# CS-23-317

OCC CONTRACT	CONTRACT TRACKING NO. CM3658	
SECTION 1 - GENERAL INFORMATION Requesting Department: Tech Services Telephone: (904) 530-6057 Email: twood@nass	Contact Person: Tonya Wood	-
SECTION 2 - VENDOR INFORMATION		
Name: AVI-SPL LLC Address: 9143 Philips Hwy. Suite 350		
City: Jacksonville State	2: FL Zip Code: 32256	
Vendor's Administrator Name: Ron Cassette Email: ron.cassette	Title: North Florida Account Manager	
SECTION 3 – VENDOR AUTHORIZED SIGNATORY Authorized Signatory Name: Sleve Benjamin		
Authorized Signatory Email: Steve.Benjamin@avispl.com (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICE	R/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)	-
SECTION 4 - CONTRACT INFORMATION		
Contract Name: Piggyback Agreement Type: ■New Contract □Work Authorization □ Supplemental Agree	ement	-
Short Description of Product(s)/Service(s) Being Requested: Boardroom Equipm	intern and Support - AVI-SPL 2nd Boardroom On State Contract	-
(GOODS AND/OR SERVICES TO BE PROCURED,		5
Procured Method: □Quotes □ITB □RFP □RFQ ■Piggyback □Other:	□Exemption □Sole Source □Single Source	
		-
Amount of Renewal Options (if applicable): Year 1:	Year 2: Year 4:	
Year 3:         Total Amount of Contract (Initial Term + Renewal Options):         \$\$67,711.92	Year 4:(Estimate if necessar	rv)
Account Number: 01001511 - 564001 / 531004 564002		_
Source of Funds: County State Federal Other:		_
County Authorized Signatory: BOCC Chairman County Manager		
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)		_
SECTION 5 – INSURANCE		
Insurance Category:  Category L  Category M  Category H  C	Other: <i>MP</i>	2
	Risk Manager Initials:	
SECTION 6 – AMENDMENT INFORMATION		
Contract Tracking No: Amendmen	t No:	- 1
Type of Amendment: Renewal Time Only Extension Addition Contract Amount with Previous Amendments:	Amount of this Amendment:	- 1
New Contract Amount including this Amendment:		
Account Code Change From:	То:	- 1
County Authorized Signatory: BOCC Chairman County Manager		
APPROVALS PURSUANT TO NASSAU COUNT	Y PURCHASING POLICY	1211
Derrick D. Lindsay 4/22/2024 3.		20
	curement Date	8
4.2.24 412/24 4	enature required only if procurement related) Sense . May 4/24/2024	
Office of Mgmt & Budget Date Cou	nty Attorney Date	l
COUNTY MANAGER-EINAL SIGNAT Taco E. Popel AICP	URE APPROVAL         4           4/24/2024         4	/24/
County Manager	Date	



#### **Requisition Form**

#### NASSAU COUNTY **BOARD OF COUNTY COMMISSIONERS** 96135 Nassau Place Suite 1

VENDOR NAME/ADDRESS AVI-SPL LLC

Yulee, FL 32097

DEPARTMENT **Tech Services** 

Jac	Philips Hwy, Suite 350 cksonville, FL 32256						TED BY
						Tonya PO OR ENCUMBER ONLY	Wood CONTRACT N
ENDOR NUMBER		UNDING SOURCE		AMOUNT AVAILABLE		r Contract	CM3658
EM NO.	Boardroom General and Admin Construction	0100151150-007 50	DUANTITY	UNIT PRICE	AMOUNT		
EW NO	Equipment	Sidor	1.00	\$ 34,370.16	\$ 34,370.16	Cash Forward	
	Professional Services	531800	1.00	\$ 33,341.76	\$ 33,341.76		
					\$ 0.00		
					\$ 0.00		
					\$ 0.00		
					\$ 0.00		
					\$ 0.00		
					\$ 0.00		
					\$ 0,00		
					\$ 0.00		
					\$ 0.00		
	Cash Forward				\$ 0.00		
					\$ 0.00		
	Contract: OMNIA R201201				\$ 0.00		
	Proposal #: 435505-3				\$ 0.00		
	Quote Valid: 05/01/2024				\$ 0.00		
					\$ 0.00		
					\$ 0.00		
RIGINAL - FIN OPY - DEPART					Shipping Total		.00 711.92

**Department Head** 

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County

Purphasing Pohry, Lindsay

4/22/2024

Office of Management and Budget (signature required if greater than \$1,000.00 for services or if greater than \$5.000 for goods) I attest that, to the best of my knowledge, funds are available for payment (UNS (MAM/VA) 4/22/2024

Procurement Director (signature required if greater than \$5,000.00)

I atten that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy. 4/22/2024 4/22/2024

County Manager (signature required if greater than \$100,000.00) I attest that, to the the post of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval. 4/24/2024

Clerk: 4/24/2024 Date:

1P

# NASSAU COUNTY PIGGYBACK AGREEMENT

THIS NASSAU COUNTY PIGGYBACK AGREEMENT (hereinafter "Agreement") is by and between the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called "County" and Audio Visual Innovations, Inc. a wholly owned subsidiary of AVI-SPL LLC, hereinafter called "Vendor".

WHEREAS, the County requires the following goods and services: equipment and installation; and

**WHEREAS**, the Vendor has previously entered into a Contract with Region 4 Education Service Center (ESC) (hereinafter "Lead Contracting Agency"), pursuant to a formal competitive procurement process for the same goods and services (hereinafter "Original Contract"), a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows for piggybacking for the same goods or services; and

**WHEREAS**, the County desires to access the Original Contract with the Vendor for the acquisition of said goods and services in accordance with the terms of the Exhibit "A".

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

# SECTION 1. Recitals.

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

# **SECTION 2. Exhibits.**

**2.1** The Exhibits listed below are the exhibits incorporated into and made part of this Agreement:

Exhibit A ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCYExhibit B VENDOR'S PROPOSALExhibit C INSURANCE REQUIREMENTS

# **SECTION 3. Prices, Parties and Additional Terms and Conditions.**

**3.1** The Vendor shall be compensated in an amount not to exceed Sixty-Seven Thousand, Seven Hundred -Eleven Dollars and 92/100 (\$67,711.92) in accordance with Vendor's Proposal

attached hereto and incorporated herein as Exhibit "B." The Vendor's Proposal shall reflect the pricing under the same terms and conditions as contained in Exhibit "A" or lower if needed but, cannot exceed the pricing listed in Exhibit "A".

**3.2** All references to the Lead Contracting Agency in Exhibit "A" shall for the purpose of this Agreement be replaced with the words of "Nassau County" or "County".

**3.3** Any additional terms or conditions not set forth in this Agreement or any attachments whether submitted purposely or inadvertently, shall have no force or effect. In the event of any conflict between the terms of this Agreement and the terms of the Original Contract or any attachments, the terms of this Agreement shall prevail.

### **SECTION 4. Term of Agreement.**

**4.1** Notwithstanding any other provision of the Original Contract to the contrary, the term of this Agreement shall begin upon the date fully executed and one hundred twenty (120) days from execution.

## **SECTION 5. Termination for Default.**

**5.1** If the Vendor fails to perform any of its obligations under this Agreement, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Agreement.

**5.2** Upon termination of this Agreement, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; and (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

## **SECTION 6. Termination for Convenience.**

**6.1** The County reserves the right to terminate this Agreement in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor

shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

## **SECTION 7. Public Records.**

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. IF THE

VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, <u>RECORDS@NASSAUCOUNTYFL.COM</u>, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- c. 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 term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall applicable requirements for retaining public records. All records stored

electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.

- e. A request to inspect or copy public records relating to a Nassau County Agreement must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to the Vendor maintaining the public records, then Nassau County shall immediately notify the Vendor of the request for records. The Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the Agreement provisions herein for failure to comply with the terms of the Agreement. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.
- f. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

- g. A notice complies with this Section, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 11.1 hereinbelow.
- h. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

- In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."
- j. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.
- k. The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

## **SECTION 8. E-Verify.**

**8.1** The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding

E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

**8.2** The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Agreement.

**8.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

#### **SECTION 9. Prompt Payment Act.**

**9.1** All payments shall be made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

#### **SECTION 10. Indemnity.**

**10.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

#### SECTION 11. Notices.

**11.1** All notices to the County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: Chief Innovation Officer, Tech Services Address: 96135 Nassau Place, Suite 7 Yulee, FL 32097 Telephone Number: 904-530-6050

E-mail Address: Techservices@nassaucountyfl.com

## **SECTION 12. Fiscal Funding.**

**12.1** This Agreement is subject to the availability of the County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

## **SECTION 13. Insurance.**

**13.1** The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

**13.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

## **SECTION 14. Independent Vendor Status.**

14.1 The Vendor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this

relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**14.2** The Vendor and the County agree that during the term of this Agreement: (a) the Vendor has the right to perform services for others; (b) the Vendor has the right to perform the services required by this Agreement; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

#### **SECTION 15. Taxes, Liens, Licenses and Permits.**

**15.1** The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**15.2** The Vendor shall secure and maintain all licenses and permits required to perform the services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**15.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

## **SECTION 16. Assignment.**

**16.1** The Vendor shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the County.

#### **SECTION 17. Compliance with Laws.**

**17.1** The Vendor agrees to comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement.

### **SECTION 18. Governing Law and Venue.**

**18.1** This Agreement shall be interpreted and construed in accordance with the laws of the Statue of Florida with Venue for any action brought in Nassau County, Florida.

## **SECTION 19. Severability.**

**19.1** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement which shall be deemed an original on the day and year last written below.

## NASSAU COUNTY, FLORIDA

## AVI-SPL LLC

Taco E. Popel AICP	4/24/2024	Steven Benjamin	4/23/2024
By: Taco E. Pope, AICP	Date	By: <u>Steven Benjamin</u>	Date
Its: Designee	Its:	EVP	
-		Address: 6301 Benjamin F	kd., Suite 101
		Tampa, FL 33634	1

Approved as to form by County Attorney

Denise C. May

Denise C. May, County Attorney Date: 4/24/2024

# EXHIBIT "A" ORIGINAL CONTRACT WITH LEAD CONTRACTING AGENCY

# **Region 4 Education Service Center (ESC)**

# **Contract # R201201**

for

Audio Visual Equipment, Accessories and Services

with

Audio Visual Innovations, Inc.

Effective: April 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and AVI-SPL, effective April 1, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

# <u>APPENDIX A</u>

## CONTRACT

This Contract ("Contract") is made as of <u>February 23, 202</u>, by and between <u>Audio Visual Innovations</u> <u>("Contractor")</u> and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Audio Visual Equipment, Accessories & Services ("the products and services").

## RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 20-14, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) <u>Term of agreement</u>. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) <u>Form of Contract</u>. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) <u>Order of Precedence</u>. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) <u>Commencement of Work</u>. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) <u>Novation</u>. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) <u>Adding Authorized Distributors/Dealers</u>. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

## 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) <u>Termination for Cause</u>. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) <u>Force Majeure</u>. 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice. *Refer to Appendix*
- 17) <u>Price Adjustments</u>. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's prices pricing at Contra

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a thirdparty auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) <u>New Products/Services</u>. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) <u>Options.</u> Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. *Refer to Appendix B*
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) <u>Registered Sex Offender Restrictions.</u> For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.
- 26) <u>Safety measures.</u> Contractor 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. Contractor shall post warning signs against all hazards created by its 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.

- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) <u>Stored materials.</u> Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) <u>Indemnity</u>. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) <u>Marketing</u>. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

# OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Audio Visual Innovations, Inc.
Address	6301 Benjamin Road, Suite 101
City/State/Zip	Tampa, FL 33634
Telephone No.	(813) 884-7168
Email Address	steve.benjamin@avispl.com
Printed Name	Steve Benjamin
Title	Executive Vice President
Authorized signature	Steve Benjamin, Executive Vice President Digitally signed by Steve Benjamin, Executive Vice President Date: 2020.12.09 15:21:12 -05'00'
Accepted by Region 4 ESC	
Contract No. R201201	_
Initial Contract Term April 1, 2	2021 to March 31, 2024
Region 4 ESC Authorized Boa	Bable
Margaret S. Bass	
Print Name	nerman 2/23/2021
Region 4 ESC Authorized Bo	
Linda Tinnerman	
Print Name	

## Appendix B

## **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

## Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

X Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Sec 16, Page 14	Payment	For phased or larger projects, we would like the ability to do progress payments.	Accepted
Sec 22, Page 5	Warranty	Warranty may vary by manufacture.	Accepted



Audio Visual Innovations, Inc., a wholly owned subsidiary of

# **Products/Pricing**

# **Pricing, Exhibit E**

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. The Offeror shall provide pricing for a specific list of high volume use items, attached herein as Exhibit E, pricing for Market Basket or representative diverse items, as well as a percentage discount off of the verifiable price list or catalog for other items which may be considered as Value added items that may be purchased. Offerors shall list all applicable discounts by group and enumerate any areas within the catalog where additional restrictions may apply. All pricing shall be provided based on a national scope for any and all government agencies within the United States. Offerors may elect to limit their proposals to any category or categories.

**AVI-SPL Response**: We are proud to offer and extensive line of manufactures to this potential agreement. This includes the audio-visual categories of: Audio Solutions, Presentations and Displays, Production & Lighting Equipment, Services and TVs and Entertainment. We are submitting "Market Place" pricing as well as generous discounts off of MSRP by some of the best-known companies in the business.

# **Electronic Catalog**

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)* 

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

**AVI-SPL Response:** Upon award, AVI-SPL is happy to develop a "Punch-Out" eCommerce catalog. Per the conference call with Crystal Wallace, we did not prepare this portion for the RFP response, but happy to provide any further detail, upon request.

# **All Products and Services**

iii. Is pricing available for all products and services?

**AVI-SPL Response:** Our intent is to include over 120 of our preferred, strategic and emerging partners for the Education and Public Sector Market. In an effort to provide the most flexibility, we are adding a caveat within each category of "Any manufacture not listed" we can offer a minimum of 5% off of MSRP.





# **Leasing/Rental Options**

iv. Describe leasing/rental options available including financing information.

**AVI-SPL Response:** AVI-SPL partners with Insight Financial Services for leasing options. <u>https://ifsleasing.com/</u> This includes any AVAAS (Audio-Video as a Service) opportunities and for technology, medical equipment, education technology, material handling and furniture. Insight will review the company's credit rating as a part of determining eligibility. They may also conduct interviews with the business leadership or owners to fully understand the company's financial status and outlook.

# **Shipping Charges**

v. Describe any shipping charges.

**AVI-SPL Response:** AVI-SPL will include shipping for most orders. We have provided a chart in our response, by manufacture. In most cases, freight is included in the contiguous U.S. Freight will be charged to orders shipped to HI, AK, U.S. Territories and international purchases or expedite orders. For orders over 50 lbs or (including, but not limited to, furniture orders, motorized screens, racks, etc.) freight will be charged to the customer at a reasonable rate. This will be provided to the customer in shipping line item.

# **Pricing for Warranties**

vi. Provide pricing for warranties on all products and services.

**AVI-SPL Response:** Pricing for Warranties varies by manufacture or services quoted. This includes AVI-SPL extended warranties or services. It is our intent to offer extended warranties and services as part of this contract.

# **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.

Audio Visual Innovations, Inc., a wholly owned subsidiary of



## 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 & Materials)**

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

Billable Offerings:

- Remote Help Desk, 24x7Specialist Remote Support
- Onsite 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.

### Elite

- Unlimited on-site technical dispatch.
- 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

# **Return and Restocking Fees**

vii. Describe any return and restocking fees.

AVI-SPL Response: Return and restocking fees vary by manufacture.

## Additional Discounts or Rebates



viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

**AVI-SPL Response:** Additional discounts are certainly possible and will be addressed on and case-by-case bases.

## **Customer Verification**

ix. Describe how customers verify they are receiving Contract pricing.

**AVI-SPL Response:** Your AVI-SPL Account Manager will reference the contract number on the quote or proposal. Our customers require a variety of steps to assure local procurement guidelines are being met. As a best practice, typically MSRP, discount and cost is added in our "external notes" at the line-item level in our proposals. However, on larger proposals, a spreadsheet is required to assure goods and services are at or below the contracted rate.

### **Procedures**

x. If Offeror has retail stores describe how appropriate procedures will be in place to ensure contract pricing on all product lines to participating agencies. Describe payment methods offered.

**AVI-SPL Response:** AVI-SPL does have local offices throughout the U.S., however they are not set up as "retail" locations. All locations, including Inside Sales has access to the AVI-SPL Public Sector Contract Team and the internal Intranet which provides contract pricing broken out by goods and services. Training is conducted often with sellers and new sellers to assure contracts us being used within compliance of the agreement. Purchase Orders are the preferred method of purchase.

## **Frequency of Updates and Proposed Indices**

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

**AVI-SPL Response:** Contract updates will be limited as manufacture pricing rates vary from year-to-year. We anticipate pricing adjustments would likely be only once a year. Historically, pricing changes are due to factors that are outside of the industry but affect the cost of doing business. This includes tariffs, union labor rates or prevailing wage updates. Additional modifications would be request if new partner manufacturers are added. For example, AVI-SPL added Logitech, Lenovo, Panopto, Zoom and many other manufactures this year.

## **Future Product Introductions**

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.





**AVI-SPL Response:** If a customer specifies or if our engineers recommend a manufacture, we are prepared by added a "5% off of MSRP on any manufacture not listed". This allows for flexibility for the customer and us to assure our solutions are technically superior and within the contract compliance. If we find this manufacture is gaining popularity, we will consider adding the manufacture to the annual contract addendum. We also promote new and innovative products on our eCommerce portal to drive sales. Monthly, our SLED team does trainings on specific products to our Inside Sales Team and our Field Teams to assure they are aware of innovative new offerings.

# **Additional Information**

xiii. Provide any additional information relevant to this section.

\*Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

**AVI-SPL Response:** AVI-SPL is positioning this contract as an "At or Below" contract, meaning the contact is built with competitive discounts, but will have the flexibility to discount further, as needed, depending on customer budget, quantity ordered and manufactured desired or specified.

## EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

# FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

# Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

#### DEFINITIONS

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
 (c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

- (ii) A subsidy;
- (iii) A loan;
- (iv) A loan guarantee; or
- (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable taws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES /

Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

Version September 29, 2020

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES

Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(G) 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)

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Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does	offeror	agree?	YES _
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Initials of Authorized Representative of offeror

(H) 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 Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will participating Agency.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(I) 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 Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 foods at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES

Initials of Authorized Representative of offeror

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES

Initials of Authorized Representative of offeror

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF COM	IPLIANCE WITH BUY AMERICA PROVISIONS
Administration funds, offeror certifies that its products co provide such certification or applicable waiver with respe	Administration, Federal Railroad Administration, or Federal Transit mply with all applicable provisions of the Buy America Act and agrees to ect to specific products to any Participating Agency upon request. ct must still follow the applicable procurement rules calling for free and 
CERTIFICATION OF A	ACCESS TO RECORDS – 2 C.F.R. § 200.336
documents, papers, or other records of offeror that are	cy or any of their duly authorized representatives shall have access to any e pertinent to offeror's discharge of its obligations under the Contract for the ind transcriptions. The right also includes timely and reasonable access to ussion relating to such documents.
Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF	APPLICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts Rawards pursuant to the	e Contract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	Initials of Authorized Representative of offeror
further acknowledged that offeror certifies complian noted above.	ocal laws, rules, regulations and ordinances, as applicable. It is ce with all provisions, laws, acts, regulations, etc. as specifically
Offeror's Name:	
Address, City, State, and Zip Code:6301 Benjamin Ro	pad, Suite 101, Tampa, FL 33634
Phone Number: (813) 884-7168	Fax Number:(813) 882-9508
Printed Name and Title of Authorized Representative	Steve Benjamin, Executive Vice President
Email Address:steve.benjamin@avispl.com	
Signature of Authorized Representative	Date: 12/08/2020

#### FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

#### Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

#### Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 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; and

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.

#### Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

#### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. <u>Termination for Convenience:</u>

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### 2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 3. "During the performance of this contract, the contractor agrees as follows:
  - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 4. Davis Bacon Act and Copeland Anti-KickbackAct.
  - a. <u>Applicability of Davis-Bacon Act</u>. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. <u>It does not apply to other FEMA grant</u> and cooperative agreement programs. including the Public Assistance Program.
  - b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
  - c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
  - d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply. neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."
- 5. <u>Contract Work Hours and Safety Standards Act</u>.
  - a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
  - b. Where applicable (<u>see 40 U.S.C.</u> § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. <u>See 2</u> C.F.R. Part 200, Appendix II, ¶ E.
  - c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
  - d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

### "Compliance with the Contract Work Hours and Safety Standards Act.

- (1) <u>Overtime requirements</u>. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) <u>Violation; liability for unpaid wages; liquidated damages</u>. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
- 6. Rights to Inventions Made Under a Contract or Agreement.
  - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ G.
  - a. <u>The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000</u>:

### "Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

### 8. Debarment and Suspension.

- a. <u>Applicability:</u> This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
  - d. <u>The following provides a debarment and suspension clause. It incorporates an optional</u> <u>method of verifying that contractors are not excluded or disgualified</u>:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

### 9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. <u>See PDAT Supplement</u>, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. <u>The following provides a Byrd Anti-Lobbying contract clause</u>:

### "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient."

## APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with

each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, Audio Visual Innovations, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Steve Benjamin, Executive Vice President Name and Title of Contractor's Authorized Official

12/08/2020

Date"

- 10. Procurement of Recovered Materials.
  - a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
  - 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶7.
  - c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
  - d. <u>The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:</u>

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

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- (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

- (ii) Meetingcontract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>."

### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

## "Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See DHS Standard Terms and Conditions</u>, v 3.0, ¶ XXV (2013).
- b. <u>The following provides a contract clause regarding DHS Seal, Logo, and Flags</u>: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."
- 13. <u>Compliance with Federal Law, Regulations, and Executive Orders.</u>
  - a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
  - b. <u>The following provides a contract clause regarding Compliance with Federal Law,</u> <u>Regulations, and Executive Orders</u>: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

### 14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. <u>The following provides a contract clause regarding no obligation by the Federal</u> <u>Government</u>: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."
- 15. Program Fraud and False or Fraudulent Statements or Related Acts.
  - a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
  - b. <u>The following provides a contract clause regarding Fraud and False or Fraudulent or</u> <u>Related Acts</u>: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

#### Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

# Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Audio Visual Innovations, Inc.

