solution-based management tools that continuously change. AVI-SPL’s Managed Services solves these IT team challenges, providing the technical specialists and a holistic management tool. This streamlines management, improves support responsiveness, and aligns the specific technical expertise needed to ensure your business communications tools are available when you need them.

AVI-SPL’s Managed Services is a cloud-based solution with Global Service Operations Centers (GSOC) distributed across the globe. Our team of audio-visual and UCC-certified technicians operate 7x24x365 and follow ITIL best practices. Powered by AVI-SPL Symphony, this team supports the world’s largest and most complex collaboration environments.

Symphony is AVI-SPL’s proprietary user experience management application. Architected from its core to be extendable, scalable, vendor agnostic, and secure, Symphony is the dynamic management application that responds to the collaboration challenges of today and tomorrow. Combining our 40+ years of collaboration experience with the power of single-pane insight enables AVI-SPL to improve the collaboration experience and deliver the reliable business benefits expected from your investment.



All of this with a year-over-year customer satisfaction rating average of 94%.

### Managed Services Starter Package

AVI-SPL’s Managed Services solution includes **device monitoring and control, reporting, analytics, and technical incident management support services**. Because it is a cloud-based solution, deployment is both easy and flexible. The Symphony

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platform allows for configurable parameters to accommodate workflow, environment, interface, and incident management processes to meet your desired experiences and environments.

Inherently scalable, Managed Services is offered as a comprehensive starter package consisting of the core technical support services and software-based toolsets necessary for a successful collaboration experience. The starter package, available with flexible term options, supports up to 25 rooms inclusive of all audio-visual and video conferencing room devices. Our Managed Services can easily scale to support additional rooms, infrastructure devices, third-party integration, third-party cloud administration services, and full-featured video conferencing support and conference automation.

Symphony monitors all IP-enabled room devices, including AV and video conferencing devices, persistently verifying equipment is ready for use and operating within desired parameters.

When a threshold-based condition is detected, Symphony generates an alert and corresponding ticket. The global AVI-SPL technical help desk performs its investigation and manages the incident through resolution.

Symphony provides management reporting and analytics for real-time insights into inventory, users, incidents, and usage. Our services managers work directly with customer-service owners and stakeholders to foster continual improvement in their management philosophy, and proactively identify experience, environment, and cost optimization opportunities.

#### Starter Package Included Services

- Room monitoring and control – up to 25 rooms
- Alerting, ticking and incident management
- Portal reporting and analytics
- Symphony cloud connector
- Remote connectivity services

#### Included Customizations

- Customized portal and email logos
- User registration process
- Monitoring thresholds and restrictions
- LDAP integration for single sign on

### Service with Insight

AVI-SPL’s Managed Services Service includes a robust suite of online analytics and reporting available on a 7x24 basis. Access to reports is controlled by individual user account, and permissions can be granted by the AVI-SPL help desk or by any customer user who is set up as an account administrator.

- **Analytics** – display data in a dashboard format, providing a visual representation of the data in chart/graph format. Flexible date ranges are supported. Each chart is dynamically customizable, with options to change visualization type, filtering, and, where applicable, drill down/drill up features. Full dashboards or individual dashboard charts can be copied or printed.
- **Reports** – display data in a traditional report tabular format. Data can be manipulated within the report to sort, filter, and change date range criteria. Data can be copied from the interface or exported into a .xlsx or .csv format.

### Service Management Support

The AVI-SPL Account team is responsible for assuring customer satisfaction and provides the following account team resources:

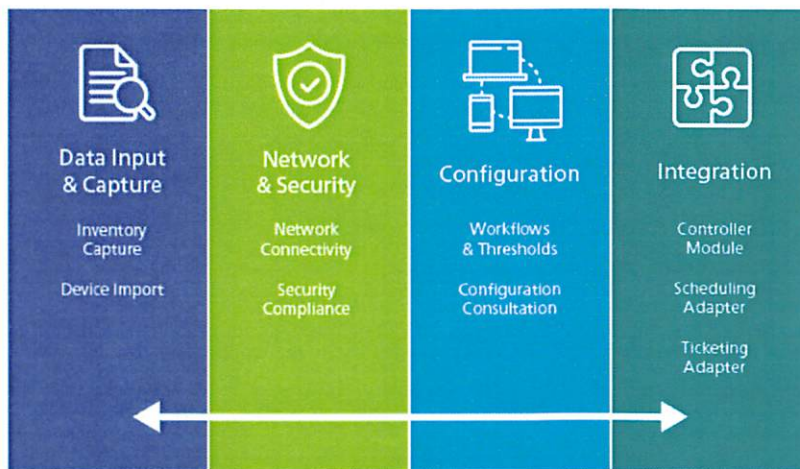
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- **Account Manager (AM)** – responsible for the overall customer relationship, the account manager ensures AVI-SPL solutions meet customer business needs. Account managers provide life cycle relationship management, working to ensure the solution evolves with changing environments as well as with customer collaboration support strategies.
- **Service Delivery Manager (SDM)** – responsible for ongoing service quality assurance, the SDM provides direct customer support for service billing inquiries, subscription monitoring, Symphony release and maintenance notifications, service performance monitoring, reporting, and end-user web-based training.