Address, City, State, and Zip Code: \_6301 Benjamin Road, Suite 101, Tampa, FL 33634

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

Printed Name and Title of Authorized Representative: Steve Benjamin, Executive Vice President

Email Address: steve.benjamin@avispl.com

Signature of Authorized Representative:

Date: 12/08/2020

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## EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Statement of Ownership Disclosure
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate
- DOC #8 EEOAA Evidence
- DOC #9 McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:	Audio Visual Innovations,	Inc.
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Organization Address: 6301 Benjamin Road, Suite 101, Tampa, FL 33634

<u>Part I</u>	Check the box that	represents	the type of	business	organization:
---------------	--------------------	------------	-------------	----------	---------------

Sole Proprietorship (skip Parts II and III, execute certification in Part IV		Sole Pro	prietorship	(skip	Parts	11 :	and III.	execute	certification	in	Part	IV
--	--	----------	-------------	-------	-------	------	----------	---------	---------------	----	------	----

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type)	Limited Liability Company (LLC)
-----------------------------------	---------------------------------

Partnership	Limited Partnership	Limited Liability Partnership (LLP)
-------------	---------------------	-------------------------------------

Other (be specific): \_\_\_\_\_

## <u>Part II</u>

Х

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

## OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

## <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to <u>N.J.S.A.</u> 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	2

## Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Benjamin	Title:	Executive Vice President
Signature:		Date:	12/08/2020

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## NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE				
		Reference: VII-H		
Name of Form:	NON-COLLUSION AFFIDAV	/IT		
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A	. 52:34-15		
Instructions Reference:	Statutory and Other Requirements VII-H			
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.			

### **NON-COLLUSION AFFIDAVIT**

State of Florida		
County of <u>Hillsborough</u>	ss:	
Λ.		
I, <u>Steve Benjamin</u> resid	ing in <u>Tampa</u>	
in the County of Hillsborough	(name of municipality) and State of Florida	of full
age, being duly sworn according to law on my		or run
I am Executive Vice President	of the firm of Audio Visual	
(title or position)	(name of firm)	
Innovations, Inc.	he bidder making this Proposal for the bid	
entitled <u>Solicitation Number 20-12</u> , a (title of bid proposal)	and that I executed the said proposal with	
full authority to do so that said bidder has not, o		
participated in any collusion, or otherwise taken		
connection with the above named project; and t affidavit are true and correct, and made with fu		id in this
	ruth of the statements contained in said Propos	al
(name of contracting unit)		
and in the statements contained in this affidavit	in awarding the contract for the said project.	
I further warrant that no person or selling agence contract upon an agreement or understanding for fee, except bona fide employees or bona fide es	r a commission, percentage, brokerage, or con	tingent
Subscribed and sworn to		
	1.	
before me this day		
	L Signature	
December 8, 2020	Steve Benjamin	
<u>Dicember 8</u> , 2020 <u>Elizabeth Casalo</u> Notary public of	(Type or print name of affiant under signature)	
• • • • • • • • • • • • • • • • • • •		
My Commission expires 7/21/2024		
(Seal) Elizabeth Casale Comm.#HH022048 Expires: July 21, 2024 Bonded Thru Aaron Notary		

## AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company	y Name:	Audio Visual Innovations, Inc.	
Street:	6301 Ben	amin Road, Suite 101	_
City, Sta	te, Zip Coo	le: Tampa, FL 33634	

## **Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

## **Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A) Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their <u>Certificate of Employee Information Report</u> OR
- 3. A complete Affirmative Action Employee Information Report (AA302)

## Public Work - Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/08/2020

Date

Steve Benjamin, EVP

Authorized Signature and Title

Version September 29, 2020

### DOC #3, continued

### P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

### PROCUREMENT, PROFESSIONAL AND SERVICE **CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to <u>N.J.S.A.</u> 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<u>http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</u>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <u>http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</u>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## DOC #4, continued

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>\*</sup>
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - o of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** 

\* <u>N.J.S.A.</u> 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

### DOC #4, continued

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

### This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Ve	ndor Inf	ormation			
Vendor Nam	ne:	Audio Visual Inno	vations, Inc.		
Address:	630	1 Benjamin Road, S	uite 101		
City:	Tampa	St	tate: FL	Zip:	33634

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of <u>N.J.S.A.</u> 19:44A-20.26 and as represented by the Instructions accompanying this form.

N	Steve Benjamin	Executive Vice President
Signature	Printed Name	Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to <u>N.J.S.A.</u> 19:44A-20.26 this disclosure must include all reportable political contributions (more than 300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

Check here if the information is continued on subsequent page(s)

## DOC #4, continued

## List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

## **County Name:**

State: Governor, and Legislative Leadership Committees Legislative District #s: State Senator and two members of the General Assembly per district.

County:

Freeholders {County Executive}

County Clerk Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

Surrogate

## **USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD** FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.
Check the box that represents the type of business organization:
Partnership Corporation Sole Proprietorship
Limited Partnership
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
	A
Subscribed and sworn before me this get day of December 2.120 Ely obeth Casele (Notary Public)	(Affiant)
(Notary Public)	Steve Benjamin, Executive Vice President (Print name & title of affiant)
My Commission expires: "1121/2024	(Corporate Seal)



## **Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 - 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 - 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

20-12

## STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

Bidder/Offeror: AVI-SPL LLC

### PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

### PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents,
subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited
activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer
or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and
complete the Certification below.

#### OR

 $\mathbf{\nabla}$ 

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

### EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Full Name (Print):	Steve Benjamin	Signature:
Title: Executive	Vice President	Date: 03/02/2021

DPP	Standard	Forms	Packet	11/	201	3

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Certificate Number 730025



# State of New Jersey

# Department of Labor and Workforce Development Division of Wage and Hour Compliance

# **Public Works Contractor Registration Act**

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

AVI-SPL LL

Responsible Representative(s):

Registration Date:

Expiration Date:

11/23/2020

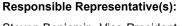
11/22/2021

John Zettel, CEO

Robert Asaro-Angelo, Commissioner Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



Steven Benjamin, Vice-President

## STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF REVENUE AND ENTERPRISE SERVICES SHORT FORM STANDING

## AVI-SPL LLC 0450466960

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Florida Foreign Limited Liability Company was registered by this office on February 20, 2020.* 

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

*I further certify that the registered agent and office are:* 

CORPORATION SERVICE COMPANY PRINCETON SOUTH CORPORATE CTR STE 160, 100 CHARLES EWING BLVD EWING, NJ 08628



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 2nd day of March, 2021

Shup An Men

Elizabeth Maher Muoio State Treasurer

*Certificate Number : 6116250382 Verify this certificate online at* 

https://www1.state.nj.us/TYTR\_StandingCert/JSP/Verify\_Cert.jsp

## **EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

## **EEO/AA** Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: <u>http://www.state.nj.us/treasury/contract\_compliance/pdf/pa.pdf</u> for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Steve Benjamin	Title:
	_
Signature:	Date:

Executive Vice President

Date: 12/08/2020

## DOC #9 MCBRIDE-PRINCIPLES STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY



# 33 WEST STATE STREET, P.O. BOX 230

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

## MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 20-12

VENDOR/BIDDER: Audio Visual Innovations, Inc.

## VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

## CHECK THE APPROPRIATE BOX

X The Vendor/Bidder has no business operations in Northern Ireland; or

## **O**R

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

## **CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a <u>continuing obligation</u> from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to <u>criminal prosecution</u> under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

 Signature
 12/08/2020

 Steve Benjamin, Executive Vice President
 Date

 Print Name and Title
 12/08/2020

Version September 29, 2020



# TAB 4: Qualification and Experience



A Digital Workplace Services Provider

Audio Visual Innovations, Inc. 4333 W Sam Houston Pkwy N Suite 150 Houston, TX, 77043 Phone: (281) 902-3933 www.avispl.com

> Prepared By: Jay Bosch Jay.Bosch@avispl.com 12/10/2020



# **Brief History**

Tampa, FL-based AVI-SPL is a communication and collaboration solutions provider for businesses and organizations of all types. Our business is the sale, rental, and service of audio visual, video collaboration, control system, and presentation solutions and products.

Our company is the result of a 2008 merger between the top two system integration companies in North America: Audio Visual Innovations (AVI) and Signal Perfection Ltd (SPL). We have locations throughout North America, Europe and the Middle East. In the recent years, we've expanded our footprint, customer base and capabilities through the opening of our Frankfurt office and the acquisitions of Anderson Audio Visual, VideoLink LLC, Sharp's Audio Visual, Interactive Solutions, Inc., and Digital Video Networks. In 2020, we merged with Whitlock, a leading provider of AV and collaboration solutions. Through our experience and expertise, AVI-SPL provides forward-thinking solutions to the communication challenges of today and tomorrow. We continue to maintain the top position in our industry, completing over 8,000 projects on an annual basis and honoring more than 12,000 service contracts, while earning a reputation as the leader in customer satisfaction.

# Reputation in the Marketplace

ii. Describe Offeror's reputation in the marketplace. (see Awards and Recognition timeline below)

# **Reputation of Products and Services**

iii. Describe Offeror's reputation of products and services in the marketplace. (see Awards and Recognition timeline below)

## AVI-SPL Response ii, iii: Awards and Recognition

Our knowledge pool, ability to design and execute functional and appealing systems, and post-install support are second to none. We have received a wide range of industry and manufacturer recognition, including:

### 2019

- Systems Contractor News, Top 50 Systems Integrators, Ranked #1
- AV Awards, AV Management and Control Technology of the Year (AVI-SPL Symphony)
- AV Awards, International Integrator of the Year
- Strategic Account Management Association, Excellence Awards Winner
- Systems Contractor News, Most Innovative IoT Product (AVI-SPL Symphony)

### 2018

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- Commercial Integrator Integration Award for Best Meeting Room Project Atmosphere Commercial Interiors
- Frost & Sullivan Global Managed Videoconferencing Service Growth Excellence Leadership Award
- Videxio Best newcomer Americas
- JLL Supplier of Distinction Award Collaboration
- Samsung Platinum Partner of the Year



### 2017

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- Commercial Integrator Integration Award for Best Corporate Campus Project—Zurich North America
- CRN Solution Provider 500, ranked #51

### 2016

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- Frost & Sullivan Company of the Year, Video Managed Services
- Commercial Integrator BEST Award Invenergy
- Polycom EMEA Gold Choice Partner
- DIGI Award Winners Best Content, Ambient
- 3M Supplier of the Year

### 2015

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- InfoComm (now AVIXA) APEx Certification
- Samsung Integrator of the Year
- Polycom Global Reseller of the Year
- Polycom North American Partner of the Year

# **Experience and Qualification of Key Employees**

iv. Describe the experience and qualification of key employees.

## AVI-SPL Response:

Jen Haskins, Senior Vice President, Transactional Sales and SLED:

- Jen Haskins is the Senior Vice President of Transactional Sales and SLED for the U.S. She leads a team of six sales and support leaders from Tampa, Florida. Haskins' has experienced over 20 years at AVI-SPL and is responsible for a team generating over \$300 + Million in sales.
- Haskins is responsible for AVI-SPL Inside Sales, our Projector People team (16 highlyskilled reps), SLED and all Public Sector Contracts.

Jay Bosch, Director, SLED North America:

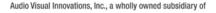
- Jay Bosch is the Director of SLED North America at AVI-SPL. Bosch's expertise, since 2006 lies in developing business and communications programs for Education, State & Local Government. He brings to the table more than 10 years of grant experience.
- Bosch is responsible for over \$200M in sales, training, vendor and channel relationships in his division. This includes regional events and tradeshows.
- He manages marketing campaigns, contract vehicles and helps clients utilize technology to work smarter. Examples include classroom, auditoriums, student unions, performing arts centers and sports complexes.

Cindy Turner: Manager, Public Sector Contracts:

 Cindy Turner manages all public sector contracts. Duties include contract renewals, reporting and modifications.

Audio Visual Innovations, Inc., a wholly owned subsidiary of







# Experience with Government Sector

v. Describe Offeror's experience working with the government sector.

AVI-SPL has a long history of working with local, state, and federal government departments and agencies. Our experienced teams understand your need for secure solutions and procurement proposals and procedures.

Our government collaboration solutions include:

- Secure U.S. Federal Government projects
- <u>State and local government agency solutions</u>
- Emergency operations centers and command and control centers

AVI-SPL Response: https://avispl.com/solutions/government-solutions/

## Past Litigation

In January 2018, a company filed a claim in Texas alleging breach of contract for a project that was completed by a company we acquired before we had acquired them. The claim was dismissed with prejudice in December 2018.

# **Customer References**

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

## AVI-SPL Response:

## Kevin Schornhorst

Assistant Manager and Senior Systems Engineer Learning Environments Design Team Instructional Innovation & Technology Georgia State University 404-413-4323 / kschornhorst@gsu.edu

## **Robert Levitt**

Manager, Audio & Video Services Michigan Medicine Health Information Technology & Services <u>rlevitt@med.umich.edu</u> | Skype: robertlevitt Desk: (734) 615-6794 Mobile: (734) 474-9581

## **City of Safety Harbor**

010I-20-10015 City of Safety Harbor - Council Chamber Upgrades 750 Main St Safety Harbor FL 34695 Paul Cales Information Technology Manager City of Safety Harbor

Audio Visual Innovations, Inc., a wholly owned subsidiary of



750 Main Street Safety Harbor, FL 34695 727-724-1555 ext. 1269 PCales@cityofsafetyharbor.com

## **City of Seminole**

010I-20-10083(S) City of Seminole RFP-19 Council Chambers Allison Broihier, CGFO Finance Director | City of Seminole 9199 113th Street N., Seminole, FL 33772 727.391.0204 Ext. 105 | 727.391.5458 Fax aBroihier@myseminole.com

## **Rice University**

Project: Jones Graduate School of Business Project Total: \$800K Contact: Troy Tabner, Asst. Director of Technology Phone: 713-348-6208 Email: troy.tabner@rice.edu

## St. Edward's University

Project: Fleck Hall, Munday Library, JBWS., Chapel, Baseball Audio Project Total: \$600K Contact: Jason Arellano, IT Admin Phone: 512-468-6738 Email: jarellano@stedwards.edu

## Louisiana State University (LSU)

Project: Patrick Taylor Hall Engineering Building Project Total: \$3M Contact: Chris Schwehm, IT Director Phone: 225-578-5262 Email: <u>chris@rsip.lsu.ed</u>

## Austin Community College

Project: Highland Campus Phase 2, Rio Grande Campus Renovations Project Total: \$8.6M Contact: Larry Fox, Senior AV Design Engineer Phone: 512-731-5252 Email:larry.fox@austincc.edu

## Stark County, OH

Brian Wadian Network Administrator Stark County Court of Common Pleas 115 Central Plaza North, Room 400

Canton, OH 44702-1405 Phone: 330-451-7702 BLWadian@starkcountyohio.gov

Lorain County, OH

Deborah Tansey Deputy Court Administrator Lorain County Common Pleas Court General Division P: 440.328.2171 F: 440.329.5230 dtansey@loraincounty.us Audio Visual Innovations, Inc., a wholly owned subsidiary of



#### Audio Visual Innovations, Inc., a wholly owned subsidiary of



# **Additional Information**

# Corporate Overview Your Digital Workplace Services Partner

AVI-SPL is a digital workplace services provider that helps organizations around the world improve their team collaboration and business value. From offices in North America, Europe and the Middle East, and through a worldwide network of engineering resources, we deliver transformative solutions and services vital to the success of your organization.

We design, deploy, manage and support the systems and environments that empower meaningful communication and collaboration. Through this transformation, we help you improve workflows and the user experience while also easing the manageability of your technology solutions.

AVI-SPL works diligently to be a single, reliable resource for improving your organization's ability to communicate and collaborate. Through partnerships with highly regarded collaboration companies, construction firms, architects, and consultants, we design, build, integrate, manage and support solutions, systems, and experiences that deliver state-of-the-art communications and collaboration. No other company can match our ability to handle every aspect of your integration project, from understanding your goals to providing ongoing support. When you partner with AVI-SPL, you're working with:

## A Partner Working in Your Interests

- Experienced and financially stable technology contractor with a **global operational delivery model**.
- Providing innovative, award-winning solutions that are effective and aligned with your needs. Our solutions reflect the trends and technologies shaping professional collaboration and the workplace.

## A Knowledgeable Collaborator

- Most qualified team of engineers and technicians in the industry.
- In-house capabilities to design, install and manage complex audio, video, collaboration and communication technologies.
- Certified to implement collaboration solutions from industry leaders like Microsoft, Polycom, Cisco, and Crestron.
- The only company that can self-certify its engineers to trade standards set by AVIXA.

## **An Experienced Services Provider**

- Wide-ranging technical integration capabilities, construction experience, and engineering resources to support projects of any scale and in environments as varied as stadiums, boardrooms, hospitals, and classrooms. Our experience spans over 40 years. We support our clients through our Global Service Operations Centers, which provide 24/7 help desk support.
- **Expert engineering** with the highest per capita number of technical employees of any AV solutions provider.
- Award-winning conferencing services that include customizable room and device monitoring, cloudbased scheduling and management for meeting rooms and the technology enabling them, and analytics reports that provide actionable business intelligence.



We take your investment in collaborative solutions as seriously as you do. That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect and deserve.

Our diverse portfolio features extensive solutions in the corporate, education, and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers and education campuses. On most projects, we collaborate with architects, consultants, designers and end users like you.

AVI-SPL's expertise includes partnerships with the industry's top technology providers, highly skilled and certified technicians, and comprehensive support that is setting the standard in the collaboration industry.

The hallmark of AVI-SPL's success has been its ability to keep apace of the technology trends that drive the way businesses operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.

- 86% of Fortune 100 and 70% of Fortune 500 companies are AVI-SPL customers
- 120,000+ projects completed in 80 countries
- 12,000+ service contracts with 1,500 ticketed cases resolved each month
- 3,400+ employees in more than 57 offices across North America, Europe and the Middle East
- Partnerships with all the leading technology providers, so we can craft the right solution for every client



Audio Visual Innovations, Inc., a wholly owned subsidiary of

# Contractor Profile

dontractor r rome			
Geographical area:	Headquartered in Tampa, FL with over 57	offices worldwide	
Average annual revenue	(FY 2015-2019): \$713.2 Million		
Typical project size:	\$100,000 to \$2,000,000		
Bank:	Webster Bank is our syndication banking partner		
Bonding limit:	\$40,000,000 single/\$80,000,000 aggregate		
5			
AVI-SPL, Inc.	Parent-company		
6301 Benjamin Road, Suite 101	Phone: 813-884-7168		
Tampa, FL 33634	Toll Free: 800-282-6733		
www.avispl.com	Fax: 813-882-9508		
www.dvispi.com	14.015.002.5500		
Audio Visual Innovations, Inc. (wh	nolly owned subsidiary of AVI-SPL, Inc.)	FEIN: 59-1958935	
Incorporated under the laws of Flo		Cage Code: 0D2N6	
Charter Number: 665782		DUNS: 03-729-3974	
charter Number: 003782		NAICS: 238210	
		SIC: 1731	
Signal Perfection, Ltd. (wholly own	and subsidiary of AVI SPI Inc.)	FEIN: 52-1760942	
• • • •			
Incorporated under the laws of Ma	aryland on February 03, 1992	Cage Code: OUUB9	
Charter Number: D03365921		DUNS: 78-733-3863	
		NAICS: 238210	
		SIC: 1731	
AVI CDI Conodo Ital (wholly own			
AVI-SPL Canada, Ltd. (wholly own	-	Business Number: 844489500	
Incorporated under the laws of Ca	nada on November 18, 2011	Charter Number: 2020725079	
AVI-SPL Limited (wholly owned su	heidiary of AVI-SPI Inc.)	VAT Number: 152 7478 93	
Incorporated under the laws of En	-	Charter Number: 08281689	
incorporated under the laws of En	giand and wales on way 11, 2012	Charter Number: 08281085	
AVI-SPI Deutschland GmbH (who	lly owned subsidiary of AVI-SPL Limited)	VAT Number: 045 228 68451	
Incorporated under the laws of Ge		Charter Number: 106509	
incorporated under the laws of de	initially on September 10, 2010	charter Number: 100505	
AVI-SPI Switzerland GmbH (wholl	y owned subsidiary of AVI-SPL Limited)	VAT Number: CHE-463.270.435	
Incorporated under the laws of Sw		Charter Number: CHE-226.425.425	
incorporated under the laws of Sw		Charter Number: Che-220.423.423	
AVI-SPI Corn Singanore Pte 1td	wholly owned subsidiary of AVL-SPL loc )	VAT Number: 201842656N	
Incorporated under the laws of Singapore on December 12, 2018 Charter Number: 201842656N			
AVI-SPI Hong Kong Bto Limited	wholly owned subsidiary of AV/LSPL lnc )	\/AT Number: 22/70204215	
	wholly owned subsidiary of AVI-SPL, Inc.)	VAT Number: 23/70304315 Charter Number: 2788363	
Incorporated under the laws of Hong Kong on January 16, 2019 Charter Number: 2788363			

Parent company AVI-SPL, Inc. is privately held with majority ownership held by Marlin Equity Partners, a global investment firm with over \$6.7 billion of capital under management.





DUNS Number for AVI-SPL Holdings, Inc.: 82-687-2983

### **GSA Contract Schedules:**

GSA Schedule 58 (AV)	GSA Schedule 70 (IT)
Contract # GS-03F-0037M	Contract # GS-35F-027SS

Primary Construction Trade: Low-voltage Electrical; Audio-Visual Installation; Cable Pulling

#### Majority Ownership: Marlin Equity Partners

#### Officers:

John Zettel – Chief Executive Officer	Residence: Tampa, FL
Steve Palmer– Chief Financial Officer	Residence: Tampa, FL
John Murphy – Chief Operating Officer	Residence: Tampa, FL
Steve Benjamin – Executive Vice President	Residence: Tampa, FL

#### Management Team:

John Zettel, Chief Executive Officer Steve Palmer, Chief Financial Officer John Murphy, Chief Operating Officer Steve Benjamin, Executive Vice President Dale Bottcher, Executive Vice President Tim Riek, Executive Vice President Learn more about our Management Team >

### **Current Operations:**

Bank References:	Webster Bank
	436 Slater Road
	New Britain, CT 06053
	Contact: Darija Musovski
	Phone: 212-806-4541
	Account: 0010962666

#### **Credit References:**

Legrand AV	15 Volvo Drive
6436 City West Parkway	Rockleigh, NJ 07647
Eden Prairie, MN 55344	Contact: Rona Topiel
Contact: Mary Helman	P: (201) 767-3400 ext. 10312
P: (952) 225-6706	F: (201) 767-1904
E: Mary.Helman@milestone.com	E: rtopiel@crestron.com

Crestron Electronics, Inc.

Shure, Inc.

5800 W. Touhy Avenue Niles, IL 60714 Contact: Lita Wilburn E. <u>wilburn.lita@shure.com</u>

Harman Professional

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PO Box 4438 Church St. Station, NY 10261 Contact: Cindy Reeves P: (574) 294-8000 F: (719) 487-8329 E: <u>Cindy.Reeves@harman.com</u>

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# Leadership Team

### John Zettel

#### **Chief Executive Officer**

As chief executive officer, John Zettel shapes the direction of AVI-SPL, its competitive nature, and its ability to provide communication solutions and managed services to all kinds of organizations. He works with the executive leadership to develop goals, short- and long-range objectives, plans, and policies for AVI-SPL. John joined AVI as chief financial officer in 2000, managing the financial position of the company and supervising contract operations. John proved integral in the expansion of legacy AVI through insight and due diligence.

#### **Steve Palmer**

#### **Chief Financial Officer**

Steve Palmer has the high level of character, respect, and integrity that AVI-SPL thrives on in its collaborative environment. He brings an invaluable combination of strong finance/accounting knowledge, significant involvement in M&A activity, and experience implementing new financial systems (e.g. ERP) to support our company infrastructure.

#### John Murphy

#### **Chief Operating Officer**

John Murphy's ability to develop and execute strategies and business models will create advantages for global clients and their new, innovative workplaces. John was most recently with renowned real estate firm CBRE as COO of the organization's Global Workplace Solutions Division. Prior to CBRE, John spent 16 years with Johnson Controls, Inc. in various global senior leadership positions, including overseeing the market-leading building automation systems and HVAC installation and services business, and serving as Group President of the \$4 billion Global Workplace Solutions business, which operated across 50 countries.

#### **Steve Benjamin**

#### **Executive Vice President**

Steve Benjamin joined legacy AVI in 1997. In his leadership role as executive vice president for AVI-SPL, Steve is responsible for contract management and negotiation, departmental financial oversight, production-related issues, real estate and insurance transactions, and corporate special projects.

#### **Dale Bottcher**

#### **Executive Vice President, Sales & Marketing**

Dale Bottcher has helped AV and IT technology managers realize their visions in all varieties of applications and environments – from large-scale training centers to flexible huddle rooms. Dale is passionate about customer relationship building, working closely with his teams to address clients' complex video communications needs and to deliver solutions under budget and on schedule.

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# **Certifications & Training**

Because AVI-SPL is committed to providing our clients with the highest level of service, we've established performance standards that reach beyond those of industry organizations. Before granting increased responsibilities to our technical staff, we enroll them in courses that ensure they have the skills to support your project.

AVI-SPL coursework includes AVIXA certifications such as CTS, CTS-I, and CTS-D, and technology-specific training from suppliers. Topics of study include digital signal processing, video conferencing, control systems, data networking, cloud collaboration, and many others that are essential to creating the systems that benefit organizations of all types.

All project managers have earned certifications based on Project Management Institute (PMI) standards. Our design engineers must be certified with a minimum of a CTS-D, and most have a BSEE degree. Programmers must be trained and certified by AMX or Crestron or both to obtain the position of senior programmer.

Our staff are continually receiving education from industry and manufacturer partners. We provide career ladders and advancement incentives, and we're happy to say that our employees are constantly growing, thriving, and advancing within AVI-SPL. With our teams at your call, you receive the benefit of certified staff who will deliver the best possible solution to your collaboration needs.

Our standards conform to the following trade and regulatory bodies:

- AQAV
- OSHA-Occupational Safety and Health Administration
- NFPA-National Fire Protection Agency
- NEC-National Electrical Code
- UL-Underwriters Lab
- AIA-American Institute of Architects
- CSI-Construction Specifications Institute
- AGC-Associated General Contractors
- SEI-Structural Engineering Institute
- GPN Certified Agent and Resale Host
- Express Foundation

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# Strategic Technology Partners

AVI-SPL has long-term relationships with the top manufacturers in the AV and collaboration industry. The volume of our work empowers us to choose the best manufacturers based on their product quality and customer service. Some of our preferred partners include:



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# **Corporate Certifications**

We are authorized resellers of all products we sell. Our Preferred Partner Program ensures that we receive the best pricing, priority inventory, reduced shipping cost, and expedited warranty service. These benefits are passed on to you as an AVI-SPL customer.

A sampling of our manufacturers and certifications:

- AMX
- AVIXA
  - AV Provider of Excellence (APEx)
- Barco
- Biamp
- Bosch Security
  - Praesideo
    - Surveillance
    - Access Control
    - Network Video Recording
  - C3 Accredited Employer
- Chief

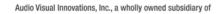
•

- Cisco Premier Certified Partner
  - Cloud and Managed Services Premier Partner (CMSP)
  - Video and TelePresence as a Services (TPaaS)
  - TelePresence Video Master Partner ATP
  - Video Advanced Satellite Partner (Canada)
  - Video Advanced and Select Partner (U.K.)
  - o Commercial Team Advisory Board for Collaboration
  - Advanced Collaboration Architecture Specialization
  - Express Foundation Specialization
  - o Small and Midsize Business Specialization (Canada and U.K.)
- ClearOne
- Crestron
  - o Elite Platinum Partner
  - Enterprise Alliance
- Crown
- Extron
- Kramer
- Microsoft
  - Gold Partner: Surface
  - Cloud Productivity Partner: Silver
- National Systems Contractor Association
  - o Tier 4
- NEC
- Poly
  - Polycom Platinum Solution Advisor
- QSC
- Shure
- SMART
  - Platinum Service Partner
- Soundweb London
- Yamaha

# **Employee Certifications**

Our employees hold a wide range of certifications from industry and manufacturer partners. A highlight of these certifications is listed here. If you require a certification not listed here, or further documentation, we will provide it to you upon request.

- AMX
  - ACE Certified (Expert: Integration, Digital Signage, Programming, Installation, Design, RMS) 0
- Audinate
  - 0 Dante Certification Level 1
  - Dante Certification Level 2 0
- AVIXA following shows number of type of certification
  - 609 CTS 0
  - 0 60 - CTS-D
  - 113 CTS-I 0
  - 28 (CTS-D and CTS-I) 0
- Barco
  - Barco Certified Specialist -Transform-N 0
- Biamp
  - Vocia 0
  - 0 Audia
  - 0 Tesira, TesiraFORTE, TesiraSERVER, TesiraLUX
- Cisco
  - Certified Design Associate (CCDA)
  - Certified Design Professional (CCDP)
  - Certified Network Professional (CCNP), CCNP Voice (CCNP-V) 0
  - Sales Expert 0
- ClearOne
  - **Technical Specialist** 0
- CompTIA
  - CompTIA IT Fundamentals
  - CompTIA Net+ 0
  - CompTIA A+ 0
  - CompTIA Security+ 0
- Crestron
  - Master Programmer 0
    - Certified Crestron Programmer (CCP, Silver, and Gold)
    - Crestron SIMPL# and SIMPL#Pro Certification
  - Master Technology Architect 0
  - Digital Media Networking Certification (M-NVX) 0
  - DM Certified Designer-4K (DMC-D-4K) 0
  - DM Certified Engineer 4K (DMC-E-4K 0
  - NVX 0
- Extron
  - XTP Systems
  - **Certified Programmer** 0





employees, followed by



- ITIL
  - V4
  - IT Expert
- ISF Imaging Science Foundation
  - Commercial Certification (ISF-C)
- LEED
  - o Advanced Professional
- Microsoft
  - Certified Systems Engineer
  - o Certified Systems Administrator
  - Certified Professional
  - o Surface Hub Installation, Configuration, Technical Support, and Sales
- OSHA
  - o 10 & 30-Hour Safety
- Pexip
  - Certified Technology Expert
  - Project Management Institute
  - o PMP
- Polycom
  - o PCVE
- QSC
  - Q-SYS Level 1
  - o Q-SYS Level 2
- Shure
  - Shure Systems Integration Certification Level 1
  - Shure Systems Integration Certification Level 2
- SIP School
  - SSCA SIP School Certified Associate (Voice over IP)

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# **Office Locations**

# Arizona

Phoenix 9105 E Del Camino Drive, Suite 100, Scottsdale, AZ 85258, Phone: (480) 588-3511 Tucson 3497 N Campbell Avenue #705, Tucson, AZ 85719, Phone: (520) 918-0155

## California

 Berkeley

 904 Pardee Street, Berkeley, CA 94710, Phone: (510) 652-5030

 Los Angeles

 10775 Business Center Drive, Suite 150, Cypress, CA 90630, Phone: (714) 799-7166

 Sacramento

 9332 Tech Center Drive, Suite 200, Sacramento, CA 95826, Phone: (916) 438-5400

 San Diego

 5735 Kearny Villa Road, Suite 114, San Diego, CA 92123, Phone: (858) 277-1751

 San Francisco

 4255 Hopyard Road, Suite 1, Pleasanton, CA 94588, Phone: (925) 404-0440

 Silicon Valley

 47400 Seabridge Drive, Fremont, CA 94538, Phone: (510) 344-5618

## Colorado

Denver 7367 S. Revere Parkway, Unit 2B, Centennial, CO 80112, Phone: (303) 792-3090 Westminster 10055 Westmoor Dr., Building 1, Suite 200, Westminster, CO 80020

## Florida

AVI-SPL Global Headquarters Tampa 6301 Benjamin Road, Suite 101, Tampa, FL 33634, Phone: (813) 884-7168 Ft. Lauderdale 772 S. Military Trail, Deerfield Beach, FL 33442, Phone: (954) 938-9382 Jacksonville 9143 Philips Hwy, Suite 350, Jacksonville, FL 32256, Phone: (904) 281-2714 Orlando 337 Northlake Blvd., Suite 1004, Altamonte Springs, FL 32701, Phone: (407) 786-5000

### Georgia

Atlanta 3079 Premiere Parkway, Suite 170, Duluth, GA 30096, Phone: (678) 542-2201

### Illinois

Largest AV Integrator in North America

# **Chicago**

2266 Palmer Drive, Schaumburg, IL 60173, Phone: (847) 437-7712

## Massachusetts

### **Boston**

101 Billerica Ave., Building 6, North Billerica, MA 01862, Phone: (866) 296-0418

# Maryland

Columbia

9160 Rumsey Road, Suite B-12, Columbia, MD 21045, Phone: (410) 964-8100

# Michigan

Detroit 28900 Beck Road, Wixom, MI 48393, Phone: (248) 669-4286 Grand Rapids 160-162 E 19th St., Suite A, Holland, MI 49423, Phone: (866) 843-0536

## Minnesota

<u>St. Paul</u> 2730 Arthur Street, Roseville, MN 55113, Phone: (651) 287-7000

# Nebraska

Omaha 10351 Portal Rd., Omaha, NE 68128, Phone: (402) 509-3989

## New Hampshire

<u>Nashua</u> 9 Trafalgar Square, Suite 140, Nashua, NH 03063

## **New Mexico**

<u>Albuquerque</u> 6701 Edith Blvd NE Unit A, Albuquerque, NM 87113, Phone: (505) 349-4744

## **New York**

<u>New York</u> 205A Chubb Avenue, Lyndhurst, NJ 07071, Phone: (718) 806-4040

# North Carolina

<u>Charlotte</u> 8301 Arrowridge Blvd, Suite B, Charlotte, NC 28273, Phone: (704) 523-5886 <u>Durham</u> 4018 Patriot Drive, Suite 150, Durham, NC 27703, Phone: (919) 806-1009 <u>Greensboro</u>

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4524 Green Point Drive, Suite 104, Greensboro, NC 27410, Phone: (336) 605-4760

### Ohio

<u>Cleveland</u> 335 Ken Mar Industrial Parkway, Broadview Heights, OH 44147 Phone: (440) 740-0630 <u>Dayton</u> 761 Crossroads Court, Vandalia, OH 45377, Phone: (937) 847-5558

## Pennsylvania

Philadelphia
2550 Eisenhower Ave, Suite A200, Audubon, PA 19403, Phone: (610) 270-1545
Pittsburgh
207 Commerce Park Drive, Cranberry Township, PA 16066, Phone: (724) 776-3877

### Tennessee

Memphis 3860 Forest Hill Irene Rd, Suite 101, Memphis, TN 38125, Phone: (901) 866-1474 <u>Nashville</u> 1550 W McEwen Dr., Suite 300, Franklin, TN 37067, Phone: (888) 290-8264

### Texas

Austin 11100 Metric Boulevard, Suite 500, Austin, TX 78758, Phone: (512) 280-3710 Dallas 13859 Diplomat Drive, Suite 180, Dallas, TX 75234, Phone: (972) 243-4422 Houston 4333 W Sam Houston Pkwy N, Suite 150, Houston, TX 77043, Phone: (281) 902-3933

## Utah

# Salt Lake City 7763 Allen St., Midvale, UT 84047, Phone: (385) 202-0789

# Virginia

Richmond 12820 West Creek Parkway, Richmond, VA 23238, Phone: (800) 726-9843 Virginia Beach 230 Clearfield Avenue, Suite 103, Virginia Beach, VA 23462, Phone: (757) 671-7478 Washington, D.C. 540 Huntmar Park Dr, Suite B, Herndon, VA 20170, Phone: (703) 796-9011

## Washington

### <u>Seattle</u>

21312 30th Drive SE, Suite 102, Bothell, WA 98021, Phone: (425) 861-5564

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### Wisconsin

Milwaukee 11734 W. Park Place, Milwaukee, WI 53224

### **International Office Locations**

# Canada

Calgary Bay 3 – 5030 13 Street SE, Calgary, Alberta T2G 5M9, Phone: (403) 255-4123 **Edmonton** 10548 – 106 Street NW, Edmonton, Alberta T5H 2X6, Phone: (780) 944-0815 Halifax 50 Eileen Stubbs Ave., Unit 104, Dartmouth, NS B3B 0M7, Phone: (902) 492-7661 Montreal 601 Rue McCaffrey, Saint-Laurent, QC H4T 1N3, Phone: (514) 228-1350 Ottawa 883 Boyd Ave, Suite 200, Ottawa, ON K2A 2E2, Phone: (613) 714-1100 Saskatoon #2 – 219 Wheeler Street, Saskatoon, SK S7P 0A4, Phone: (306) 244-2166 Toronto 35, East Beaver Creek Rd., Unit 1, Richmond Hill, ON L4B 1B3, Phone: (905) 695-2202 Vancouver 8555 Commerce Court, Burnaby, BC V5A 4N4, Phone: (604) 877-1400

### Germany

<u>Frankfurt</u> Im Gefierth 11, 63303 Dreieich, Germany, Phone: +49 6103 4857-0

### **United Arab Emirates**

### <u>Dubai</u>

FNC Compound, DIP 2, Bldg. 8, Unit 1 - Makani No. 18839 62382, Dubai Investment Park, 21000 United Arab Emirates, Phone: +971.4.810.8100

### United Kingdom

London Armstrong Mall, Unit 12, Farnborough, Hants GU14 ONR, Phone: 0800 181 4425

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# **Client List**

We value our clients' trust and strive to earn it at every level of service.



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# **Exclusive Programs**

# **Self-Service Customer Purchasing Portals**

AVI-SPL provides custom-branded, secure purchasing portals for our key accounts. Our team will customize your password-protected portal based on your specific business needs.

Self-service portals include

- Place, track, and change orders
- Create document libraries
- Create and save technology standards or room templates

Custom purchasing tools to:

- Upload and submit purchase orders
- Pay by credit card or purchase order
- Place tax-exempt orders directly from the custom catalog
- See order history
- Track spending

We also support punchout and hosted catalogs to centralize your company's purchasing and invoicing. Our custom catalogs integrate with major e-procurement portals, including Ariba, SciQuest, Perfect Commerce, SAP and more.

# AVI-SPL in the Community

# **Minority Business Enterprise (MBE) Outreach**

AVI-SPL recognizes the need for diversity through maximizing MBE participation in all areas of our business operations. AVI-SPL's Corporate Diversity Policy includes MBE outreach as well as financial support protocols. AVI-SPL has identified a process to represent our Good Faith Effort to meet the MBE requirements set for our clients and our partners.

To reach these goals, we partner with associations that support MBE including:

- Professional Women in Construction (By State)
- Minority Supplier Development Council
- Association of Minority Contractors (By State)
- Division of Minority and Women's Business Development (By State)
- Equal Opportunity Review Commission (By State or City)

The minority firms we partner with can provide services and integration solutions. However, many of these firms lack the credit history that would allow them to bid on portions of the work that we do. They do not have the financial capacity to wait 30 to 60 days required for normal payment on large or continuous projects or opportunities.

In support of these partners, we offer:





- A lenient bonding position for MBE firms
- Assistance in payment terms
- Assistance in the accounts payable and purchasing areas

# Sustainability – AVI-SPL Hardware Recycling Program

It's increasingly important for companies to consider their environmental impact and how to provide better value to shareholders, employees, and customers by integrating sustainable solutions into their business practices. With a focus on the new triple bottom line – people, planet, and profit – more businesses are seeking sustainable options for their business processes, including e-waste management, to minimize their legal exposure.

By following LEED standards, corporations can drastically reduce costs, save energy and generate carbon credits. We care about environmental sustainability, and we consistently collaborate with our manufacturers, consultants and associations to ensure that our customers benefit from green standards.

AVI-SPL is proud to partner with eSmart Recycling, which recycles computers, electronics, and IT equipment in order to fund tech labs for children who do not have access to technology.

AVI-SPL has long been committed to going green. AVI-SPL piloted formal sustainability plans in key offices and then rolled out customized plans based on geographic location, building type, as well as size and activity of staff. As part of our corporate goal of focusing on the community, AVI-SPL offers sustainable solutions to reduce environmental impact.

Our corporate sustainability program includes:

- Equipment Recycling Program: Fabrication waste recycling, disposal, and recycling of obsolete equipment, projector lamp recycling.
- LEED Green AP Accredited Professionals: Assisting clients with the specification of sustainable technology to meet LEED certified building standards.
- Internal Sustainability Programs: Waste management and recycling, energy management and building controls, internal IT technology recycling/refurbishment.
- Video Conferencing Solutions: Solutions that result in less travel, increased productivity, improved collaboration, and a smaller carbon footprint.

In partnership with **SEER** (Secure Environmental Electronics Recycling), we are proud to offer a program to responsibly recycle your company's old or obsolete audiovisual technology, providing your organization peace of mind through risk mitigation. SEER is one of the world's leading information technology asset disposition companies. They focus exclusively on eliminating the risks surrounding data security, compliance and environmental impact, while maximizing value recovery IT asset investment for businesses around the world.

#### **Responsibly Recycling Your Technology Hardware**

Improperly disposing of PCs, monitors and other hardware leaks toxic metals into the soil and contaminates water supplies. This can cost millions of dollars in fines, cleanup costs, and bad publicity. Storing equipment that will never be used again, often at great expense, is not an efficient option for most organizations.

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SEER is an efficient and responsible solution with its environmentally friendly asset recovery. Equipment that is capable of being upgraded or repaired is restored and sold. Computers, monitors, terminals, printed circuit boards, telephones equipment, TVs, VCRs, and communication systems that are unusable are de-manufactured at a SEER facility. Components of value are sold and batteries, circuit boards, CRTs and mercury switches are sent to permitted facilities for metal recovery.

# **Volunteer Initiatives**

Since its founding, AVI-SPL has been committed to making a difference in the communities where we live and

work, through both volunteer work and corporate donations. The AVI-SPL Community Relations Board meets on a monthly basis to share ideas about potential activities, generate strategic plans to maximize company effort and involvement and review incoming requests from within and outside of our organization to better our community. Some of the Community Relations Board outreach initiatives throughout the year include organizing food, clothing, toy and blood drives to support local charities, and assembling teams to work on Habitat for Humanity builds and food packaging events.



With support from AVI-SPL's executive management team, the AVI-SPL Employee Emergency Relief Fund was established as an independent non-profit organization; donations and distributions are tax deductible and tax; independent charter, board, and financials. Employees also donate PTO to a central pool for fellow employees to use in an emergency.

# Associations

To remain an industry-leading provider, AVI-SPL is a member of multiple trade groups and associations:

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i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

# **Large Venues and Auditoriums**

We design, build, and support solutions that meet the requirements of large-scale or engineeringintensive AV integration projects across a wide range of environments. We have the experience and leadership needed to work with the different trades on a job site so that our engineers can complete their work quickly and correctly.

### **Notable Qualifications**

- NSCA Advanced Sound Design
- Track record of delivering solutions in complex environments

# **Network Operations Centers**

AVI-SPL integrates video technology into mission-critical facilities for industries like aerospace, military, telecommunications, financial institutions, oil and gas, various utilities, federal, state, and local governments and transportation. Our Control Room Group's whole-room approach takes into account sight lines, ergonomics, lighting, and types of information being monitored to create the right solution, within an environment that enables operators to make timely decisions based on accurate, clearly presented information.

### **Notable Qualifications**

- Dedicated team of 50+ with certifications that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance
- Manufacturer training in control system applications
- Actively service hundreds of control room installations across all vertical markets through 24/7/365 CRG help desk

# **Advanced Visualization and Simulation**

Our advanced visualization and simulation solutions immerse learners in a safe, shared virtual environments that generate detailed renderings of concepts and engineering diagrams for virtual-reality testing environments, high-definition exploration, training simulation, data visualization, product development, and model manipulation.

### **Notable Qualifications**

- Dedicated team that focuses on what your organization wants to accomplish
- 50+ highly trained, highly skilled people with credentials that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance, as well as specialty manufacturer training in visualization applications



# TAB 5:

• Wide range of products and expertise for multi-channel display and computer solutions to achieve highfidelity images on virtually any screen shape. Our team helped create the largest medical school simulation practice in the U.S.

# **Studio and Broadcast**

Whether you are developing your first in-house studio, looking for an enterprise video strategy, or are a veteran of the broadcasting industry, AVI-SPL can create a state-of-the-art broadcast and studio facility or develop and produce branded communications for your organization, and that empowers you to reach a generation raised on YouTube and social media.

### **Notable Qualifications**

- AVI-SPL company VideoLink specializes in live TV production and branded content 8,000 TV interviews a year.
- Remote or on-site management of studio technology, including full-time on-site production support.
- HD and 4K live broadcast and post-production. Deep expertise in transmission.
- Patented ReadyCam Studio enables users to deploy and scale a remotely controlled, customized corporate video network that delivers low-latency, high-definition video anywhere in the world so you can respond to live TV requests and distribute executive communications.

# **Services & Support**

Trust our expert teams to manage and support your systems while you focus on your core business. Our staff is certified in all popular collaboration applications. Additionally, many hold networking, ITIL, and other IT certifications.

From four 24/7 Global Service Operations Centers ("GSOCs"), or staff located at your site, we monitor and manage your digital workplace AV and UCC systems. Our expertise and scale are evident in:

- 980,000 conferences monitored each year
- 94% customer satisfaction rating
- ITIL-certified professionals
- Support client video network operations in 75 countries

Our company is here to support you and your organization, and our work doesn't end when the install is complete. All of our installations are supported by our workmanship warranty, and we offer a variety of services to maximize your ROI. We can provide entirely remote support, entirely on-site support, or a combination of both to best meet your needs.

For organizations of all sizes, we make it easy to adopt new solutions and unlock your business value. Through our services, your IT team will find it easy to oversee, service, and track data from company assets. Users will have standardized systems that are easy to use and that will work for them so they can focus on their objectives.



Technology deployments are tailored to each client, utilizing a combination of Professional Services, Global Support and Maintenance, On-site Managed Services, and Symphony. Rather than implementing a one-size-fits-all service plan, we will develop a solution that works for your organization's unique needs

Our teams are the best in the industry, and we work hard to keep them that way. Our support staff are continually receiving education from industry and manufacturer partners. We provide career ladders and advancement incentives, and we're happy to say that our employees are constantly growing, thriving, and advancing within AVI-SPL. With our support teams, you receive the benefit of certified staff who are up to date on the latest technologies – enabling your end users to leverage the benefits of collaboration technologies.