### Symphony - Simple from the Start

Every Symphony subscription service is assigned an AVI-SPL project manager and service readiness engineer to ensure your success during the first 90 days of service transition.

The project manager will provide you with expert guidance. They will assist you with gathering the required service



information and with configuring your Symphony environment so that it aligns with your business rules.

Our project management team is your single point of contact for data, network and security, and configuration. Our complete integration management ensures our project resources are coordinated and aligned with your project stakeholders.

### Managed Services: Available Options

#### Private Cloud

Managed Services Private Cloud provides an exclusive cloud environment dedicated to the subscribed customer. Hosted in AWS, Managed Services Private Cloud offers enhanced security, flexibility, and data control. Based on customer need, private cloud instances may be hosted in North America or EMEA.

#### Additional Rooms

Symphony scales to any size environment. Room subscriptions can be added at any time, with package options for an additional 25, 100 or 250 rooms.

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### **Infrastructure Monitoring and Support**

Add infrastructure devices for monitoring and support and control to the Starter Package subscription. The infrastructure license provides monitoring and support services for up to 10 infrastructure devices, including video bridge and call control devices.

### **Ticket Adapter License**

Integrate your support workflow seamlessly with the Symphony Ticket Adapter License (TAL). TAL provides bi-directional synchronization of tickets between Symphony and third-party ticketing systems like ServiceNow and Salesforce.com.

### **Scheduling Adapter License**

Simplify room and conferencing scheduling with the Symphony Schedule Adapter License (SAL). SAL provides uni-directional calendaring integration between Symphony and third-party scheduling systems, including Office 365.

### **Automated Conferencing**

Symphony delivers a robust suite of conference automation capabilities, including web-based reservations and automated conference launching that includes special handling rules for VIP conferences.

### **Producer Attended Conferencing**

For solutions that include video bridging infrastructure, the customer can schedule a live AVI-SPL conference producer for a setup meet-and-greet, or to be present throughout your entire conference.

### **Conference Recording Services**

Conference recording is available on a conference-by-conference basis for any scheduled producer-attended conferencing. Conference recording is enabled from the AVI-SPL cloud with no hardware or software requirements for the customer. Recording fees are based on a pay-as-you-go hourly basis. Recordings are hosted for 30 days, during which time they are available for streaming and downloading.

### **Cloud Video Bridging Services**

Cloud Video Bridging Services is ideal for customers who do not wish to invest in video infrastructure or who are looking migrate to Infrastructure as a Service (IaaS) solutions. Managed Services customers who subscribe to Cloud Video Bridging Services can elect from a usage or flat rate billing program. Conference support options include fully automated or high-touch attended conference on a conference-by-conference basis. Either conference experience is supported on a 7x24 basis by a live technical help desk for in-conference assistance.

### **Connectivity and Security Options**

While going to the cloud is a significant business trend, not all organizations allow connectivity over the public internet. AVI-SPL offers a variety of secure connectivity options, including IPSec VPN connections or network termination services for customer-supplied dedicated circuits.

### **End-User Training**

Remote end user training is an available option for purchase by SYaaS customers. End-user training is delivered via webinar for up to 25 participants.

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## Leasing Through AVI-SPL

With the power of [AVI-SPL's Global Financial Services](#) on your side, you'll reduce the total cost of ownership of the technology solutions you rely on for business success. By financing your technology through our leasing program, you minimize costs while conserving capital for daily business needs and other strategic investments.

Your hardware, software, support, and services can be combined into one convenient, predictable monthly payment. And you can refresh to new technology that matches your future business needs while avoiding expensive support renewals.