Every year, our GSOCs:

- Close over 30,000 cases
- Answer over 40,000 calls
- Provide more than 20,000 support visits

# **Professional Services**

AVI-SPL has provided comprehensive audio visual solutions for most of the world's largest companies and architectural firms, including AT&T, Digital Equipment Corporation, Oracle, NASA, and HOK. We provide design, engineering, installation, and training, and have an impressive track record for supplying quality products in a timely and professional manner. We collaborate with architects, various creative specialists and your in-house teams to design systems. Once the new technology is installed, we provide you with comprehensive training and reference materials.

We take the time to understand the way your organization works and recommend a systems design or solutions set to benefit your teams. PMP- and industry-certified engineers lead your project with:

- Assessment and benchmarking
- Collaboration program design
- Systems engineering
- Implementation planning and logistics
- Training and adoption programs

## Pro AV Design/Build/Engineering

We specialize in the design, installation, and service of professional communications solutions, (including networks and structured cabling) across industries: broadcast; entertainment; telecommunications; transportation; utility; financial; medical; education; and military and municipal government.

Our system design and engineering include:

- Network readiness assessment
- Assessment and benchmarking
- Hardware and software recommendation/ specification
- System and network architecture design



### **Managed Implementation**

AVI-SPL assigns a Project Manager and Project Engineer to your project. These trained personnel:

- Confer with key customer contacts after orders are received
- Explain the implementation process and system requirements for each product to be integrated
- Work with the customer to create a timeline and assign task responsibilities to the project plan
- Meet with customer IT, networking and operational support contacts to prepare for the installation
- Schedule installers and supervise the installation, configuration and testing of equipment

# **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.

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

## Service Levels Available:

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

### **Essential (Time & Materials)**

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

Billable Offerings:

- Remote Help Desk, 24x7Specialist Remote Support
- Onsite Technical Dispatch
- Parts Repair and Replacement



# TAB 5:

# 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.

### Elite

- Unlimited on-site technical dispatch.
- 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



### 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.

### **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.

## **Loaner Equipment**

We reduce downtime by keeping rooms fully functional while a final repair is executed. We provide a functionally equivalent piece of equipment.

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

## **Consumable Replacement**

Proper maintenance is essential to ensuring equipment reaches it 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



# TAB 5:

# **On-Site Managed Services**

As you expand your technology collaboration estate and adoption and usage becomes a must for return on investment, you may find you require in-house technical resources. However, understanding what you need, what skill set is required, and how to find the resources can be outside of your expertise. The added responsibility of job growth and training can also create undo pressures on your organization or departments. AVI-SPL On-site Managed Services (herein referred to as OMS) allows you to have the full-time resource without taking on the full-time responsibility, with the added benefit of OMS resources being supported by the #1 integrator and four GSOCs.

Understanding that every organization is unique, we will custom design all managed services deployments to ensure your needs are fully met.

Managed services can include, but are not limited to:

- Meeting Support
- Break/Fix Support
- Concierge Services
- Proactive Maintenance
- System Administration and Management

# **Common Staff Roles Deployed:**

### **On-site Meeting Support Professional**

- Setup and teardown of all scheduled on-site meetings
- Daily system checks to ensure equipment and room functionality
- Escalate when required to Service Provider
- Remote testing for local and regional offices
- "White glove" level of customer support to all clients
- Ensure all AV spaces are presentable for use

#### **On-site Maintenance Technician**

- Preventative maintenance to ensure equipment and room is ready for use
- · Defective/failed equipment identification and incident management/ownership
- Cooperate with client and AVI-SPL support teams to provide remediation
- Interface to manufacturers, developers, engineers and project managers
- Remote troubleshooting for local and regional offices
- Reporting and adherence to service levels agreements

### **On-site Management**

- Manage all AVI-SPL on-site personnel
- Ensure proper maintenance of AV/VTC real estate
- Ensure proper meeting and event support
- Interface with customer stakeholders at all levels



# TAB 5:

• Support reporting and analytics as needed to drive Continuous Service Improvement, improved end user satisfaction, and maximize customer's return on investment

Need something specific? Let us know and we'll work with you to customize the offering.

# **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.



# **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's needs.

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Repeated 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 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<sup>®</sup> user experience management application
- Virtual Meeting Room, a self-service video collaboration solution



# **Enterprise Video Production and Creative Services**

AVI-SPL VideoLink service puts our 25 years of experience in live TV and corporate video services at your fingertips, helping your organization utilize the power of video. We provide specialized account management, high-quality video technology, and a dedicated creative video team from our partner organizations. We facilitate the delivery of exceptional video production services that will help your businesses compete in the new media economy.

# VideoLink ReadyCam Studio

The VideoLink ReadyCam studio is an all-inclusive video studio equipped with an HD camera, professional quality audio and lighting, electronic backdrop with message refresh capability, recording options, and IP-based transmission, which can transmit live video, webcasts, and video conferences over the internet to anywhere in the world. The studio's design allows companies to quickly respond to requests for simple, one-to-three-person on-camera video productions. The studio is remotely controlled by AVI-SPL VideoLink professionals for live on-air TV interviews, eliminating the need for on-site video crews. When used for video recording only, the studio can be operated by your in-house team or by AVI-SPL VideoLink personnel upon request. You can also remotely operate the studio using the VLGateway<sup>™</sup> web-based interface and a remote receive station.

### Features of VideoLink ReadyCam

- Quick-turn, branded content
- HD 16:9 or 4K format video
- Professional lighting and audio quality
- Customizable electronic backdrop
- Enhanced IP for video delivery
- Compatibility with your streaming platform



## The Value of VideoLink ReadyCam

- Convenient: The 'always on' studio gives your executives, faculty, and other thought leaders the ability to quickly and easily contribute to broadcast or cable TV news programming, participate in live corporate video events, or record ad-hoc video communications.
- Efficient: Quickly record single-camera (teleprompter supported) videos for various internal and external communications needs, such as video blogs, training videos, financial market updates and executive messaging. Production of quality video needs little professional expertise and lighting/set set-up or take-down is eliminated.
- Significant cost savings: Remote control feature operates and records your video at a significant cost savings over using a traditional video crew. Creative content development options are also available.
- Flexible: Your video stays on brand across live broadcasts, corporate announcements and streaming events.



# **Quality Assurance Commitment**

AVI-SPL is committed to ensuring your satisfaction through quality products, design, integration, and exceptional service. Our project managers, engineers, and technicians are all trained to adhere to high standards. For larger projects, we assign a program manager who is accountable for the quality assurance and success of your project.

To ensure your project meets our high standards, we have developed an internal quality process based on recognized objectives:

- Assess business processes and **propose** and **steer** a sustainable communications plan.
- Apply best practices to engineering end-to-end solutions tailored to customer need and environment.
- Build and test new systems at our fabrication facilities for on-time delivery and integration at customer site under guidance of experienced project management team.
- Accelerate return on investment by fostering end-user adoption through training and documentation library.
- Ensure value with 24/7 help desk support, MSOC services, managed services and strategic on-site solutions.

We begin each project by taking the time to understand the needs of our clients. We then tailor our quality management oversight to meet those needs. Our program manager has the ultimate responsibility for quality management during the project.

Quality management has equal priority with deliverable execution, schedule management and cost control. We establish processes and procedures necessary to provide cost-effective services that are fully acceptable to our clients.

For larger projects, AVI-SPL follows processes of ensuring the project teams have the communication tools and processes to ensure a successful project for all.

Our Innovation Council has taken the lead in preparing a set of guidelines and templates for our sales team to work with so that you receive a clearly defined set of processes that will guide our work on your behalf.



# **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.



# TAB 5:

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
- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Items
- Provide other submittals as required

- 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

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



# TAB 5:

- 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.

## 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

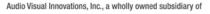
During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers 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

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 on-site 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.

# **Sample MSOC Design & Implementation Process**

The AVI-SPL design and implementation methodology for Managed Services has four phases:

### Phase 1: Requirements, Assessment & Design

- Determine method and design for GSOC network management, monitoring and security access.
- Initiate project plan to establish network access and security policies according to mutually agreed specifications.

### Phase 2: Development, Readiness & Training

- Gather client-specific room, contact, and equipment details as well as process flow for audio, web, and desktop support.
- Enable necessary components in AVI-SPL's environment such as ACD, network and client systems, and toolsets.
- Train Reservations, Help Desk, Operations and Engineering teams on client processes and procedures.

### Phase 3: Service Delivery & On-Boarding

- Complete GSOC and client IT network and systems integration tasks
- Perform room certification and acceptance testing
- Complete all necessary database updates





- Assist with creation and distribution of communication campaign to client users and administrators
- Propose Go Live cut-over plan

### Phase 4: Ongoing Support

- End-user scheduling process
- End-user issue resolution process
- Monthly Performance Overview and Reporting

AVI-SPL has templates developed, that can be customized, for the following items:

- Room Profile
- Site Certification
- On-Boarding Checklist
- Reservation Request
- MACD of Sites/Inventory
- Reservation Confirmation
- Outage Notification
- Reason for Outage (RFO)

# **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.

# Appendix C

# ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

# ACKNOWLEDGMENT AND ACCEPTANCE

### **OF REGION 4 ESC's OPEN RECORDS POLICY**

### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- Х We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information, Act.)

12/08/2020

, Steve Benjamin, EVP

Authorized Signature & Title

Date

Appendix C, Doc #2

#### ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005) Attorney General Form

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;
- In connection with this proposal, 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 proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

Company		Contact	
	Audio Visual Innovations, Inc	e e	Signature
	C201 Designin Deed, Che 404		Printed Name
Address	6301 Benjamin Road, Ste 10	1	Position with Company
	Tampa, FL 33634	Official	A
		Authorizing Proposal	N
		•	Signature
			Steve Benjamin
			Printed Name
Phone	(813) 884-7168		Executive Vice President
Fax	(813) 882-9508		Position with Company

CERTIFICATE OF INTERESTED P	ARTIES		FOR	м 1295
				1 of 1
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested partie	PS.	CE	OFFICE USE RTIFICATION	
<ol> <li>Name of business entity filing form, and the city, state and of business.</li> <li>AVI-SPL LLC</li> </ol>	country of the business entity's place		<b>Certificate Number:</b> 2021-722096	
Tampa, FL United States			Filed:	
2 Name of governmental entity or state agency that is a party being filed. Region 4 Education Service Center	y to the contract for which the form is		2/2021 Acknowledged:	
3 Provide the identification number used by the government description of the services, goods, or other property to be Solicitation Number 20-12		ify the c	contract, and pro	vide a
Audio Visual Equipment, Accessories and Service				
4 Name of Interacted Party		in ac -1		f interest
Name of Interested Party	City, State, Country (place of bus	iness)	(check ap Controlling	plicable) Intermediary
Zettel, John	Tampa, FL United States		X	Internieulary
Reese, Jan	Tampa, FL United States		×	
Benjamin, Steve	Tampa, FL United States		×	
AVI-SPL Global LLC	Tampa, FL United States		х	
	c			
5 Check only if there is NO Interested Party.				
6 UNSWORN DECLARATION				
My name isSteve Benjamin	, and my date	of birth is	s05/13/1960	,
My address is6301 Benjamin Road, Suite 101	Tampa	FL,	33634	USA
(street)	(city)	(state)	(zip code)	(country)
I declare under penalty of perjury that the foregoing is true and				
Executed inHillsborough	County, State of Florida, on th	e 2nd	day of <u>March</u> (month)	, 20 <u>21</u> (year)
	Signature of authorized agent of co (Declarant)	ontractin	ig business entity	
Forms provided by Texas Ethics Commission wv	ww.ethics.state.tx.us		Versio	V1.1.ceffd98

Appendix C, DOC # 3

#### Implementation of House Bill 1295

#### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### **Electronic Filing Application:**

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

#### **Frequently Asked Questions:**

https://www.ethics.state.tx.us/resources/FAQs/FAQ Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

#### **Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Steve Benjamin		as	an	authorized
representative of				
Audio Visual Innovations, Inc.			а	contractor

engaged by

Insert Name of Company

<u>Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092</u>, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

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

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

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

12/08/2020

Signature of Named Authorized Company Representative

Date



To: Board of Directors

From: Robert Zingelmann

Date: February 23, 2021

Subject: Recommendation of Contract Award

Region 4 ESC held a RFP opening on December 15 2020 for RFP # 20-12 for Audio Visual Equipment, Accessories and Service. There were seven (7) proposals submitted:

- Video Hi-Tech Corp. d/b/a Adwar Video
- Audio Visual Innovations, Inc.
- B&H Foto and Electronics DBA B&H
- Best Buy Stores, L.P.
- Clearwing Systems Integration, LLC
- Ford Audio-Visual Systems, LLC
- Iron Bow Technologies, LLC

After careful review of all proposals, the Evaluation Team has determined that three (3) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

## **CONSIDERATION**

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

#### **RECOMMENDATION**

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract	
Audio Visual Equipment, Accessories & Services	Audio Visual Innovations, Inc. B&H Foto and Electronics DBA B&H Best Buy Stores, L.P.	Three (3) years with option of two (2) one year renewals	

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary



- To: Deborah Bushnell Contract Manager
- From: Robert Zingelmann Chief Financial Officer, Finance and Operations Services
- Date: February 23, 2021

Subject: Approval of Contract Award

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on February 23, 2021 the following contracts were approved as presented:

- > Audio Visual Equipment, Accessories and Service
  - Audio Visual Innovations, Inc.
  - B&H Foto and Electronics DBA B&H
  - Best Buy Stores, L.P.

Contract is effective April 1, 2021. If you have any questions, please let me know.



February 23, 2021

Steve Benjamin Executive Vice President Audio Visual Innovations, Inc. 6301 Benjamin Road, Suite 101 Tampa, FL 33634 Steve.benjamin@avispl.com

Re: Award of Contract #R201201

Dear Mr. Benjamin:

Per official action taken by the Board of Directors of Region 4 Education Service Center on February 23, 2021, we are pleased to announce that after successful negotiated terms and conditions, Audio Visual Innovations, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP#20-12) submitted on December 15, 2020:

#### **Commodity/Service**

<u>Supplier</u>

Audio Visual Equipment, Accessories & Services

Audio Visual Innovations, Inc.

This contract is effective April 1, 2021 and will expire on March 31, 2024. As indicated above, your contract # is R201201. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and Audio Visual Innovations, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Deborah Bushnell, the Contract Manager assigned to your contract, at 713-554-7348 or deborah.bushnell@omniapartners.com.

Sincerely,

DocuSigned by: Robert Eingelmann \_30EE15BFEF1C4C6...

Solution Services and Operations Services



October 27, 2023

Steven Benjamin Executive Vice President Audio Visual Innovations, Inc. 6301 Benjamin Road, Suite 101 Tampa, FL 33634 Email: <u>Steve.benjamin@avispl.com</u>

Re: Renewal Award of Contract # R201201

Dear Mr. Steven:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that Audio Visuals Innovations, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 15, 2020, and subsequent performance thereafter:

### **Contract**

Audio Visual Equipment, Accessories & Services

The contract will expire on March 31, 2025, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or <u>deborah.bushnell@omniapartners.com</u>.

The partnership between Audio Visuals Innovations, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by: Robert Eingelmann

Robert Zingelmann Chief Financial Officer, Finance and Operations Services

#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <a href="https://www.state.nj.us/treasury/purchase/">https://www.state.nj.us/treasury/purchase/</a>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

#### CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

#### OR

Х

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	
Relationship to Vendor/ Bidder	
Description of Activities	
Duration of Engagement	
Anticipated Cessation Date	
- -	Attach Additional Sheets If Necessary.

#### **CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a <u>continuing obligation</u> from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to <u>criminal prosecution</u> under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Steve Benjamin		
Printed Name of Authorized Agent	Signature of Authorized Agent	
Executive Vice President	1-11-2023	
Title	Date	
AVI-SPL LLC		
C N		

Company Name



# 7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 www.esc4.net

# NOTICE TO OFFEROR

# ADDENDUM NO. 1

Solicitation Number 20-12

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")

for

Audio Visual Equipment, Accessories and Service

SUBMITTAL DEADLINE: Tuesday, December 15, 2020 @ 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Audio Visual Equipment, Accessories and Services 20-12 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

- <u>Submittal Deadline</u>: The submittal deadline for this RFP is hereby changed from Thursday, December 10, 2020 @ 10:00 AM CST and extended as indicated below and above:
  - > Tuesday, December 15, 2020 @ 10:00 AM CST

## 2) <u>Questions Deadline:</u>

Submission for questions deadline is hereby changed from December 11, 2020 and extended to December 2, 2020

## 3) <u>APPENDIX E – Market Basket</u>:

The market basket is hereby replaced in its entirety. Please see separate excel file name; RFP # 20-12\_Audio Visual\_Market Basket

All other details remain unchanged.

## **RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name AVI-SPL, L.L.C.

Contact Person Jay M. Bosch Signature \_\_\_\_\_\_ Date \_12/10/2020

Crystal Wallace Region 4 Education Service Center Business Operations Specialist

## <u>APPENDIX A</u>

## DRAFT CONTRACT

### RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 20-14, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- <u>Term of agreement</u>. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) <u>Form of Contract</u>. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) <u>Order of Precedence</u>. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) <u>Commencement of Work</u>. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) <u>Novation</u>. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) <u>Adding Authorized Distributors/Dealers</u>. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) <u>Termination for Cause</u>. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) <u>Force Majeure</u>. 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) <u>Price Adjustments</u>. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a thirdparty auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) <u>New Products/Services</u>. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) <u>Options.</u> Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) <u>Registered Sex Offender Restrictions.</u> For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.
- 26) <u>Safety measures.</u> Contractor 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. Contractor shall post warning signs against all hazards created by its 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.

- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) <u>Stored materials.</u> Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) <u>Indemnity</u>. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) <u>Marketing</u>. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Audio Visual Innovations, Inc.		
Address	6301 Benjamin Road, Suite 101		
City/State/Zip	Tampa, FL 33634		
Telephone No.	(813) 884-7168		
Email Address	steve.benjamin@avispl.com		
Printed Name	Steve Benjamin		
Title	Executive Vice President		
Authorized signature			
Accepted by Region 4 ESC:			
Contract No	_		
Initial Contract Term	to		
Region 4 ESC Authorized Boa	ard Member Date		
Print Name			
Region 4 ESC Authorized Boa	ard Member Date		

Print Name

#### Appendix B

#### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

X Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Sec 16, Page 14	Payment	For phased or larger projects, we would like the ability to do progress payments.	
Sec 22, Page 5	Warranty	Warranty may vary by manufacture.	



Audio Visual Innovations, Inc., a wholly owned subsidiary of

## **Products/Pricing**

## **Pricing, Exhibit E**

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. The Offeror shall provide pricing for a specific list of high volume use items, attached herein as Exhibit E, pricing for Market Basket or representative diverse items, as well as a percentage discount off of the verifiable price list or catalog for other items which may be considered as Value added items that may be purchased. Offerors shall list all applicable discounts by group and enumerate any areas within the catalog where additional restrictions may apply. All pricing shall be provided based on a national scope for any and all government agencies within the United States. Offerors may elect to limit their proposals to any category or categories.

**AVI-SPL Response**: We are proud to offer and extensive line of manufactures to this potential agreement. This includes the audio-visual categories of: Audio Solutions, Presentations and Displays, Production & Lighting Equipment, Services and TVs and Entertainment. We are submitting "Market Place" pricing as well as generous discounts off of MSRP by some of the best-known companies in the business.

## **Electronic Catalog**

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)* 

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

**AVI-SPL Response:** Upon award, AVI-SPL is happy to develop a "Punch-Out" eCommerce catalog. Per the conference call with Crystal Wallace, we did not prepare this portion for the RFP response, but happy to provide any further detail, upon request.

## **All Products and Services**

iii. Is pricing available for all products and services?

**AVI-SPL Response:** Our intent is to include over 120 of our preferred, strategic and emerging partners for the Education and Public Sector Market. In an effort to provide the most flexibility, we are adding a caveat within each category of "Any manufacture not listed" we can offer a minimum of 5% off of MSRP.





## **Leasing/Rental Options**

iv. Describe leasing/rental options available including financing information.

**AVI-SPL Response:** AVI-SPL partners with Insight Financial Services for leasing options. <u>https://ifsleasing.com/</u> This includes any AVAAS (Audio-Video as a Service) opportunities and for technology, medical equipment, education technology, material handling and furniture. Insight will review the company's credit rating as a part of determining eligibility. They may also conduct interviews with the business leadership or owners to fully understand the company's financial status and outlook.

## **Shipping Charges**

v. Describe any shipping charges.

**AVI-SPL Response:** AVI-SPL will include shipping for most orders. We have provided a chart in our response, by manufacture. In most cases, freight is included in the contiguous U.S. Freight will be charged to orders shipped to HI, AK, U.S. Territories and international purchases or expedite orders. For orders over 50 lbs or (including, but not limited to, furniture orders, motorized screens, racks, etc.) freight will be charged to the customer at a reasonable rate. This will be provided to the customer in shipping line item.

## **Pricing for Warranties**

vi. Provide pricing for warranties on all products and services.

**AVI-SPL Response:** Pricing for Warranties varies by manufacture or services quoted. This includes AVI-SPL extended warranties or services. It is our intent to offer extended warranties and services as part of this contract.

## **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.

Audio Visual Innovations, Inc., a wholly owned subsidiary of



#### 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 & Materials)**

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

Billable Offerings:

- Remote Help Desk, 24x7Specialist Remote Support
- Onsite 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.

#### Elite

- Unlimited on-site technical dispatch.
- 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

## **Return and Restocking Fees**

vii. Describe any return and restocking fees.

AVI-SPL Response: Return and restocking fees vary by manufacture.

#### Additional Discounts or Rebates



viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

**AVI-SPL Response:** Additional discounts are certainly possible and will be addressed on and case-by-case bases.

### **Customer Verification**

ix. Describe how customers verify they are receiving Contract pricing.

**AVI-SPL Response:** Your AVI-SPL Account Manager will reference the contract number on the quote or proposal. Our customers require a variety of steps to assure local procurement guidelines are being met. As a best practice, typically MSRP, discount and cost is added in our "external notes" at the line-item level in our proposals. However, on larger proposals, a spreadsheet is required to assure goods and services are at or below the contracted rate.

#### **Procedures**

x. If Offeror has retail stores describe how appropriate procedures will be in place to ensure contract pricing on all product lines to participating agencies. Describe payment methods offered.

**AVI-SPL Response:** AVI-SPL does have local offices throughout the U.S., however they are not set up as "retail" locations. All locations, including Inside Sales has access to the AVI-SPL Public Sector Contract Team and the internal Intranet which provides contract pricing broken out by goods and services. Training is conducted often with sellers and new sellers to assure contracts us being used within compliance of the agreement. Purchase Orders are the preferred method of purchase.

#### **Frequency of Updates and Proposed Indices**

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

**AVI-SPL Response:** Contract updates will be limited as manufacture pricing rates vary from year-to-year. We anticipate pricing adjustments would likely be only once a year. Historically, pricing changes are due to factors that are outside of the industry but affect the cost of doing business. This includes tariffs, union labor rates or prevailing wage updates. Additional modifications would be request if new partner manufacturers are added. For example, AVI-SPL added Logitech, Lenovo, Panopto, Zoom and many other manufactures this year.

### **Future Product Introductions**

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.





**AVI-SPL Response:** If a customer specifies or if our engineers recommend a manufacture, we are prepared by added a "5% off of MSRP on any manufacture not listed". This allows for flexibility for the customer and us to assure our solutions are technically superior and within the contract compliance. If we find this manufacture is gaining popularity, we will consider adding the manufacture to the annual contract addendum. We also promote new and innovative products on our eCommerce portal to drive sales. Monthly, our SLED team does trainings on specific products to our Inside Sales Team and our Field Teams to assure they are aware of innovative new offerings.

## **Additional Information**

xiii. Provide any additional information relevant to this section.

\*Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

**AVI-SPL Response:** AVI-SPL is positioning this contract as an "At or Below" contract, meaning the contact is built with competitive discounts, but will have the flexibility to discount further, as needed, depending on customer budget, quantity ordered and manufactured desired or specified.



## REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- Exhibit A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
- Exhibit B ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

- Exhibit D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
- Exhibit E CONTRACT SALES REPORTING TEMPLATE
- Exhibit F FEDERAL FUNDS CERTIFICATIONS
- Exhibit G NEW JERSEY BUSINESS COMPLIANCE
- Exhibit H ADVERTISING COMPLIANCE REQUIREMENT

### EXHIBIT A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

#### **1.0** Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

#### 1.1 Requirement

The Region 4 Education Service Center ("ESC) (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Audio Visual Equipment, Accessories & Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for\_knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners. These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agency.

#### 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

#### **1.3** Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$75 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates

as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5** Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 **REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

#### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

#### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## **3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### 3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
  - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
  - a. Minority Women Business Enterprise

🗌 Yes 🛛 🕅 No

If yes, list certifying agency: <u>N/A</u>

b.	<ul> <li>b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)</li> </ul>				
	☐ Yes	X No			
	If yes, list c	ertifying agency:	N/A		
c.	-	Underutilized Bu	siness (HUB)		
	☐ Yes If yes, list c	IX NO ertifying agency: _	N/A		
d.	Historically	Underutilized Bu	siness Zone Enterprise (HUBZone)		
	☐ Yes If yes, list c	No     No     retifying agency: .	N/A		
e.	Other recog	nized diversity ce	rtificate holder		
	□ Yes	X No			
	If ves. list c	ertifying agency:	N/A		

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

#### **3.2** Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
  - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

- iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").
- \$\_\_\_\_\_.00 in year one \$\_\_\_\_\_.00 in year two
- \$\_\_\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

## EXHIBIT B ADMINISTRATION AGREEMENT, EXAMPLE

### **ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "<u>Agreement</u>") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("<u>OMNIA Partners</u>"), and \_\_\_\_\_ ("<u>Supplier</u>").

#### RECITALS

WHEREAS, the \_\_\_\_\_\_ (the "<u>Principal Procurement Agency</u>") has entered into a Master Agreement effective \_\_\_\_\_\_, Agreement No\_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "<u>Master Agreement</u>"), as attached hereto as <u>Exhibit A</u> and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_\_ (the "<u>Product</u>");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "<u>Public Agencies</u>"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as <u>Exhibit B</u>) (each, hereinafter referred to as a "<u>Participating Public Agency</u>") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

#### DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

# **TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "Data Regulations").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 - 8 and 11 - 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

# NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

# ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_ percent (\_\_%) ("<u>Administrative Fee Percentage</u>") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("<u>Contract Sales</u>"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("<u>Contract Sales Report</u>"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in <u>Exhibit D</u>. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

# **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners Attn: President 840 Crescent Centre Drive Suite 600 Franklin, TN 37067

B. Supplier:

\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

NATIONAL

# [INSERT SUPPLIER ENTITY NAME]

	INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR
Signature	Signature
	Sarah Vavra
Name	Name
	Sr. Vice President, Public Sector
	Contracting
Title	Title
Date	Date

# EXHIBIT C MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "<u>Agreement</u>") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("<u>Principal Procurement Agencies</u>") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "<u>OMNIA Partners</u>") to be appended and made a part hereof and such other public agencies ("<u>Participating Public Agencies</u>") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "<u>OMNIA Partners Parties</u>") by either registering on the OMNIA Partners website (<u>www.omniapartners.com/publicsector</u> or any successor website), or by executing a copy of this Agreement.

# RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "Master Agreements" (herein so called) to provide a variety of goods, products and services ("Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("<u>GPO</u>") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA 10. PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR **IMPLIED** REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

# OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature
	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

# EXHIBIT D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

# PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("<u>OMNIA Partners</u>"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_\_ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

# **EXHIBIT E CONTRACT SALES REPORTING TEMPLATE**

Contract Sales Report submitted electronically in Microsoft Excel:

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(	DMN	ΙΔຶ	Supplier Name:		Total Sales	\$0.00										
	ϽΙΫΠΝ		Contract Number:		Admin Fee %											
P	ARTNE	RS	Reporting Period:		Total Admin Fee	\$0.00			-				FC	ROM	NIA USE	ONLY
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Nam
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# EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

# FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

# Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

#### DEFINITIONS

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
 (c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

- (ii) A subsidy;
- (iii) A loan;
- (iv) A loan guarantee; or
- (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable taws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES /

Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES

Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(G) 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 Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does	offeror	agree?	YES _
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Initials of Authorized Representative of offeror

(H) 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 Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will participating Agency.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(I) 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 Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 foods at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES

Initials of Authorized Representative of offeror

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES

Initials of Authorized Representative of offeror

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF COM	IPLIANCE WITH BUY AMERICA PROVISIONS
Administration funds, offeror certifies that its products co provide such certification or applicable waiver with respe	Administration, Federal Railroad Administration, or Federal Transit mply with all applicable provisions of the Buy America Act and agrees to ect to specific products to any Participating Agency upon request. ct must still follow the applicable procurement rules calling for free and 
CERTIFICATION OF A	ACCESS TO RECORDS - 2 C.F.R. § 200.336
documents, papers, or other records of offeror that are	cy or any of their duly authorized representatives shall have access to any epertinent to offeror's discharge of its obligations under the Contract for the id transcriptions. The right also includes timely and reasonable access to ussion relating to such documents.
Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF	APPLICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts trawards pursuant to the	e Contract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	Initials of Authorized Representative of offeror
further acknowledged that offeror certifies complian noted above.	ocal laws, rules, regulations and ordinances, as applicable. It is ce with all provisions, laws, acts, regulations, etc. as specifically
Offeror's Name:	
Address, City, State, and Zip Code:6301 Benjamin Ro	pad, Suite 101, Tampa, FL 33634
Phone Number: (813) 884-7168	Fax Number:(813) 882-9508
Printed Name and Title of Authorized Representative	Steve Benjamin, Executive Vice President
Email Address:steve.benjamin@avispl.com	
Signature of Authorized Representative	Date: 12/08/2020

#### FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

#### Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

#### Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

#### Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 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; and

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.

#### Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

#### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. <u>Termination for Convenience:</u>

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### 2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 3. "During the performance of this contract, the contractor agrees as follows:
  - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 4. Davis Bacon Act and Copeland Anti-KickbackAct.
  - a. <u>Applicability of Davis-Bacon Act</u>. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. <u>It does not apply to other FEMA grant</u> and cooperative agreement programs. including the Public Assistance Program.
  - b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
  - c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
  - d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply. neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."
- 5. <u>Contract Work Hours and Safety Standards Act</u>.
  - a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
  - b. Where applicable (<u>see 40 U.S.C.</u> § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. <u>See 2</u> C.F.R. Part 200, Appendix II, ¶ E.
  - c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
  - d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

#### "Compliance with the Contract Work Hours and Safety Standards Act.

- (1) <u>Overtime requirements</u>. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) <u>Violation; liability for unpaid wages; liquidated damages</u>. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) <u>Subcontracts</u>. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
- 6. Rights to Inventions Made Under a Contract or Agreement.
  - a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ G.
  - a. <u>The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000</u>:

#### "Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

#### 8. Debarment and Suspension.

- a. <u>Applicability:</u> This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
  - d. <u>The following provides a debarment and suspension clause. It incorporates an optional</u> <u>method of verifying that contractors are not excluded or disgualified</u>:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### 9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. <u>See PDAT Supplement</u>, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. <u>The following provides a Byrd Anti-Lobbying contract clause</u>:

#### "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient."

#### APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with

each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, Audio Visual Innovations, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Steve Benjamin, Executive Vice President Name and Title of Contractor's Authorized Official

12/08/2020

Date"

- 10. Procurement of Recovered Materials.
  - a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
  - 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶7.
  - c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
  - d. <u>The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:</u>

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- Version September 29, 2020
- (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

- (ii) Meetingcontract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>."

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

#### "Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See DHS Standard Terms and Conditions</u>, v 3.0, ¶ XXV (2013).
- b. <u>The following provides a contract clause regarding DHS Seal, Logo, and Flags</u>: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."
- 13. <u>Compliance with Federal Law, Regulations, and Executive Orders.</u>
  - a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
  - b. <u>The following provides a contract clause regarding Compliance with Federal Law,</u> <u>Regulations, and Executive Orders</u>: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

#### 14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. <u>The following provides a contract clause regarding no obligation by the Federal</u> <u>Government</u>: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."
- 15. Program Fraud and False or Fraudulent Statements or Related Acts.
  - a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
  - b. <u>The following provides a contract clause regarding Fraud and False or Fraudulent or</u> <u>Related Acts</u>: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

#### Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

# Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Audio Visual Innovations, Inc.

Address, City, State, and Zip Code: \_6301 Benjamin Road, Suite 101, Tampa, FL 33634

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

Printed Name and Title of Authorized Representative: Steve Benjamin, Executive Vice President

Email Address: steve.benjamin@avispl.com

Signature of Authorized Representative:

Date: 12/08/2020

# EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

# NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Statement of Ownership Disclosure
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate
- DOC #8 EEOAA Evidence
- DOC #9 McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

# DOC #1

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:	Audio Visual Innovations,	Inc.
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Organization Address: 6301 Benjamin Road, Suite 101, Tampa, FL 33634

<u>Part I</u>	Check the box that	represents	the type of	business	organization:
---------------	--------------------	------------	-------------	----------	---------------

Sole Proprietorship (skip Parts II and III, execute certification in Part IV		Sole Pro	prietorship	(skip	Parts	11 :	and III.	execute	certification	in	Part	IV
--	--	----------	-------------	-------	-------	------	----------	---------	---------------	----	------	----

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type)	Limited Liability Company (LLC)
-----------------------------------	---------------------------------

Partnership	Limited Partnership	Limited Liability Partnership (LLP)
-------------	---------------------	-------------------------------------

Other (be specific): \_\_\_\_\_

# <u>Part II</u>

Х

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

# OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

# <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to <u>N.J.S.A.</u> 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address	
N/A	2	

# Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Benjamin	Title:	Executive Vice President
Signature:		Date:	12/08/2020

# DOC #2

# NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE				
	Refe	erence: VII-H		
Name of Form:	NON-COLLUSION AFFIDAVIT			
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15			
Instructions Reference:	Statutory and Other Requirements VII-H			
Description:	The Owner's use of this form is optional. It i the bidder has not participated in any collusion bidder or Owner representative or otherwise restraint of free and competitive bidding.	on with any other		

#### **NON-COLLUSION AFFIDAVIT**

State of Florida		
County of <u>Hillsborough</u>	SS:	
<u>5</u>		
I, <u>Steve Benjamin</u> res	iding in <u>Tampa</u>	
in the County ofHillsborough	(name of municipality) and State of Florida	of full
age, being duly sworn according to law on my		or run
I am Executive Vice President	of the firm of Audio Visual	
(title or position)	(name of firm)	
Innovations, Inc.	the bidder making this Proposal for the bid	
entitled <u>Solicitation Number 20-12</u> (title of bid proposal)	and that I executed the said proposal with	
	directly or indirectly entered into any agreement	
	en any action in restraint of free, competitive bio	
affidavit are true and correct, and made with f	that all statements contained in said proposal ar	id in this
	truth of the statements contained in said Propos	al
(name of contracting unit)		
and in the statements contained in this affidav	it in awarding the contract for the said project.	
contract upon an agreement or understanding	ncy has been employed or retained to solicit or so for a commission, percentage, brokerage, or con established commercial or selling agencies main	tingent
Subscribed and sworn to		
	1.	
before me this day		
	L Signature	
Dicember 8, 2020	Steve Benjamin	
Dicember 8, 2020 Elizabeth Casalo Notary public of	(Type or print name of affiant under signature)	
• Access		
My Commission expires 7/21/2024		
(Seal) Elizabeth Casale Comm. #HH 022048 Expires: July 21, 2024 Bonded Thru Aaron Notary		

#### DOC #3

# AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Compan	y Name:	Audio Visual Innovations, Inc.	_
Street:	6301 Ben	amin Road, Suite 101	_
City, Sta	te, Zip Coo	le: Tampa, FL 33634	

## **Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

## **Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A) Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their <u>Certificate of Employee Information Report</u> OR
- 3. A complete Affirmative Action Employee Information Report (AA302)

# Public Work - Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/08/2020

Date

Steve Benjamin, EVP

Authorized Signature and Title

#### DOC #3, continued

#### P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

#### PROCUREMENT, PROFESSIONAL AND SERVICE **CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

#### DOC #4

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to <u>N.J.S.A.</u> 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<u>http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</u>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <u>http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</u>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# DOC #4, continued

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>\*</sup>
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - o of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** 

\* <u>N.J.S.A.</u> 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

### DOC #4, continued

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

### This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Ve	ndor Inf	ormation			
Vendor Nam	ne:	Audio Visual Inno	vations, Inc.		
Address:	630	1 Benjamin Road, S	uite 101		
City:	Tampa	St	tate: FL	Zip:	33634

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of <u>N.J.S.A.</u> 19:44A-20.26 and as represented by the Instructions accompanying this form.

N	Steve Benjamin	Executive Vice President
Signature	Printed Name	Title

# Part II - Contribution Disclosure

Disclosure requirement: Pursuant to <u>N.J.S.A.</u> 19:44A-20.26 this disclosure must include all reportable political contributions (more than 300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$
		******	
			-
		-	
			· · · · ·

Check here if the information is continued on subsequent page(s)

# DOC #4, continued

# List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

### **County Name:**

State: Governor, and Legislative Leadership Committees Legislative District #s: State Senator and two members of the General Assembly per district.

County:

Freeholders {County Executive}

County Clerk Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

Surrogate

# **USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD** FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.
Check the box that represents the type of business organization:
Partnership Corporation Sole Proprietorship
Limited Partnership
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
	A
Subscribed and sworn before me this 8th day of December 2.120 Ely obeth Casele (Notary Public)	(Affiant)
(Notary Public)	Steve Benjamin, Executive Vice President (Print name & title of affiant)
My Commission expires: "1121/2024	(Corporate Seal)



# **Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 - 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 - 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

# NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

### **EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

# **EEO/AA** Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: <u>http://www.state.nj.us/treasury/contract\_compliance/pdf/pa.pdf</u> for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Steve Benjamin	Title:
Signature:	Date:

Executive Vice President

Date: 12/08/2020

# DOC #9 MCBRIDE-PRINCIPLES STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY



# 33 WEST STATE STREET, P.O. BOX 230

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

# MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 20-12

VENDOR/BIDDER: Audio Visual Innovations, Inc.

### VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

# CHECK THE APPROPRIATE BOX

X The Vendor/Bidder has no business operations in Northern Ireland; or

# **O**R

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

# **CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a <u>continuing obligation</u> from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to <u>criminal prosecution</u> under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

 Signature
 12/08/2020

 Steve Benjamin, Executive Vice President
 Date

 Print Name and Title
 12/08/2020

NT ...

# EXHIBIT H ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:				
State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at <a href="http://www.usa.gov/Agencies/State\_and\_Territories.shtml">http://www.usa.gov/Agencies/State\_and\_Territories.shtml</a> and <a href="https://www.usa.gov/local-governments">https://www.usa.gov/local-governments</a>.

Certain Public Agencies and Political Subdivisions:

### **CITIES, TOWNS, VILLAGES AND BOROUGHS**

**INCLUDING BUT NOT LIMITED TO:** BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE. OR CITY OF ASHLAND. OR CITY OF AUMSVILLE. OR CITY OF AURORA, OR CITY OF BAKER, OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COOUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR CITY OF FOREST GROVE. OR CITY OF GOLD HILL. OR CITY OF GRANTS PASS, OR CITY OF GRESHAM, OR CITY OF HILLSBORO, OR CITY OF INDEPENDENCE, OR CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA Version September 29, 2020

CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA CITY OF LAKE CHARLES, OR CITY OF LEBANON. OR CITY OF MCMINNVILLE. OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE, LA CITY OF MOSIER, OR CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND. OR CITY OF POWERS, OR CITY OF PRINEVILLE, OR CITY OF REDMOND, OR CITY OF REEDSPORT, OR CITY OF RIDDLE, OR CITY OF ROGUE RIVER, OR CITY OF ROSEBURG, OR CITY OF SALEM, OR CITY OF SANDY, OR CITY OF SCAPPOOSE, OR CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT. LA CITY OF SILVERTON. OR CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT BIG WATER, UT BLANDING, UT BLUFFDALE, UT BOULDER, UT CITY OF BOUNTIFUL, UT BRIAN HEAD, UT BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT CANNONVILLE, UT CASTLE DALE. UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT CITY OF CEDAR HILLS, UT CENTERFIELD, UT CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT CLINTON CITY CORPORATION, UT COALVILLE, UT CORINNE, UT CORNISH, UT COTTONWOOD HEIGHTS, UT DANIEL, UT DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT Version September 29, 2020

EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING. UT FILLMORE, UT FOUNTAIN GREEN, UT FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE, UT HATCH, UT HEBER CITY CORPORATION, UT HELPER, UT HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT HIDEOUT, UT HIGHLAND, UT HILDALE, UT HINCKLEY, UT HOLDEN, UT HOLLADAY, UT HONEYVILLE, UT HOOPER, UT HOWELL, UT HUNTINGTON, UT HUNTSVILLE, UT CITY OF HURRICANE, UT HYDE PARK, UT HYRUM. UT INDEPENDENCE, UT IVINS, UT JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT LEEDS, UT LEHI CITY CORPORATION, UT LEVAN, UT LEWISTON, UT LINDON, UT LOA, UT LOGAN CITY, UT LYMAN, UT LYNNDYL, UT

MANILA, UT MANTI, UT MANTUA, UT MAPLETON, UT MARRIOTT-SLATERVILLE, UT MARYSVALE, UT MAYFIELD, UT MEADOW. UT MENDON, UT MIDVALE CITY INC., UT MIDWAY, UT MILFORD, UT MILLVILLE, UT MINERSVILLE, UT MOAB, UT MONA, UT MONROE, UT CITY OF MONTICELLO, UT MORGAN, UT MORONI, UT MOUNT PLEASANT, UT MURRAY CITY CORPORATION, UT MYTON, UT NAPLES, UT NEPHI, UT NEW HARMONY, UT NEWTON, UT NIBLEY, UT NORTH LOGAN, UT NORTH OGDEN, UT NORTH SALT LAKE CITY, UT OAK CITY. UT OAKLEY. UT OGDEN CITY CORPORATION, UT OPHIR, UT ORANGEVILLE. UT ORDERVILLE, UT OREM, UT PANGUITCH, UT PARADISE, UT PARAGONAH, UT PARK CITY, UT PAROWAN, UT PAYSON, UT PERRY, UT PLAIN CITY, UT PLEASANT GROVE CITY, UT PLEASANT VIEW, UT PLYMOUTH, UT PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT RANDOLPH, UT REDMOND, UT RICHFIELD, UT RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE, UT ROCKY RIDGE, UT ROOSEVELT CITY CORPORATION, UT ROY, UT RUSH VALLEY, UT CITY OF ST. GEORGE, UT SALEM, UT Version September 29, 2020

SALINA, UT SALT LAKE CITY CORPORATION, UT SANDY, UT SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO. UT SCOFIELD, UT SIGURD, UT SMITHFIELD, UT SNOWVILLE, UT CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT SPANISH FORK, UT SPRING CITY, UT SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT TORREY, UT TREMONTON CITY, UT TRENTON, UT TROPIC. UT UINTAH. UT VERNAL CITY, UT VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT WEST VALLEY CITY, UT WILLARD, UT WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

### COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA ASCENSION PARISH, LA, CLEAR OF COURT CADDO PARISH, LA CALCASIEU PARISH, LA CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI CLACKAMAS COUNTY, OR CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR CLATSOP COUNTY, OR COLUMBIA COUNTY, OR

COOS COUNTY, OR COOS COUNTY HIGHWAY DEPARTMENT, OR COUNTY OF HAWAII, OR CROOK COUNTY, OR CROOK COUNTY ROAD DEPARTMENT, OR CURRY COUNTY, OR DESCHUTES COUNTY. OR DOUGLAS COUNTY, OR EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR GRANT COUNTY, OR HARNEY COUNTY, OR HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION LAFOURCHE PARISH, LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN COUNTY, OR LIVINGSTON PARISH, LA MALHEUR COUNTY. OR MAUI COUNTY, HI MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA SAINT CHARLES PARISH, LA SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY. OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT Version September 29, 2020

COUNTY OF SUMMIT, UT COUNTY OF DAGGETT. UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH. UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

#### OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR ADEL WATER IMPROVEMENT DISTRICT, OR ADRIAN R.F.P.D., OR AGNESS COMMUNITY LIBRARY, OR AGNESS-ILLAHE R.F.P.D., OR AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT. OR ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR AMITY FIRE DISTRICT. OR ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR AZALEA R.F.P.D., OR BADGER IMPROVEMENT DISTRICT, OR BAILEY-SPENCER R.F.P.D., OR BAKER COUNTY LIBRARY DISTRICT, OR BAKER R.F.P.D., OR BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR BAKER VALLEY S.W.C.D., OR BAKER VALLEY VECTOR CONTROL DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT, OR BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR BANKS FIRE DISTRICT #13. OR BAR L RANCH ROAD DISTRICT, OR BARLOW WATER IMPROVEMENT DISTRICT, OR BASIN AMBULANCE SERVICE DISTRICT, OR BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT. OR BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR BEAVER SLOUGH DRAINAGE DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR BEAVER WATER DISTRICT, OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR BEND METRO PARK AND RECREATION DISTRICT BENTON S.W.C.D., OR BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT. OR BEVERLY BEACH WATER DISTRICT, OR **BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,** LA BIG BEND IRRIGATION DISTRICT, OR BIGGS SERVICE DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR BLACK BUTTE RANCH R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT. OR BLODGETT-SUMMIT R.F.P.D., OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR BLY R.F.P.D., OR BLY VECTOR CONTROL DISTRICT, OR BLY WATER AND SANITARY DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR BOARDMAN PARK AND RECREATION DISTRICT BOARDMAN R.F.P.D., OR BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR BONANZA R.F.P.D., OR BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR BORING WATER DISTRICT #24, OR BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR BRIDGE R.F.P.D., OR BROOKS COMMUNITY SERVICE DISTRICT, OR BROWNSVILLE R.F.P.D., OR BUELL-RED PRAIRIE WATER DISTRICT, OR BUNKER HILL R.F.P.D. #1, OR BUNKER HILL SANITARY DISTRICT, OR BURLINGTON WATER DISTRICT, OR BURNT RIVER IRRIGATION DISTRICT, OR BURNT RIVER S.W.C.D., OR CALAPOOIA R.F.P.D., OR CAMAS VALLEY R.F.P.D., OR CAMELLIA PARK SANITARY DISTRICT, OR CAMMANN ROAD DISTRICT, OR Version September 29, 2020