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## AVI-SPL Symphony: User Experience Management Application

AVI-SPL Symphony is a User Experience Management Application for collaboration technologies that simplifies user engagement, improves meeting success, and enables business outcomes. It is a multi-tenant cloud-based application, focused on monitoring, controlling, scheduling, ticketing, and analyzing of the supporting meeting technology estate within your organization. Deploying Symphony provides an integrated end-to-end collaboration workflow, a single-pane view into the supporting technology estate, and actionable business intelligence. This drives the desired user experience and adoption.

Symphony's simple, clean interfaces provide in-depth looks into the system to easily identify problems and troubleshoot and resolve system issues. Proactive management enables you to save the meeting before end users are impacted. Analytics enable problem management, root cause analysis, and other actionable business intelligence to enable your organization to make improvements with confidence.

Providing the deepest look into complete environments, Symphony natively integrates with a variety of devices to provide rich monitoring, ticketing applications, and scheduling applications.

Highlights of the Symphony application include:

### Integrated Workflow



Activate services from your native workflow. Symphony combines trouble tickets, scheduling, and cloud video service launching into a centralized operation. Integrating with third-party applications and platforms delivers a global lens into your investments and provides a seamless meeting experience.

### Single-Pane View



View your entire environment – not just a piece of it – from one portal. With the vast number of manufacturers being deployed in a collaboration environment, management of technologies is resulting in technical resources and administrators operating different tools depending on the technologies in place. With a single portal to see the health, scheduling, and ticketing of rooms, you can proactively monitor and resolve before meetings and users are impacted.

### Actionable Business Intelligence



Technology investments are targeted to enable business success. It's important that you know where your teams are engaging with technology, how your technology is fairing, and that you're maximizing technology and real estate investment. Symphony provides the data behind your environments – you'll be able to see if your teams prefer huddle spaces in San Diego or conference rooms in Boston.

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## Technology Training

When investing in technology, you need to ensure adoption and utilization by your workforce to maximize ROI. We want your deployment to be a success and engagement an enjoyable experience for your end user. Each company has unique needs and workforce composition, so each training approach will be custom designed to your company.

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Assessment and Feedback Surveys
- Quick Reference Guides

## Collaboration Services

AVI-SPL's Cloud Collaboration Services empower the people in your organization to work effectively together by providing useful, reliable, and intuitive communication tools. This goal is made even easier through collaboration services that do away with the need to purchase infrastructure and that put the power of collaboration in the hands of your team members. These services include:

- Hosted Infrastructure Services (registration and call control)
- Concierge scheduling and production of your video conferencing calls through our Symphony® user experience management application
- Virtual Meeting Room, a self-service video collaboration solution

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## Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum and the Support and Maintenance Services Description (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

### 1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Support and Maintenance Services Description and this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

"Support and Maintenance Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer.

### 2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

### 3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

### 4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term

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specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

### 5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding legal holidays.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

### 6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

### 7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

### 8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise,

Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

#### 9. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

#### 10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are

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at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

#### 11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

#### 12. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

#### 13. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action,





whether based in contract, tort, or any other theory.

**14. Solicitation**

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

**15. Warranty and Limitation of Liability**

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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## Integration Inclusions & Exclusions

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### Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

### Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

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## General Terms and Conditions

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### 1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

### 2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

### 3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

### 4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

### 5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees). In the event of Buyer's default, Seller may also, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

### 6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money

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security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

## 7. Installation and Site Preparation

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

## 8. Access to Project Site

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

## 9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

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(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

## 10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

## 11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

## 12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

## 13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

## 14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

## 15. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

## 16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written

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notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

**17. Governing Law and Jurisdiction**

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

**18. Miscellaneous**

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

**Buyer Acceptance**

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

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## Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

### 1. License Grant and Ownership

1.1 Seller hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.

1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

### 2. Copies, Modification and Use

2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

### 3. Warranties and Representations

3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and

3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

### 4. Indemnification

4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.

4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

### 5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.

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## Addendum to General Terms and Conditions – Global Chip Shortage

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Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.