CAMP SHERMAN ROAD DISTRICT, OR CANBY AREA TRANSIT, OR CANBY R.F.P.D. #62, OR CANBY UTILITY BOARD, OR CANNON BEACH R.F.P.D., OR CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR CAPE FERRELO R.F.P.D., OR CAPE FOULWEATHER SANITARY DISTRICT. OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR CARMEL BEACH WATER DISTRICT, OR CASCADE VIEW ESTATES TRACT 2, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR CEDAR TRAILS SPECIAL ROAD DISTRICT, OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR CENTRAL CASCADES FIRE AND EMS, OR CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA CENTRAL LINCOLN P.U.D., OR CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CENTRAL OREGON IRRIGATION DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT, OR CHARLESTON FIRE DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR CHEHALEM PARK & RECREATION DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT CHEMULT R.F.P.D., OR CHENOWITH WATER P.U.D., OR CHERRIOTS. OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT. OR CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR CHRISTMAS VALLEY R.F.P.D., OR CITY OF BOGALUSA SCHOOL BOARD, LA CLACKAMAS COUNTY FIRE DISTRICT #1, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR CLACKAMAS RIVER WATER CLACKAMAS RIVER WATER, OR CLACKAMAS S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR CLATSKANIE LIBRARY DISTRICT, OR CLATSKANIE P.U.D., OR CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT CLATSKANIE R.F.P.D., OR CLATSOP CARE CENTER HEALTH DISTRICT. OR CLATSOP COUNTY S.W.C.D., OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR CLEAN WATER SERVICES CLEAN WATER SERVICES, OR CLOVERDALE R.F.P.D., OR CLOVERDALE SANITARY DISTRICT, OR CLOVERDALE WATER DISTRICT, OR COALEDO DRAINAGE DISTRICT, OR

COBURG FIRE DISTRICT, OR COLESTIN RURAL FIRE DISTRICT, OR COLTON R.F.P.D., OR COLTON WATER DISTRICT #11, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT. OR COLUMBIA DRAINAGE VECTOR CONTROL. OR COLUMBIA IMPROVEMENT DISTRICT, OR COLUMBIA R.F.P.D., OR COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR COLUMBIA S.W.C.D., OR COLUMBIA S.W.C.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR COOS FOREST PROTECTIVE ASSOCIATION COOS S.W.C.D., OR COQUILLE R.F.P.D., OR COQUILLE VALLEY HOSPITAL DISTRICT, OR CORBETT WATER DISTRICT, OR CORNELIUS R.F.P.D., OR CORP RANCH ROAD WATER IMPROVEMENT, OR CORVALLIS R.F.P.D., OR COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT. OR COUNTRY CLUB WATER DISTRICT. OR COUNTRY ESTATES ROAD DISTRICT, OR COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D., OR CRESCENT R.F.P.D., OR CRESCENT SANITARY DISTRICT, OR CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT. OR CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR CROOK COUNTY PARKS & RECREATION DISTRICT, OR CROOK COUNTY S.W.C.D., OR CROOK COUNTY VECTOR CONTROL DISTRICT, OR CROOKED RIVER RANCH R.F.P.D., OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR CRYSTAL SPRINGS WATER DISTRICT. OR CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT. OR CURRY COUNTY S.W.C.D., OR CURRY HEALTH DISTRICT, OR CURRY PUBLIC LIBRARY DISTRICT, OR DALLAS CEMETERY DISTRICT #4, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS CREEK R.F.P.D., OR DAYTON FIRE DISTRICT, OR DEAN MINARD WATER DISTRICT, OR DEE IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT COMPANY. OR DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR DEPOE BAY R.F.P.D., OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR DESCHUTES PUBLIC LIBRARY DISTRICT. OR DESCHUTES S.W.C.D., OR DESCHUTES VALLEY WATER DISTRICT, OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR DEXTER R.F.P.D., OR DEXTER SANITARY DISTRICT, OR DORA-SITKUM R.F.P.D., OR DOUGLAS COUNTY FIRE DISTRICT #2, OR DOUGLAS S.W.C.D., OR DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR DUFUR RECREATION DISTRICT, OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR DUNDEE R.F.P.D., OR DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT. OR EAGLE VALLEY R.F.P.D., OR EAGLE VALLEY S.W.C.D., OR EAST FORK IRRIGATION DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR EAST SALEM SERVICE DISTRICT. OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR EAST UMATILLA COUNTY R.F.P.D., OR EAST VALLEY WATER DISTRICT, OR ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR ELGIN HEALTH DISTRICT, OR ELGIN R.F.P.D., OR ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR ELKTON R.F.P.D., OR EMERALD P.U.D., OR ENTERPRISE IRRIGATION DISTRICT, OR ESTACADA CEMETERY MAINTENANCE DISTRICT, OR ESTACADA R.F.P.D. #69, OR EUGENE R.F.P.D. # 1, OR EUGENE WATER AND ELECTRIC BOARD EVANS VALLEY FIRE DISTRICT #6, OR FAIR OAKS R.F.P.D., OR FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT. OR FALCON HEIGHTS WATER AND SEWER, OR FALCON-COVE BEACH WATER DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR FAT ELK DRAINAGE DISTRICT, OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR FOR FAR ROAD DISTRICT, OR

FOREST GROVE R.F.P.D., OR FOREST VIEW SPECIAL ROAD DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT. OR GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR GATES R.F.P.D., OR GEARHART R.F.P.D., OR GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR GLENDALE R.F.P.D., OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR GLENEDEN SANITARY DISTRICT, OR GLENWOOD WATER DISTRICT, OR GLIDE - IDLEYLD SANITARY DISTRICT, OR GLIDE R.F.P.D., OR GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD HILL IRRIGATION DISTRICT, OR GOLDFINCH ROAD DISTRICT, OR GOSHEN R.F.P.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR GOVERNMENT CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR GRANT COUNTY TRANSPORTATION DISTRICT, OR GRANT S.W.C.D., OR GRANTS PASS IRRIGATION DISTRICT, OR GREATER BOWEN VALLEY R.F.P.D., OR GREATER ST. HELENS PARK & RECREATION DISTRICT. OR GREATER TOLEDO POOL RECREATION DISTRICT, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN SANITARY DISTRICT, OR GREENACRES R.F.P.D., OR GREENBERRY IRRIGATION DISTRICT, OR GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES FIRE PROTECTION DISTRICT. OR HALSEY-SHEDD R.F.P.D., OR HAMLET R.F.P.D., OR HARBOR R.F.P.D., OR HARBOR SANITARY DISTRICT, OR HARBOR WATER P.U.D., OR HARNEY COUNTY HEALTH DISTRICT, OR HARNEY S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR HARRISBURG FIRE AND RESCUE, OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR HEBO JOINT WATER-SANITARY AUTHORITY, OR HECETA WATER P.U.D., OR HELIX CEMETERY MAINTENANCE DISTRICT #4. OR HELIX PARK & RECREATION DISTRICT. OR HELIX R.F.P.D. #7-411, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR HEPPNER R.F.P.D., OR HEPPNER WATER CONTROL DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT. OR HIGH DESERT PARK & RECREATION DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR HOOD RIVER S.W.C.D., OR HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR HOODLAND FIRE DISTRICT #74 HOODLAND FIRE DISTRICT #74, OR HORSEFLY IRRIGATION DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR HOUSING AUTHORITY OF PORTLAND HUBBARD R.F.P.D., OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT ILLINOIS VALLEY R.F.P.D., OR ILLINOIS VALLEY S.W.C.D., OR IMBLER R.F.P.D., OR INTERLACHEN WATER P.U.D., OR IONE LIBRARY DISTRICT, OR IONE R.F.P.D. #6-604. OR IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR **IRONSIDE RURAL ROAD DISTRICT #5, OR** IRRIGON PARK & RECREATION DISTRICT, OR IRRIGON R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR JACKSON COUNTY FIRE DISTRICT #4, OR JACKSON COUNTY FIRE DISTRICT #5. OR JACKSON COUNTY LIBRARY DISTRICT, OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR JACKSON S.W.C.D., OR JASPER KNOLLS WATER DISTRICT, OR JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR JEFFERSON PARK & RECREATION DISTRICT, OR JEFFERSON R.F.P.D., OR JOB'S DRAINAGE DISTRICT, OR JOHN DAY WATER DISTRICT. OR JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT. OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR JORDAN VALLEY CEMETERY DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR JUNCTION CITY R.F.P.D., OR JUNCTION CITY WATER CONTROL DISTRICT, OR

JUNIPER BUTTE ROAD DISTRICT, OR JUNIPER CANYON WATER CONTROL DISTRICT, OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR JUNIPER FLAT R.F.P.D., OR JUNO NONPROFIT WATER IMPROVEMENT DISTRICT. OR KEATING R.F.P.D., OR KEATING S.W.C.D., OR KEIZER R.F.P.D., OR KELLOGG RURAL FIRE DISTRICT, OR KENO IRRIGATION DISTRICT, OR KENO PINES ROAD DISTRICT, OR KENO R.F.P.D., OR KENT WATER DISTRICT, OR KERBY WATER DISTRICT, OR K-GB-LB WATER DISTRICT, OR KILCHIS WATER DISTRICT, OR KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR KLAMATH COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE DISTRICT #4, OR KLAMATH COUNTY FIRE DISTRICT #5, OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT. OR KLAMATH DRAINAGE DISTRICT. OR KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH IRRIGATION DISTRICT, OR KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR KLAMATH S.W.C.D., OR KLAMATH VECTOR CONTROL DISTRICT, OR KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR LA GRANDE R.F.P.D., OR LA PINE PARK & RECREATION DISTRICT, OR LA PINE R.F.P.D., OR LABISH VILLAGE SEWAGE & DRAINAGE, OR LACOMB IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT - DHH-OPH **REGION 3** LAIDLAW WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT. OR LAKE COUNTY LIBRARY DISTRICT. OR LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR LAKE DISTRICT HOSPITAL, OR LAKE GROVE R.F.P.D. NO. 57, OR LAKE GROVE WATER DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR LAKESIDE R.F.P.D. #4, OR LAKESIDE WATER DISTRICT, OR LAKEVIEW R.F.P.D., OR Version September 29, 2020

LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR LANE FIRE AUTHORITY, OR LANE LIBRARY DISTRICT, OR LANE TRANSIT DISTRICT, OR LANGELL VALLEY IRRIGATION DISTRICT, OR LANGLOIS PUBLIC LIBRARY, OR LANGLOIS R.F.P.D., OR LANGLOIS WATER DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR LEBANON R.F.P.D., OR LEWIS & CLARK R.F.P.D., OR LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN S.W.C.D., OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR LINN S.W.C.D., OR LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR LONG PRAIRIE WATER DISTRICT, OR LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS LOWELL R.F.P.D., OR LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT. OR LOWER POWDER RIVER IRRIGATION DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR LOWER UMPQUA HOSPITAL DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT, OR LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR MALHEUR DRAINAGE DISTRICT, OR MALHEUR MEMORIAL HEALTH DISTRICT. OR MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT. OR MALIN COMMUNITY PARK & RECREATION DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR

MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT, OR MARION S.W.C.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT. OR MCKAY ACRES IMPROVEMENT DISTRICT. OR MCKAY DAM R.F.P.D. # 7-410. OR MCKENZIE FIRE & RESCUE, OR MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2, OR MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR MERRILL R.F.P.D., OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS METROPOLITAN EXPOSITION RECREATION COMMISSION METROPOLITAN SERVICE DISTRICT (METRO) MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR MID-COLUMBIA FIRE AND RESCUE. OR MIDDLE FORK IRRIGATION DISTRICT. OR MIDLAND COMMUNITY PARK. OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT, OR MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT. OR MILTON-FREEWATER WATER CONTROL DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR MONITOR R.F.P.D., OR MONROE R.F.P.D., OR MONUMENT CEMETERY MAINTENANCE DISTRICT, OR MONUMENT S.W.C.D., OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT, OR MORROW COUNTY UNIFIED RECREATION DISTRICT, OR MORROW S.W.C.D., OR MOSIER FIRE DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR MT. ANGEL R.F.P.D., OR MT. HOOD IRRIGATION DISTRICT, OR Version September 29, 2020

MT. LAKI CEMETERY DISTRICT, OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT. OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT. OR NORTH COUNTY RECREATION DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT. OR NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR NORTH UNIT IRRIGATION DISTRICT, OR NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT. OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR NYSSA ROAD ASSESSMENT DISTRICT #2, OR NYSSA RURAL FIRE DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR OAK LODGE WATER SERVICES, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR OCEANSIDE WATER DISTRICT, OR OCHOCO IRRIGATION DISTRICT, OR OCHOCO WEST WATER AND SANITARY AUTHORITY, OR ODELL SANITARY DISTRICT, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR ONTARIO LIBRARY DISTRICT, OR

ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR OREGON COAST COMMUNITY ACTION OREGON HOUSING AND COMMUNITY SERVICES OREGON INTERNATIONAL PORT OF COOS BAY, OR OREGON LEGISLATIVE ADMINISTRATION OREGON OUTBACK R.F.P.D., OR OREGON POINT. OR OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT, OR OWW UNIT #2 SANITARY DISTRICT, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT, OR PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PALATINE HILL WATER DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT, OR PANTHER CREEK WATER DISTRICT, OR PARKDALE R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1, OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE. OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5 OR PILOT ROCK PARK & RECREATION DISTRICT, OR PILOT ROCK R.F.P.D., OR PINE EAGLE HEALTH DISTRICT. OR PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT. OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, OR POE VALLEY IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT. OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF BRANDON, OR PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR

PORT OF GOLD BEACH, OR PORT OF HOOD RIVER. OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR PORT OF PORT ORFORD. OR PORT OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES, OR PORT OF TILLAMOOK BAY, OR PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE DISTRICT. OR PORT ORFORD PUBLIC LIBRARY DISTRICT. OR PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR PROSPECT R.F.P.D., OR OUAIL VALLEY PARK IMPROVEMENT DISTRICT. OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR RALEIGH WATER DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT. OR RIVER ROAD WATER DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT. OR RIVERDALE R.F.P.D. 11-JT. OR RIVERGROVE WATER DISTRICT. OR RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR ROCKY POINT FIRE & EMS, OR

ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES ROAD DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT LANDRY PARISH TOURIST COMMISSION SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT. OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SANTA CLARA WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY. OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE R.F.P.D., OR SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D., OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SILETZ R.F.P.D., OR SILVER FALLS LIBRARY DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT, OR SILVER LAKE R.F.P.D., OR SILVER SANDS SPECIAL ROAD DISTRICT. OR SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SIUSLAW S.W.C.D., OR SIUSLAW VALLEY FIRE AND RESCUE, OR SIXES R.F.P.D., OR SKIPANON WATER CONTROL DISTRICT, OR SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR Version September 29, 2020

SLEEPY HOLLOW WATER DISTRICT, OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT. OR SOUTH FORK WATER BOARD. OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT. OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT. OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR SPECIAL ROAD DISTRICT #8, OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR STANFIELD IRRIGATION DISTRICT. OR STARR CREEK ROAD DISTRICT. OR STARWOOD SANITARY DISTRICT, OR STAYTON FIRE DISTRICT, OR SUBLIMITY FIRE DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR SUMMER LAKE IRRIGATION DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE DISTRICT. OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR SUNSET EMPIRE PARK & RECREATION DISTRICT, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SURFLAND ROAD DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT, OR SUTHERLIN WATER CONTROL DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR TENMILE R.F.P.D., OR TERREBONNE DOMESTIC WATER DISTRICT, OR

THE DALLES IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR TILLER R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR TOLEDO R.F.P.D., OR TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT, OR TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR TRI-CITY WATER & SANITARY AUTHORITY, OR TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON TRIMET. OR TUALATIN HILLS PARK & RECREATION DISTRICT TUALATIN HILLS PARK & RECREATION DISTRICT, OR TUALATIN S.W.C.D., OR TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY FIRE & RESCUE, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR TURNER FIRE DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR TWO RIVERS SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR TYGH VALLEY WATER DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D., OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, OR UMPOUA S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT, OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT. OR UNION GAP SANITARY DISTRICT. OR UNION GAP WATER DISTRICT, OR UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR UNION S.W.C.D., OR UNITY COMMUNITY PARK & RECREATION DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR

VALE OREGON IRRIGATION DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR VANDEVERT ACRES SPECIAL ROAD DISTRICT. OR VERNONIA R.F.P.D., OR VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR WALLOWA LAKE IRRIGATION DISTRICT, OR WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR WAMIC R.F.P.D., OR WAMIC WATER & SANITARY AUTHORITY, OR WARMSPRINGS IRRIGATION DISTRICT, OR WASCO COUNTY S.W.C.D., OR WATER ENVIRONMENT SERVICES, OR WATER WONDERLAND IMPROVEMENT DISTRICT, OR WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT. OR WEDDERBURN SANITARY DISTRICT. OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR WEST SIDE R.F.P.D., OR WEST SLOPE WATER DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR WEST VALLEY FIRE DISTRICT. OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT, OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR WESTPORT FIRE AND RESCUE, OR WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR WILLAKENZIE R.F.P.D., OR WILLAMALANE PARK & RECREATION DISTRICT, OR WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT, OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR

WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY. OR WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD. OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO: ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE DUFUR SCHOOL DISTRICT NO.29 EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT **GRANTS PASS SCHOOL DISTRICT 7** GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR

KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 MARION COUNTY SCHOOL DISTRICT MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY **MYRTLE PINT SCHOOL DISTRICT 41** NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE DISTRICT SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT ALPINE DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT

AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT **BEEHIVE SCIENCE & TECHNOLOGY ACADEMY** (BSTA). UT BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT. UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE ACADEMY, UT MURRAY SCHOOL DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT NEBO SCHOOL DISTRICT, UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL. UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS. UT UINTAH RIVER HIGH. UT UINTAH SCHOOL DISTRICT, UT UTAH CONNECTIONS ACADEMY, UT UTAH COUNTY ACADEMY OF SCIENCE, UT UTAH ELECTRONIC HIGH SCHOOL, UT UTAH SCHOOLS FOR DEAF & BLIND, UT UTAH STATE OFFICE OF EDUCATION, UT UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT WALDEN SCHOOL OF LIBERAL ARTS, UT WASATCH PEAK ACADEMY, UT WASATCH SCHOOL DISTRICT, UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII

CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA LOUISIANA STATE UNIVERSITY LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST CHRISTIAN COLLEGE OREGON HEALTH AND SCIENCE UNIVERSITY OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM) SOUTHWESTERN OREGON COMMUNITY COLLEGE TULANE UNIVERSITY TILLAMOOK BAY COMMUNITY COLLEGE UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE UNIVERSITY OF OREGON-GRADUATE SCHOOL UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY WESTERN STATES CHIROPRACTIC COLLEGE WILLAMETTE UNIVERSITY XAVIER UNIVERSITY UTAH SYSTEM OF HIGHER EDUCATION, UT UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT SNOW COLLEGE, UT DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT SALT LAKE COMMUNITY COLLEGE, UT UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

### STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII DEPARTMENT OF TRANSPORTATION Version September 29, 2020

HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS OREGON CHILD DEVELOPMENT COALITION OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION OREGON LOTTERY OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER SEIU LOCAL 503. OPEU SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII STATE OF HAWAII STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY STATE OF UTAH



# TAB 4: Qualification and Experience



A Digital Workplace Services Provider

Audio Visual Innovations, Inc. 4333 W Sam Houston Pkwy N Suite 150 Houston, TX, 77043 Phone: (281) 902-3933 www.avispl.com

> Prepared By: Jay Bosch Jay.Bosch@avispl.com 12/10/2020



# **Brief History**

Tampa, FL-based AVI-SPL is a communication and collaboration solutions provider for businesses and organizations of all types. Our business is the sale, rental, and service of audio visual, video collaboration, control system, and presentation solutions and products.

Our company is the result of a 2008 merger between the top two system integration companies in North America: Audio Visual Innovations (AVI) and Signal Perfection Ltd (SPL). We have locations throughout North America, Europe and the Middle East. In the recent years, we've expanded our footprint, customer base and capabilities through the opening of our Frankfurt office and the acquisitions of Anderson Audio Visual, VideoLink LLC, Sharp's Audio Visual, Interactive Solutions, Inc., and Digital Video Networks. In 2020, we merged with Whitlock, a leading provider of AV and collaboration solutions. Through our experience and expertise, AVI-SPL provides forward-thinking solutions to the communication challenges of today and tomorrow. We continue to maintain the top position in our industry, completing over 8,000 projects on an annual basis and honoring more than 12,000 service contracts, while earning a reputation as the leader in customer satisfaction.

# Reputation in the Marketplace

ii. Describe Offeror's reputation in the marketplace. (see Awards and Recognition timeline below)

# **Reputation of Products and Services**

iii. Describe Offeror's reputation of products and services in the marketplace. (see Awards and Recognition timeline below)

# AVI-SPL Response ii, iii: Awards and Recognition

Our knowledge pool, ability to design and execute functional and appealing systems, and post-install support are second to none. We have received a wide range of industry and manufacturer recognition, including:

### 2019

- Systems Contractor News, Top 50 Systems Integrators, Ranked #1
- AV Awards, AV Management and Control Technology of the Year (AVI-SPL Symphony)
- AV Awards, International Integrator of the Year
- Strategic Account Management Association, Excellence Awards Winner
- Systems Contractor News, Most Innovative IoT Product (AVI-SPL Symphony)

### 2018

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- Commercial Integrator Integration Award for Best Meeting Room Project Atmosphere Commercial Interiors
- Frost & Sullivan Global Managed Videoconferencing Service Growth Excellence Leadership Award
- Videxio Best newcomer Americas
- JLL Supplier of Distinction Award Collaboration
- Samsung Platinum Partner of the Year



### 2017

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- Commercial Integrator Integration Award for Best Corporate Campus Project—Zurich North America
- CRN Solution Provider 500, ranked #51

#### 2016

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- Frost & Sullivan Company of the Year, Video Managed Services
- Commercial Integrator BEST Award Invenergy
- Polycom EMEA Gold Choice Partner
- DIGI Award Winners Best Content, Ambient
- 3M Supplier of the Year

### 2015

- Systems Contractor News Top 50 Systems Integrators, Ranked #1
- InfoComm (now AVIXA) APEx Certification
- Samsung Integrator of the Year
- Polycom Global Reseller of the Year
- Polycom North American Partner of the Year

# **Experience and Qualification of Key Employees**

iv. Describe the experience and qualification of key employees.

### AVI-SPL Response:

Jen Haskins, Senior Vice President, Transactional Sales and SLED:

- Jen Haskins is the Senior Vice President of Transactional Sales and SLED for the U.S. She leads a team of six sales and support leaders from Tampa, Florida. Haskins' has experienced over 20 years at AVI-SPL and is responsible for a team generating over \$300 + Million in sales.
- Haskins is responsible for AVI-SPL Inside Sales, our Projector People team (16 highlyskilled reps), SLED and all Public Sector Contracts.