**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of: Signed, sealed and delivered by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Witness #1 Print Name: \_\_\_\_ Print Name: \_  
Title: \_ Witness #2 Print Name: \_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by\_\_\_\_  
\_\_\_\_\_(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type  
as Commissioned)

\_\_\_\_ Personally known to me; or  
\_\_\_\_ Produced identification (Type of Identification: \_\_)  
\_\_\_\_ Did take an oath; or  
\_\_\_\_ Did not take an oath

**Audio Visual Equipment, Accessories & Services**

**RFP # 20-12**

**Offeror Company Name :**



Item No.	Category	Manufacturer Name	Proposed Discount
	Presentation & Displays - Flat Panel Displays	Sony	20%
	Presentation & Displays - Flat Panel Displays	Panasonic	16%
	Presentation & Displays - Flat Panel Displays	Samsung	19%
	Presentation & Displays - Flat Panel Displays	NEC	25%
	Presentation & Displays - Flat Panel Displays	LG	15%
	Presentation & Displays - Flat Panel Displays	Sharp Professional	17%
	Presentation & Displays - Flat Panel Displays	Christie Digital	10%
	Presentation & Displays - Flat Panel Displays	Maxell	26%
	Presentation & Displays - Flat Panel Displays	Microsoft	2%
	Presentation & Displays - Flat Panel Displays	Newline	10%
	Presentation & Displays - Flat Panel Displays	SMART Technologies-Education	23%
	Presentation & Displays - Flat Panel Displays	SMART Technologies-Enterprise	15%
	Presentation & Displays - Flat Panel Displays	Mitsubishi	10%
	Presentation & Displays - Flat Panel Displays	Multitaction	5%
	Presentation & Displays - Flat Panel Displays	Planar	10%
	Presentation & Displays - Flat Panel Displays	DTEN	5%
	Presentation & Displays - Flat Panel Displays	Any Other Listed Brands not listed	5%
	Presentation & Displays - Projection and Displays	Panasonic	12%
	Presentation & Displays - Projection Screens	Da-Lite/Legrand	22%
	Presentation & Displays - Projection Screens	Draper	22%
	Presentation & Displays - Projection Screens	Stewart	20%
	Presentation & Displays - Projection Screens	Any Other Brand Not Listed	5%

<b>Item No.</b>	<b>Category</b>	<b>Manufacturer Name</b>	<b>Proposed Discount</b>
	Presentation and Displays - Video Projectors	Epson	25%
	Presentation and Displays - Video Projectors	NEC	25%
	Presentation and Displays - Video Projectors	Sony	27%
	Presentation and Displays - Video Projectors	Barco	10%
	Presentation and Displays - Video Projectors	Canon Projectors	30%
	Presentation and Displays - Video Projectors	Casio	23%
	Presentation and Displays - Video Projectors	Digital Projection Inc	25%
	Presentation and Displays - Video Projectors	Any Other Brand Not Listed	5%
	Presentation and Displays - Video Projectors	Maxell	26%
	Audio Solutions - Audio Systems	Harmon	12%
	Audio Solutions - Audio Systems	Extron	40%
	Audio Solutions - Audio Systems	Shure	25%
	Audio Solutions - Audio Systems	Biamp	25%
	Audio Solutions - Audio Systems	Clearone	19%
	Audio Solutions - Audio Systems	Qsc	20%
	Audio Solutions - Audio Systems	Listen	23%
	Audio Solutions - Audio Systems	Sennheiser	18%
	Audio Solutions - Audio Systems	Allen & Heath	10%
	Audio Solutions - Audio Systems	Anchor Audio	20%
	Audio Solutions - Audio Systems	Atlas Sound	10%

<b>Item No.</b>	<b>Category</b>	<b>Manufacturer Name</b>	<b>Proposed Discount</b>
	Audio Solutions - Audio Systems	Audio Technica	20%
	Audio Solutions - Audio Systems	Blonder Tongue	10%
	Audio Solutions - Audio Systems	Bogen Communications	10%
	Audio Solutions - Audio Systems	Bosch Brands	10%
	Audio Solutions - Audio Systems	Bose Pro	21%
	Audio Solutions - Audio Systems	Community Pro Loudspeakers	20%
	Audio Solutions - Audio Systems	Denon	20%
	Audio Solutions - Audio Systems	JBL	22%
	Audio Solutions - Audio Systems	JBL Commercial	22%
	Audio Solutions - Audio Systems	JBL Cinema	22%
	Audio Solutions - Audio Systems	Lab Gruppen	10%
	Audio Solutions - Audio Systems	Mackie	26%
	Audio Solutions - Audio Systems	Marantz	20%
	Audio Solutions - Audio Systems	Lexicon	10%
	Audio Solutions - Audio Systems	Mediamatrix	5%
	Audio Solutions - Audio Systems	Onkyo	10%
	Audio Solutions - Audio Systems	Peavey	22%
	Audio Solutions - Audio Systems	Pioneer	13%
	Audio Solutions - Audio Systems	Rane	30%
	Audio Solutions - Audio Systems	Soundcraft	15%
	Audio Solutions - Audio Systems	Studer	5%
	Audio Solutions - Audio Systems	Tannoy/TC Group	22%
	Audio Solutions - Audio Systems	Teac	25%
	Audio Solutions - Video Inputs/Audio/Video	Crestron	45%

Item No.	Category	Manufacturer Name	Proposed Discount
	Audio Solutions - Video Inputs/Audio/Video	AMX/Harmon	30%
	Audio Solutions - Video Inputs/Audio/Video	Extron	40%
	Audio Solutions - Video Inputs/Audio/Video	Wolfvision	10%
	Audio Solutions - Video Inputs/Audio/Video	Ashly Audio	24%
	Audio Solutions - Video Inputs/Audio/Video	Barco	10%
	Audio Solutions - Video Inputs/Audio/Video	Christie Digital	10%
	Audio Solutions - Video Inputs/Audio/Video	Kramer	22%
	Audio Solutions - Video Inputs/Audio/Video	RGB Spectrum	22%
	Audio Solutions - Video Inputs/Audio/Video	tvONE	10%
	Audio Solutions - Video Inputs/Audio/Video	Any Other Brand Not Listed	5%
	Audio Solutions - Wireless Presentation-Video Inputs	Extron	40%
	Audio Solutions - Wireless Presentation-Video Inputs	Crestron	45%
	Audio Solutions - Wireless Presentation-Video Inputs	Mersive	12%
	Audio Solutions - Wireless Presentation-Video Inputs	Any Other Listed Brand	5%
	Audio Solutions - Lecture Capture	Extron	40%
	Audio Solutions - Lecture Capture	Panopto	5%
	Audio Solutions - Lecture Capture	Sonic Foundry	15%
	Audio Solutions - Lecture Capture	Discover Video	10%
	Audio Solutions - Lecture Capture	Haivision	3%
	Audio Solutions - Lecture Capture	Vbrick	15%
	Audio Solutions - Lecture Capture	Any Other Listed Brand	5%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Poly (Polycom)	15%

Item No.	Category	Manufacturer Name	Proposed Discount
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Crestron FLEX	10%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Logitech	12%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Lenovo	10%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Vaddio	20%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Sony	20%
	Production - Conferencing systems/cameras/encoder and decoder/etc.	Extron	40%



Audio Visual Equipment, Accessories & Services

RFP # 20-12

Offeror Company Name :



Offeror's please include additional products/services not identified

Item No.										
Burden Rates/Budgeted hours		CAD	Engineering	Programming	Project Manager	Project Coordination	Tech Installation/Tech Shop	Commissioning	Intern/Clerical	
Location	Currency									
Tampa	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Orlando	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Ft. Lauderdale	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Tallahassee	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Jacksonville	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Nashville	USD	\$ 45.69	\$ 70.13	\$ 69.06	\$ 69.06	\$ 47.81	\$ 43.56	\$ 55.25	\$ 42.50	
Atlanta	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Memphis	USD	\$ 45.69	\$ 70.13	\$ 69.06	\$ 69.06	\$ 47.81	\$ 43.56	\$ 55.25	\$ 42.50	
Charlotte	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Advanced Services Group	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Seattle	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 64.06	\$ 81.25	\$ 62.50	
St. Paul	USD	\$ 59.13	\$ 90.75	\$ 98.00	\$ 89.38	\$ 61.88	\$ 67.50	\$ 71.50	\$ 55.00	
Dallas	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Philadelphia	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
San Francisco	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 98.75	\$ 81.25	\$ 62.50	
Sterling	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Dayton	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Denver	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Greensboro	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Los Angeles	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 64.06	\$ 81.25	\$ 62.50	
New York	USD	\$ 67.19	\$ 103.13	\$ 101.56	\$ 101.56	\$ 70.31	\$ 75.00	\$ 125.00	\$ 62.50	
Chicago	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 112.50	\$ 65.00	\$ 50.00	
Detroit	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Cleveland	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Pittsburgh	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	
Houston	USD	\$ 59.13	\$ 90.75	\$ 89.38	\$ 89.38	\$ 61.88	\$ 56.38	\$ 71.50	\$ 55.00	
Columbia	USD	\$ 53.75	\$ 82.50	\$ 81.25	\$ 81.25	\$ 56.25	\$ 51.25	\$ 65.00	\$ 50.00	