Jay Bosch, Director, SLED North America:

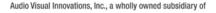
- Jay Bosch is the Director of SLED North America at AVI-SPL. Bosch's expertise, since 2006 lies in developing business and communications programs for Education, State & Local Government. He brings to the table more than 10 years of grant experience.
- Bosch is responsible for over \$200M in sales, training, vendor and channel relationships in his division. This includes regional events and tradeshows.
- He manages marketing campaigns, contract vehicles and helps clients utilize technology to work smarter. Examples include classroom, auditoriums, student unions, performing arts centers and sports complexes.

Cindy Turner: Manager, Public Sector Contracts:

 Cindy Turner manages all public sector contracts. Duties include contract renewals, reporting and modifications.

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# Experience with Government Sector

v. Describe Offeror's experience working with the government sector.

AVI-SPL has a long history of working with local, state, and federal government departments and agencies. Our experienced teams understand your need for secure solutions and procurement proposals and procedures.

Our government collaboration solutions include:

- Secure U.S. Federal Government projects
- <u>State and local government agency solutions</u>
- Emergency operations centers and command and control centers

AVI-SPL Response: https://avispl.com/solutions/government-solutions/

# Past Litigation

In January 2018, a company filed a claim in Texas alleging breach of contract for a project that was completed by a company we acquired before we had acquired them. The claim was dismissed with prejudice in December 2018.

# **Customer References**

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

# AVI-SPL Response:

### Kevin Schornhorst

Assistant Manager and Senior Systems Engineer Learning Environments Design Team Instructional Innovation & Technology Georgia State University 404-413-4323 / kschornhorst@gsu.edu

# **Robert Levitt**

Manager, Audio & Video Services Michigan Medicine Health Information Technology & Services <u>rlevitt@med.umich.edu</u> | Skype: robertlevitt Desk: (734) 615-6794 Mobile: (734) 474-9581

### **City of Safety Harbor**

010I-20-10015 City of Safety Harbor - Council Chamber Upgrades 750 Main St Safety Harbor FL 34695 Paul Cales Information Technology Manager City of Safety Harbor

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750 Main Street Safety Harbor, FL 34695 727-724-1555 ext. 1269 PCales@cityofsafetyharbor.com

### **City of Seminole**

010I-20-10083(S) City of Seminole RFP-19 Council Chambers Allison Broihier, CGFO Finance Director | City of Seminole 9199 113th Street N., Seminole, FL 33772 727.391.0204 Ext. 105 | 727.391.5458 Fax aBroihier@myseminole.com

### **Rice University**

Project: Jones Graduate School of Business Project Total: \$800K Contact: Troy Tabner, Asst. Director of Technology Phone: 713-348-6208 Email: troy.tabner@rice.edu

### St. Edward's University

Project: Fleck Hall, Munday Library, JBWS., Chapel, Baseball Audio Project Total: \$600K Contact: Jason Arellano, IT Admin Phone: 512-468-6738 Email: jarellano@stedwards.edu

# Louisiana State University (LSU)

Project: Patrick Taylor Hall Engineering Building Project Total: \$3M Contact: Chris Schwehm, IT Director Phone: 225-578-5262 Email: <u>chris@rsip.lsu.ed</u>

### Austin Community College

Project: Highland Campus Phase 2, Rio Grande Campus Renovations Project Total: \$8.6M Contact: Larry Fox, Senior AV Design Engineer Phone: 512-731-5252 Email:larry.fox@austincc.edu

### Stark County, OH

Brian Wadian Network Administrator Stark County Court of Common Pleas 115 Central Plaza North, Room 400

Canton, OH 44702-1405 Phone: 330-451-7702 BLWadian@starkcountyohio.gov

Lorain County, OH

Deborah Tansey Deputy Court Administrator Lorain County Common Pleas Court General Division P: 440.328.2171 F: 440.329.5230 dtansey@loraincounty.us Audio Visual Innovations, Inc., a wholly owned subsidiary of



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# **Additional Information**

# Corporate Overview Your Digital Workplace Services Partner

AVI-SPL is a digital workplace services provider that helps organizations around the world improve their team collaboration and business value. From offices in North America, Europe and the Middle East, and through a worldwide network of engineering resources, we deliver transformative solutions and services vital to the success of your organization.

We design, deploy, manage and support the systems and environments that empower meaningful communication and collaboration. Through this transformation, we help you improve workflows and the user experience while also easing the manageability of your technology solutions.

AVI-SPL works diligently to be a single, reliable resource for improving your organization's ability to communicate and collaborate. Through partnerships with highly regarded collaboration companies, construction firms, architects, and consultants, we design, build, integrate, manage and support solutions, systems, and experiences that deliver state-of-the-art communications and collaboration. No other company can match our ability to handle every aspect of your integration project, from understanding your goals to providing ongoing support. When you partner with AVI-SPL, you're working with:

### A Partner Working in Your Interests

- Experienced and financially stable technology contractor with a **global operational delivery model**.
- Providing innovative, award-winning solutions that are effective and aligned with your needs. Our solutions reflect the trends and technologies shaping professional collaboration and the workplace.

# A Knowledgeable Collaborator

- Most qualified team of engineers and technicians in the industry.
- In-house capabilities to design, install and manage complex audio, video, collaboration and communication technologies.
- Certified to implement collaboration solutions from industry leaders like Microsoft, Polycom, Cisco, and Crestron.
- The only company that can self-certify its engineers to trade standards set by AVIXA.

### **An Experienced Services Provider**

- Wide-ranging technical integration capabilities, construction experience, and engineering resources to support projects of any scale and in environments as varied as stadiums, boardrooms, hospitals, and classrooms. Our experience spans over 40 years. We support our clients through our Global Service Operations Centers, which provide 24/7 help desk support.
- **Expert engineering** with the highest per capita number of technical employees of any AV solutions provider.
- Award-winning conferencing services that include customizable room and device monitoring, cloudbased scheduling and management for meeting rooms and the technology enabling them, and analytics reports that provide actionable business intelligence.



We take your investment in collaborative solutions as seriously as you do. That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect and deserve.

Our diverse portfolio features extensive solutions in the corporate, education, and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers and education campuses. On most projects, we collaborate with architects, consultants, designers and end users like you.

AVI-SPL's expertise includes partnerships with the industry's top technology providers, highly skilled and certified technicians, and comprehensive support that is setting the standard in the collaboration industry.

The hallmark of AVI-SPL's success has been its ability to keep apace of the technology trends that drive the way businesses operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.

- 86% of Fortune 100 and 70% of Fortune 500 companies are AVI-SPL customers
- 120,000+ projects completed in 80 countries
- 12,000+ service contracts with 1,500 ticketed cases resolved each month
- 3,400+ employees in more than 57 offices across North America, Europe and the Middle East
- Partnerships with all the leading technology providers, so we can craft the right solution for every client



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# Contractor Profile

dontractor r rome				
Geographical area:	Headquartered in Tampa, FL with over 57	offices worldwide		
Average annual revenue	(FY 2015-2019): \$713.2 Million			
Typical project size:	\$100,000 to \$2,000,000			
Bank:	Webster Bank is our syndication banking p	artner		
Bonding limit:	\$40,000,000 single/\$80,000,000 aggregate			
5				
AVI-SPL, Inc.	Parent-company			
6301 Benjamin Road, Suite 101	Phone: 813-884-7168			
Tampa, FL 33634	Toll Free: 800-282-6733			
www.avispl.com	Fax: 813-882-9508			
www.dvispi.com	14.015.002.5500			
Audio Visual Innovations, Inc. (wh	nolly owned subsidiary of AVI-SPL, Inc.)	FEIN: 59-1958935		
Incorporated under the laws of Flo		Cage Code: 0D2N6		
Charter Number: 665782		DUNS: 03-729-3974		
charter Number: 003782		NAICS: 238210		
		SIC: 1731		
Signal Perfection, Ltd. (wholly own	and subsidiary of AVI SPI Inc.)	FEIN: 52-1760942		
• • • •				
Incorporated under the laws of Ma	aryland on February 03, 1992	Cage Code: OUUB9		
Charter Number: D03365921		DUNS: 78-733-3863		
		NAICS: 238210		
		SIC: 1731		
AVI CDI Conodo Ital (wholly own				
AVI-SPL Canada, Ltd. (wholly own	-	Business Number: 844489500		
Incorporated under the laws of Ca	nada on November 18, 2011	Charter Number: 2020725079		
AVI-SPL Limited (wholly owned su	heidiary of AVI-SPI Inc.)	VAT Number: 152 7478 93		
Incorporated under the laws of En	-	Charter Number: 08281689		
incorporated under the laws of En	giand and wales on way 11, 2012	Charter Number: 08281085		
AVI-SPI Deutschland GmbH (who	lly owned subsidiary of AVI-SPL Limited)	VAT Number: 045 228 68451		
Incorporated under the laws of Ge		Charter Number: 106509		
incorporated under the laws of de	initially on September 10, 2010	charter Number: 100509		
AVI-SPI Switzerland GmbH (wholl	y owned subsidiary of AVI-SPL Limited)	VAT Number: CHE-463.270.435		
	Charter Number: CHE-226.425.425			
Incorporated under the laws of Switzerland on June 7, 2017 Charter Number: CHE-226.425.425				
AVI-SPL Corp Singapore Pte. Ltd. (wholly owned subsidiary of AVI-SPL, Inc.) VAT Number: 201842656N				
Incorporated under the laws of Singapore on December 12, 2018 Charter Number: 201842656N				
AVI-SPL Hong Kong Pte. Limited (wholly owned subsidiary of AVI-SPL, Inc.) VAT Number: 23/70304315				
		Charter Number: 2788363		
Incorporated under the laws of Hong Kong on January 16, 2019 Charter Number: 2788363				

Parent company AVI-SPL, Inc. is privately held with majority ownership held by Marlin Equity Partners, a global investment firm with over \$6.7 billion of capital under management.





DUNS Number for AVI-SPL Holdings, Inc.: 82-687-2983

### **GSA Contract Schedules:**

GSA Schedule 58 (AV)	GSA Schedule 70 (IT)
Contract # GS-03F-0037M	Contract # GS-35F-027SS

Primary Construction Trade: Low-voltage Electrical; Audio-Visual Installation; Cable Pulling

### Majority Ownership: Marlin Equity Partners

### Officers:

John Zettel – Chief Executive Officer	Residence: Tampa, FL
Steve Palmer– Chief Financial Officer	Residence: Tampa, FL
John Murphy – Chief Operating Officer	Residence: Tampa, FL
Steve Benjamin – Executive Vice President	Residence: Tampa, FL

### Management Team:

John Zettel, Chief Executive Officer Steve Palmer, Chief Financial Officer John Murphy, Chief Operating Officer Steve Benjamin, Executive Vice President Dale Bottcher, Executive Vice President Tim Riek, Executive Vice President Learn more about our Management Team >

### **Current Operations:**

Bank References:	Webster Bank
	436 Slater Road
	New Britain, CT 06053
	Contact: Darija Musovski
	Phone: 212-806-4541
	Account: 0010962666

### **Credit References:**

Legrand AV	15 Volvo Drive
6436 City West Parkway	Rockleigh, NJ 07647
Eden Prairie, MN 55344	Contact: Rona Topiel
Contact: Mary Helman	P: (201) 767-3400 ext. 10312
P: (952) 225-6706	F: (201) 767-1904
E: Mary.Helman@milestone.com	E: rtopiel@crestron.com

Crestron Electronics, Inc.

Shure, Inc.

5800 W. Touhy Avenue Niles, IL 60714 Contact: Lita Wilburn E. <u>wilburn.lita@shure.com</u>

Harman Professional

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PO Box 4438 Church St. Station, NY 10261 Contact: Cindy Reeves P: (574) 294-8000 F: (719) 487-8329 E: <u>Cindy.Reeves@harman.com</u>

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# Leadership Team

### John Zettel

### **Chief Executive Officer**

As chief executive officer, John Zettel shapes the direction of AVI-SPL, its competitive nature, and its ability to provide communication solutions and managed services to all kinds of organizations. He works with the executive leadership to develop goals, short- and long-range objectives, plans, and policies for AVI-SPL. John joined AVI as chief financial officer in 2000, managing the financial position of the company and supervising contract operations. John proved integral in the expansion of legacy AVI through insight and due diligence.

### **Steve Palmer**

### **Chief Financial Officer**

Steve Palmer has the high level of character, respect, and integrity that AVI-SPL thrives on in its collaborative environment. He brings an invaluable combination of strong finance/accounting knowledge, significant involvement in M&A activity, and experience implementing new financial systems (e.g. ERP) to support our company infrastructure.

### John Murphy

#### **Chief Operating Officer**

John Murphy's ability to develop and execute strategies and business models will create advantages for global clients and their new, innovative workplaces. John was most recently with renowned real estate firm CBRE as COO of the organization's Global Workplace Solutions Division. Prior to CBRE, John spent 16 years with Johnson Controls, Inc. in various global senior leadership positions, including overseeing the market-leading building automation systems and HVAC installation and services business, and serving as Group President of the \$4 billion Global Workplace Solutions business, which operated across 50 countries.

### **Steve Benjamin**

### **Executive Vice President**

Steve Benjamin joined legacy AVI in 1997. In his leadership role as executive vice president for AVI-SPL, Steve is responsible for contract management and negotiation, departmental financial oversight, production-related issues, real estate and insurance transactions, and corporate special projects.

### **Dale Bottcher**

### **Executive Vice President, Sales & Marketing**

Dale Bottcher has helped AV and IT technology managers realize their visions in all varieties of applications and environments – from large-scale training centers to flexible huddle rooms. Dale is passionate about customer relationship building, working closely with his teams to address clients' complex video communications needs and to deliver solutions under budget and on schedule.

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# **Certifications & Training**

Because AVI-SPL is committed to providing our clients with the highest level of service, we've established performance standards that reach beyond those of industry organizations. Before granting increased responsibilities to our technical staff, we enroll them in courses that ensure they have the skills to support your project.

AVI-SPL coursework includes AVIXA certifications such as CTS, CTS-I, and CTS-D, and technology-specific training from suppliers. Topics of study include digital signal processing, video conferencing, control systems, data networking, cloud collaboration, and many others that are essential to creating the systems that benefit organizations of all types.

All project managers have earned certifications based on Project Management Institute (PMI) standards. Our design engineers must be certified with a minimum of a CTS-D, and most have a BSEE degree. Programmers must be trained and certified by AMX or Crestron or both to obtain the position of senior programmer.

Our staff are continually receiving education from industry and manufacturer partners. We provide career ladders and advancement incentives, and we're happy to say that our employees are constantly growing, thriving, and advancing within AVI-SPL. With our teams at your call, you receive the benefit of certified staff who will deliver the best possible solution to your collaboration needs.

Our standards conform to the following trade and regulatory bodies:

- AQAV
- OSHA-Occupational Safety and Health Administration
- NFPA-National Fire Protection Agency
- NEC-National Electrical Code
- UL-Underwriters Lab
- AIA-American Institute of Architects
- CSI-Construction Specifications Institute
- AGC-Associated General Contractors
- SEI-Structural Engineering Institute
- GPN Certified Agent and Resale Host
- Express Foundation

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# Strategic Technology Partners

AVI-SPL has long-term relationships with the top manufacturers in the AV and collaboration industry. The volume of our work empowers us to choose the best manufacturers based on their product quality and customer service. Some of our preferred partners include:



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# **Corporate Certifications**

We are authorized resellers of all products we sell. Our Preferred Partner Program ensures that we receive the best pricing, priority inventory, reduced shipping cost, and expedited warranty service. These benefits are passed on to you as an AVI-SPL customer.

A sampling of our manufacturers and certifications:

- AMX
- AVIXA
  - AV Provider of Excellence (APEx)
- Barco
- Biamp
- Bosch Security
  - Praesideo
    - Surveillance
    - Access Control
    - Network Video Recording
  - C3 Accredited Employer
- Chief

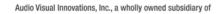
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- Cisco Premier Certified Partner
  - Cloud and Managed Services Premier Partner (CMSP)
  - Video and TelePresence as a Services (TPaaS)
  - TelePresence Video Master Partner ATP
  - Video Advanced Satellite Partner (Canada)
  - Video Advanced and Select Partner (U.K.)
  - o Commercial Team Advisory Board for Collaboration
  - Advanced Collaboration Architecture Specialization
  - Express Foundation Specialization
  - o Small and Midsize Business Specialization (Canada and U.K.)
- ClearOne
- Crestron
  - o Elite Platinum Partner
  - Enterprise Alliance
- Crown
- Extron
- Kramer
- Microsoft
  - Gold Partner: Surface
  - Cloud Productivity Partner: Silver
- National Systems Contractor Association
  - o Tier 4
- NEC
- Poly
  - Polycom Platinum Solution Advisor
- QSC
- Shure
- SMART
  - Platinum Service Partner
- Soundweb London
- Yamaha

# **Employee Certifications**

Our employees hold a wide range of certifications from industry and manufacturer partners. A highlight of these certifications is listed here. If you require a certification not listed here, or further documentation, we will provide it to you upon request.

- AMX
  - ACE Certified (Expert: Integration, Digital Signage, Programming, Installation, Design, RMS) 0
- Audinate
  - 0 Dante Certification Level 1
  - Dante Certification Level 2 0
- AVIXA following shows number of type of certification
  - 609 CTS 0
  - 0 60 - CTS-D
  - 113 CTS-I 0
  - 28 (CTS-D and CTS-I) 0
- Barco
  - Barco Certified Specialist -Transform-N 0
- Biamp
  - Vocia 0
  - 0 Audia
  - 0 Tesira, TesiraFORTE, TesiraSERVER, TesiraLUX
- Cisco
  - Certified Design Associate (CCDA)
  - Certified Design Professional (CCDP)
  - Certified Network Professional (CCNP), CCNP Voice (CCNP-V) 0
  - Sales Expert 0
- ClearOne
  - **Technical Specialist** 0
- CompTIA
  - CompTIA IT Fundamentals
  - CompTIA Net+ 0
  - CompTIA A+ 0
  - CompTIA Security+ 0
- Crestron
  - Master Programmer 0
    - Certified Crestron Programmer (CCP, Silver, and Gold)
    - Crestron SIMPL# and SIMPL#Pro Certification
  - Master Technology Architect 0
  - Digital Media Networking Certification (M-NVX) 0
  - DM Certified Designer-4K (DMC-D-4K) 0
  - DM Certified Engineer 4K (DMC-E-4K 0
  - NVX 0
- Extron
  - XTP Systems
  - **Certified Programmer** 0





employees, followed by



- ITIL
  - V4
  - IT Expert
- ISF Imaging Science Foundation
  - Commercial Certification (ISF-C)
- LEED
  - o Advanced Professional
- Microsoft
  - Certified Systems Engineer
  - o Certified Systems Administrator
  - Certified Professional
  - o Surface Hub Installation, Configuration, Technical Support, and Sales
- OSHA
  - o 10 & 30-Hour Safety
- Pexip
  - Certified Technology Expert
  - Project Management Institute
  - o PMP
- Polycom
  - o PCVE
- QSC
  - Q-SYS Level 1
  - o Q-SYS Level 2
- Shure
  - Shure Systems Integration Certification Level 1
  - Shure Systems Integration Certification Level 2
- SIP School
  - SSCA SIP School Certified Associate (Voice over IP)

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# **Office Locations**

# Arizona

Phoenix 9105 E Del Camino Drive, Suite 100, Scottsdale, AZ 85258, Phone: (480) 588-3511 Tucson 3497 N Campbell Avenue #705, Tucson, AZ 85719, Phone: (520) 918-0155

## California

 Berkeley

 904 Pardee Street, Berkeley, CA 94710, Phone: (510) 652-5030

 Los Angeles

 10775 Business Center Drive, Suite 150, Cypress, CA 90630, Phone: (714) 799-7166

 Sacramento

 9332 Tech Center Drive, Suite 200, Sacramento, CA 95826, Phone: (916) 438-5400

 San Diego

 5735 Kearny Villa Road, Suite 114, San Diego, CA 92123, Phone: (858) 277-1751

 San Francisco

 4255 Hopyard Road, Suite 1, Pleasanton, CA 94588, Phone: (925) 404-0440

 Silicon Valley

 47400 Seabridge Drive, Fremont, CA 94538, Phone: (510) 344-5618

## Colorado

Denver 7367 S. Revere Parkway, Unit 2B, Centennial, CO 80112, Phone: (303) 792-3090 Westminster 10055 Westmoor Dr., Building 1, Suite 200, Westminster, CO 80020

## Florida

AVI-SPL Global Headquarters Tampa 6301 Benjamin Road, Suite 101, Tampa, FL 33634, Phone: (813) 884-7168 Ft. Lauderdale 772 S. Military Trail, Deerfield Beach, FL 33442, Phone: (954) 938-9382 Jacksonville 9143 Philips Hwy, Suite 350, Jacksonville, FL 32256, Phone: (904) 281-2714 Orlando 337 Northlake Blvd., Suite 1004, Altamonte Springs, FL 32701, Phone: (407) 786-5000

#### Georgia

Atlanta 3079 Premiere Parkway, Suite 170, Duluth, GA 30096, Phone: (678) 542-2201

#### Illinois

Largest AV Integrator in North America

## **Chicago**

2266 Palmer Drive, Schaumburg, IL 60173, Phone: (847) 437-7712

## Massachusetts

#### **Boston**

101 Billerica Ave., Building 6, North Billerica, MA 01862, Phone: (866) 296-0418

## Maryland

Columbia

9160 Rumsey Road, Suite B-12, Columbia, MD 21045, Phone: (410) 964-8100

## Michigan

Detroit 28900 Beck Road, Wixom, MI 48393, Phone: (248) 669-4286 Grand Rapids 160-162 E 19th St., Suite A, Holland, MI 49423, Phone: (866) 843-0536

## Minnesota

<u>St. Paul</u> 2730 Arthur Street, Roseville, MN 55113, Phone: (651) 287-7000

## Nebraska

Omaha 10351 Portal Rd., Omaha, NE 68128, Phone: (402) 509-3989

## New Hampshire

<u>Nashua</u> 9 Trafalgar Square, Suite 140, Nashua, NH 03063

## **New Mexico**

<u>Albuquerque</u> 6701 Edith Blvd NE Unit A, Albuquerque, NM 87113, Phone: (505) 349-4744

## **New York**

<u>New York</u> 205A Chubb Avenue, Lyndhurst, NJ 07071, Phone: (718) 806-4040

## North Carolina

<u>Charlotte</u> 8301 Arrowridge Blvd, Suite B, Charlotte, NC 28273, Phone: (704) 523-5886 <u>Durham</u> 4018 Patriot Drive, Suite 150, Durham, NC 27703, Phone: (919) 806-1009 <u>Greensboro</u>

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4524 Green Point Drive, Suite 104, Greensboro, NC 27410, Phone: (336) 605-4760

#### Ohio

<u>Cleveland</u> 335 Ken Mar Industrial Parkway, Broadview Heights, OH 44147 Phone: (440) 740-0630 <u>Dayton</u> 761 Crossroads Court, Vandalia, OH 45377, Phone: (937) 847-5558

## Pennsylvania

Philadelphia
2550 Eisenhower Ave, Suite A200, Audubon, PA 19403, Phone: (610) 270-1545
Pittsburgh
207 Commerce Park Drive, Cranberry Township, PA 16066, Phone: (724) 776-3877

#### Tennessee

Memphis 3860 Forest Hill Irene Rd, Suite 101, Memphis, TN 38125, Phone: (901) 866-1474 <u>Nashville</u> 1550 W McEwen Dr., Suite 300, Franklin, TN 37067, Phone: (888) 290-8264

#### Texas

Austin 11100 Metric Boulevard, Suite 500, Austin, TX 78758, Phone: (512) 280-3710 Dallas 13859 Diplomat Drive, Suite 180, Dallas, TX 75234, Phone: (972) 243-4422 Houston 4333 W Sam Houston Pkwy N, Suite 150, Houston, TX 77043, Phone: (281) 902-3933

## Utah

## Salt Lake City 7763 Allen St., Midvale, UT 84047, Phone: (385) 202-0789

## Virginia

Richmond 12820 West Creek Parkway, Richmond, VA 23238, Phone: (800) 726-9843 Virginia Beach 230 Clearfield Avenue, Suite 103, Virginia Beach, VA 23462, Phone: (757) 671-7478 Washington, D.C. 540 Huntmar Park Dr, Suite B, Herndon, VA 20170, Phone: (703) 796-9011

## Washington

#### <u>Seattle</u>

21312 30th Drive SE, Suite 102, Bothell, WA 98021, Phone: (425) 861-5564

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#### Wisconsin

Milwaukee 11734 W. Park Place, Milwaukee, WI 53224

#### **International Office Locations**

## Canada

Calgary Bay 3 – 5030 13 Street SE, Calgary, Alberta T2G 5M9, Phone: (403) 255-4123 **Edmonton** 10548 – 106 Street NW, Edmonton, Alberta T5H 2X6, Phone: (780) 944-0815 Halifax 50 Eileen Stubbs Ave., Unit 104, Dartmouth, NS B3B 0M7, Phone: (902) 492-7661 Montreal 601 Rue McCaffrey, Saint-Laurent, QC H4T 1N3, Phone: (514) 228-1350 Ottawa 883 Boyd Ave, Suite 200, Ottawa, ON K2A 2E2, Phone: (613) 714-1100 Saskatoon #2 – 219 Wheeler Street, Saskatoon, SK S7P 0A4, Phone: (306) 244-2166 Toronto 35, East Beaver Creek Rd., Unit 1, Richmond Hill, ON L4B 1B3, Phone: (905) 695-2202 Vancouver 8555 Commerce Court, Burnaby, BC V5A 4N4, Phone: (604) 877-1400

#### Germany

<u>Frankfurt</u> Im Gefierth 11, 63303 Dreieich, Germany, Phone: +49 6103 4857-0

#### **United Arab Emirates**

#### <u>Dubai</u>

FNC Compound, DIP 2, Bldg. 8, Unit 1 - Makani No. 18839 62382, Dubai Investment Park, 21000 United Arab Emirates, Phone: +971.4.810.8100

#### United Kingdom

London Armstrong Mall, Unit 12, Farnborough, Hants GU14 ONR, Phone: 0800 181 4425

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# **Client List**

We value our clients' trust and strive to earn it at every level of service.



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# **Exclusive Programs**

# **Self-Service Customer Purchasing Portals**

AVI-SPL provides custom-branded, secure purchasing portals for our key accounts. Our team will customize your password-protected portal based on your specific business needs.

Self-service portals include

- Place, track, and change orders
- Create document libraries
- Create and save technology standards or room templates

Custom purchasing tools to:

- Upload and submit purchase orders
- Pay by credit card or purchase order
- Place tax-exempt orders directly from the custom catalog
- See order history
- Track spending

We also support punchout and hosted catalogs to centralize your company's purchasing and invoicing. Our custom catalogs integrate with major e-procurement portals, including Ariba, SciQuest, Perfect Commerce, SAP and more.

# AVI-SPL in the Community

# **Minority Business Enterprise (MBE) Outreach**

AVI-SPL recognizes the need for diversity through maximizing MBE participation in all areas of our business operations. AVI-SPL's Corporate Diversity Policy includes MBE outreach as well as financial support protocols. AVI-SPL has identified a process to represent our Good Faith Effort to meet the MBE requirements set for our clients and our partners.

To reach these goals, we partner with associations that support MBE including:

- Professional Women in Construction (By State)
- Minority Supplier Development Council
- Association of Minority Contractors (By State)
- Division of Minority and Women's Business Development (By State)
- Equal Opportunity Review Commission (By State or City)

The minority firms we partner with can provide services and integration solutions. However, many of these firms lack the credit history that would allow them to bid on portions of the work that we do. They do not have the financial capacity to wait 30 to 60 days required for normal payment on large or continuous projects or opportunities.

In support of these partners, we offer:





- A lenient bonding position for MBE firms
- Assistance in payment terms
- Assistance in the accounts payable and purchasing areas

## Sustainability – AVI-SPL Hardware Recycling Program

It's increasingly important for companies to consider their environmental impact and how to provide better value to shareholders, employees, and customers by integrating sustainable solutions into their business practices. With a focus on the new triple bottom line – people, planet, and profit – more businesses are seeking sustainable options for their business processes, including e-waste management, to minimize their legal exposure.

By following LEED standards, corporations can drastically reduce costs, save energy and generate carbon credits. We care about environmental sustainability, and we consistently collaborate with our manufacturers, consultants and associations to ensure that our customers benefit from green standards.

AVI-SPL is proud to partner with eSmart Recycling, which recycles computers, electronics, and IT equipment in order to fund tech labs for children who do not have access to technology.

AVI-SPL has long been committed to going green. AVI-SPL piloted formal sustainability plans in key offices and then rolled out customized plans based on geographic location, building type, as well as size and activity of staff. As part of our corporate goal of focusing on the community, AVI-SPL offers sustainable solutions to reduce environmental impact.

Our corporate sustainability program includes:

- Equipment Recycling Program: Fabrication waste recycling, disposal, and recycling of obsolete equipment, projector lamp recycling.
- LEED Green AP Accredited Professionals: Assisting clients with the specification of sustainable technology to meet LEED certified building standards.
- Internal Sustainability Programs: Waste management and recycling, energy management and building controls, internal IT technology recycling/refurbishment.
- Video Conferencing Solutions: Solutions that result in less travel, increased productivity, improved collaboration, and a smaller carbon footprint.

In partnership with **SEER** (Secure Environmental Electronics Recycling), we are proud to offer a program to responsibly recycle your company's old or obsolete audiovisual technology, providing your organization peace of mind through risk mitigation. SEER is one of the world's leading information technology asset disposition companies. They focus exclusively on eliminating the risks surrounding data security, compliance and environmental impact, while maximizing value recovery IT asset investment for businesses around the world.

#### **Responsibly Recycling Your Technology Hardware**

Improperly disposing of PCs, monitors and other hardware leaks toxic metals into the soil and contaminates water supplies. This can cost millions of dollars in fines, cleanup costs, and bad publicity. Storing equipment that will never be used again, often at great expense, is not an efficient option for most organizations.

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SEER is an efficient and responsible solution with its environmentally friendly asset recovery. Equipment that is capable of being upgraded or repaired is restored and sold. Computers, monitors, terminals, printed circuit boards, telephones equipment, TVs, VCRs, and communication systems that are unusable are de-manufactured at a SEER facility. Components of value are sold and batteries, circuit boards, CRTs and mercury switches are sent to permitted facilities for metal recovery.

## **Volunteer Initiatives**

Since its founding, AVI-SPL has been committed to making a difference in the communities where we live and

work, through both volunteer work and corporate donations. The AVI-SPL Community Relations Board meets on a monthly basis to share ideas about potential activities, generate strategic plans to maximize company effort and involvement and review incoming requests from within and outside of our organization to better our community. Some of the Community Relations Board outreach initiatives throughout the year include organizing food, clothing, toy and blood drives to support local charities, and assembling teams to work on Habitat for Humanity builds and food packaging events.



With support from AVI-SPL's executive management team, the AVI-SPL Employee Emergency Relief Fund was established as an independent non-profit organization; donations and distributions are tax deductible and tax; independent charter, board, and financials. Employees also donate PTO to a central pool for fellow employees to use in an emergency.

# Associations

To remain an industry-leading provider, AVI-SPL is a member of multiple trade groups and associations:

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i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

## **Large Venues and Auditoriums**

We design, build, and support solutions that meet the requirements of large-scale or engineeringintensive AV integration projects across a wide range of environments. We have the experience and leadership needed to work with the different trades on a job site so that our engineers can complete their work quickly and correctly.

#### **Notable Qualifications**

- NSCA Advanced Sound Design
- Track record of delivering solutions in complex environments

## **Network Operations Centers**

AVI-SPL integrates video technology into mission-critical facilities for industries like aerospace, military, telecommunications, financial institutions, oil and gas, various utilities, federal, state, and local governments and transportation. Our Control Room Group's whole-room approach takes into account sight lines, ergonomics, lighting, and types of information being monitored to create the right solution, within an environment that enables operators to make timely decisions based on accurate, clearly presented information.

#### **Notable Qualifications**

- Dedicated team of 50+ with certifications that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance
- Manufacturer training in control system applications
- Actively service hundreds of control room installations across all vertical markets through 24/7/365 CRG help desk

## **Advanced Visualization and Simulation**

Our advanced visualization and simulation solutions immerse learners in a safe, shared virtual environments that generate detailed renderings of concepts and engineering diagrams for virtual-reality testing environments, high-definition exploration, training simulation, data visualization, product development, and model manipulation.

#### **Notable Qualifications**

- Dedicated team that focuses on what your organization wants to accomplish
- 50+ highly trained, highly skilled people with credentials that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance, as well as specialty manufacturer training in visualization applications



## TAB 5:

• Wide range of products and expertise for multi-channel display and computer solutions to achieve highfidelity images on virtually any screen shape. Our team helped create the largest medical school simulation practice in the U.S.

## **Studio and Broadcast**

Whether you are developing your first in-house studio, looking for an enterprise video strategy, or are a veteran of the broadcasting industry, AVI-SPL can create a state-of-the-art broadcast and studio facility or develop and produce branded communications for your organization, and that empowers you to reach a generation raised on YouTube and social media.

#### **Notable Qualifications**

- AVI-SPL company VideoLink specializes in live TV production and branded content 8,000 TV interviews a year.
- Remote or on-site management of studio technology, including full-time on-site production support.
- HD and 4K live broadcast and post-production. Deep expertise in transmission.
- Patented ReadyCam Studio enables users to deploy and scale a remotely controlled, customized corporate video network that delivers low-latency, high-definition video anywhere in the world so you can respond to live TV requests and distribute executive communications.

# **Services & Support**

Trust our expert teams to manage and support your systems while you focus on your core business. Our staff is certified in all popular collaboration applications. Additionally, many hold networking, ITIL, and other IT certifications.

From four 24/7 Global Service Operations Centers ("GSOCs"), or staff located at your site, we monitor and manage your digital workplace AV and UCC systems. Our expertise and scale are evident in:

- 980,000 conferences monitored each year
- 94% customer satisfaction rating
- ITIL-certified professionals
- Support client video network operations in 75 countries

Our company is here to support you and your organization, and our work doesn't end when the install is complete. All of our installations are supported by our workmanship warranty, and we offer a variety of services to maximize your ROI. We can provide entirely remote support, entirely on-site support, or a combination of both to best meet your needs.

For organizations of all sizes, we make it easy to adopt new solutions and unlock your business value. Through our services, your IT team will find it easy to oversee, service, and track data from company assets. Users will have standardized systems that are easy to use and that will work for them so they can focus on their objectives.



Technology deployments are tailored to each client, utilizing a combination of Professional Services, Global Support and Maintenance, On-site Managed Services, and Symphony. Rather than implementing a one-size-fits-all service plan, we will develop a solution that works for your organization's unique needs

Our teams are the best in the industry, and we work hard to keep them that way. Our support staff are continually receiving education from industry and manufacturer partners. We provide career ladders and advancement incentives, and we're happy to say that our employees are constantly growing, thriving, and advancing within AVI-SPL. With our support teams, you receive the benefit of certified staff who are up to date on the latest technologies – enabling your end users to leverage the benefits of collaboration technologies.

Every year, our GSOCs:

- Close over 30,000 cases
- Answer over 40,000 calls
- Provide more than 20,000 support visits

## **Professional Services**

AVI-SPL has provided comprehensive audio visual solutions for most of the world's largest companies and architectural firms, including AT&T, Digital Equipment Corporation, Oracle, NASA, and HOK. We provide design, engineering, installation, and training, and have an impressive track record for supplying quality products in a timely and professional manner. We collaborate with architects, various creative specialists and your in-house teams to design systems. Once the new technology is installed, we provide you with comprehensive training and reference materials.

We take the time to understand the way your organization works and recommend a systems design or solutions set to benefit your teams. PMP- and industry-certified engineers lead your project with:

- Assessment and benchmarking
- Collaboration program design
- Systems engineering
- Implementation planning and logistics
- Training and adoption programs

## Pro AV Design/Build/Engineering

We specialize in the design, installation, and service of professional communications solutions, (including networks and structured cabling) across industries: broadcast; entertainment; telecommunications; transportation; utility; financial; medical; education; and military and municipal government.

Our system design and engineering include:

- Network readiness assessment
- Assessment and benchmarking
- Hardware and software recommendation/ specification
- System and network architecture design



#### **Managed Implementation**

AVI-SPL assigns a Project Manager and Project Engineer to your project. These trained personnel:

- Confer with key customer contacts after orders are received
- Explain the implementation process and system requirements for each product to be integrated
- Work with the customer to create a timeline and assign task responsibilities to the project plan
- Meet with customer IT, networking and operational support contacts to prepare for the installation
- Schedule installers and supervise the installation, configuration and testing of equipment

## **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.

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

## Service Levels Available:

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

#### **Essential (Time & Materials)**

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

Billable Offerings:

- Remote Help Desk, 24x7Specialist Remote Support
- Onsite Technical Dispatch
- Parts Repair and Replacement



# TAB 5:

## 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.

#### Elite

- Unlimited on-site technical dispatch.
- 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



#### 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.

#### **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.

## **Loaner Equipment**

We reduce downtime by keeping rooms fully functional while a final repair is executed. We provide a functionally equivalent piece of equipment.

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

## **Consumable Replacement**

Proper maintenance is essential to ensuring equipment reaches it 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



# TAB 5:

## **On-Site Managed Services**

As you expand your technology collaboration estate and adoption and usage becomes a must for return on investment, you may find you require in-house technical resources. However, understanding what you need, what skill set is required, and how to find the resources can be outside of your expertise. The added responsibility of job growth and training can also create undo pressures on your organization or departments. AVI-SPL On-site Managed Services (herein referred to as OMS) allows you to have the full-time resource without taking on the full-time responsibility, with the added benefit of OMS resources being supported by the #1 integrator and four GSOCs.

Understanding that every organization is unique, we will custom design all managed services deployments to ensure your needs are fully met.

Managed services can include, but are not limited to:

- Meeting Support
- Break/Fix Support
- Concierge Services
- Proactive Maintenance
- System Administration and Management

## **Common Staff Roles Deployed:**

#### **On-site Meeting Support Professional**

- Setup and teardown of all scheduled on-site meetings
- Daily system checks to ensure equipment and room functionality
- Escalate when required to Service Provider
- Remote testing for local and regional offices
- "White glove" level of customer support to all clients
- Ensure all AV spaces are presentable for use

#### **On-site Maintenance Technician**

- Preventative maintenance to ensure equipment and room is ready for use
- Defective/failed equipment identification and incident management/ownership
- Cooperate with client and AVI-SPL support teams to provide remediation
- Interface to manufacturers, developers, engineers and project managers
- Remote troubleshooting for local and regional offices
- Reporting and adherence to service levels agreements

#### **On-site Management**

- Manage all AVI-SPL on-site personnel
- Ensure proper maintenance of AV/VTC real estate
- Ensure proper meeting and event support
- Interface with customer stakeholders at all levels



# TAB 5:

• Support reporting and analytics as needed to drive Continuous Service Improvement, improved end user satisfaction, and maximize customer's return on investment

Need something specific? Let us know and we'll work with you to customize the offering.

# **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.



# **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's needs.

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Repeated 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 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<sup>®</sup> user experience management application
- Virtual Meeting Room, a self-service video collaboration solution



# **Enterprise Video Production and Creative Services**

AVI-SPL VideoLink service puts our 25 years of experience in live TV and corporate video services at your fingertips, helping your organization utilize the power of video. We provide specialized account management, high-quality video technology, and a dedicated creative video team from our partner organizations. We facilitate the delivery of exceptional video production services that will help your businesses compete in the new media economy.

## VideoLink ReadyCam Studio

The VideoLink ReadyCam studio is an all-inclusive video studio equipped with an HD camera, professional quality audio and lighting, electronic backdrop with message refresh capability, recording options, and IP-based transmission, which can transmit live video, webcasts, and video conferences over the internet to anywhere in the world. The studio's design allows companies to quickly respond to requests for simple, one-to-three-person on-camera video productions. The studio is remotely controlled by AVI-SPL VideoLink professionals for live on-air TV interviews, eliminating the need for on-site video crews. When used for video recording only, the studio can be operated by your in-house team or by AVI-SPL VideoLink personnel upon request. You can also remotely operate the studio using the VLGateway<sup>™</sup> web-based interface and a remote receive station.

#### Features of VideoLink ReadyCam

- Quick-turn, branded content
- HD 16:9 or 4K format video
- Professional lighting and audio quality
- Customizable electronic backdrop
- Enhanced IP for video delivery
- Compatibility with your streaming platform



## The Value of VideoLink ReadyCam

- Convenient: The 'always on' studio gives your executives, faculty, and other thought leaders the ability to quickly and easily contribute to broadcast or cable TV news programming, participate in live corporate video events, or record ad-hoc video communications.
- Efficient: Quickly record single-camera (teleprompter supported) videos for various internal and external communications needs, such as video blogs, training videos, financial market updates and executive messaging. Production of quality video needs little professional expertise and lighting/set set-up or take-down is eliminated.
- Significant cost savings: Remote control feature operates and records your video at a significant cost savings over using a traditional video crew. Creative content development options are also available.
- Flexible: Your video stays on brand across live broadcasts, corporate announcements and streaming events.



# **Quality Assurance Commitment**

AVI-SPL is committed to ensuring your satisfaction through quality products, design, integration, and exceptional service. Our project managers, engineers, and technicians are all trained to adhere to high standards. For larger projects, we assign a program manager who is accountable for the quality assurance and success of your project.

To ensure your project meets our high standards, we have developed an internal quality process based on recognized objectives:

- Assess business processes and **propose** and **steer** a sustainable communications plan.
- Apply best practices to engineering end-to-end solutions tailored to customer need and environment.
- Build and test new systems at our fabrication facilities for on-time delivery and integration at customer site under guidance of experienced project management team.
- Accelerate return on investment by fostering end-user adoption through training and documentation library.
- Ensure value with 24/7 help desk support, MSOC services, managed services and strategic on-site solutions.

We begin each project by taking the time to understand the needs of our clients. We then tailor our quality management oversight to meet those needs. Our program manager has the ultimate responsibility for quality management during the project.

Quality management has equal priority with deliverable execution, schedule management and cost control. We establish processes and procedures necessary to provide cost-effective services that are fully acceptable to our clients.

For larger projects, AVI-SPL follows processes of ensuring the project teams have the communication tools and processes to ensure a successful project for all.

Our Innovation Council has taken the lead in preparing a set of guidelines and templates for our sales team to work with so that you receive a clearly defined set of processes that will guide our work on your behalf.



# **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.



# TAB 5:

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
- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Items
- Provide other submittals as required

- 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

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



# TAB 5:

- 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.

## 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

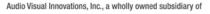
During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers 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

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 on-site 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.

# **Sample MSOC Design & Implementation Process**

The AVI-SPL design and implementation methodology for Managed Services has four phases:

#### Phase 1: Requirements, Assessment & Design

- Determine method and design for GSOC network management, monitoring and security access.
- Initiate project plan to establish network access and security policies according to mutually agreed specifications.

#### Phase 2: Development, Readiness & Training

- Gather client-specific room, contact, and equipment details as well as process flow for audio, web, and desktop support.
- Enable necessary components in AVI-SPL's environment such as ACD, network and client systems, and toolsets.
- Train Reservations, Help Desk, Operations and Engineering teams on client processes and procedures.

#### Phase 3: Service Delivery & On-Boarding

- Complete GSOC and client IT network and systems integration tasks
- Perform room certification and acceptance testing
- Complete all necessary database updates





- Assist with creation and distribution of communication campaign to client users and administrators
- Propose Go Live cut-over plan

#### Phase 4: Ongoing Support

- End-user scheduling process
- End-user issue resolution process
- Monthly Performance Overview and Reporting

AVI-SPL has templates developed, that can be customized, for the following items:

- Room Profile
- Site Certification
- On-Boarding Checklist
- Reservation Request
- MACD of Sites/Inventory
- Reservation Confirmation
- Outage Notification
- Reason for Outage (RFO)

## **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.

## Appendix C

## ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

## ACKNOWLEDGMENT AND ACCEPTANCE

#### **OF REGION 4 ESC's OPEN RECORDS POLICY**

#### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- Х We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information, Act.)

12/08/2020

, Steve Benjamin, EVP

Authorized Signature & Title

Date

Appendix C, Doc #2

## ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005) Attorney General Form

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;
- In connection with this proposal, 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 proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

Company		Contact	
	Audio Visual Innovations, Inc	e e	Signature
	6201 Papiamin Paad Sta 10	4	Printed Name
Address	6301 Benjamin Road, Ste 10	1	Position with Company
	Tampa, FL 33634	Official	A
		Authorizing Proposal	N
		•	Signature
			Steve Benjamin
			Printed Name
Phone	(813) 884-7168		Executive Vice President
Fax	(813) 882-9508		Position with Company

Appendix C, DOC # 3

#### Implementation of House Bill 1295

#### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

## Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

## **Electronic Filing Application:**

https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

#### **Frequently Asked Questions:**

https://www.ethics.state.tx.us/resources/FAQs/FAQ Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

#### **Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Steve Benjamin	á	as	an	authorized
representative of				
Audio Visual Innovations, Inc.			а	contractor

engaged by

Insert Name of Company

<u>Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092</u>, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

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

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

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

12/08/2020

Signature of Named Authorized Company Representative

Date

Dregion 4°

**Bid Tab Summary** 

# RFP # 20-12 Audio Visual Equipment, Accessories Services

Description	Total Weighted Value	Video Hi-Tech Corp. d/b/a Adwar Video	Audio Visual Innovations, Inc.	B&H Foto and Electronics DBA B&H	Best Buy Stores, L.P.
Products/Pricing	40	30	35	34	32
Performance Capability	25	15	24	24	27
Qualification & Experience	25	12	16	16	18
Value Add	10	6	7	7	8
Total	100	63	82	81	85

It is recommended that the following contract award be made:

Contract

Audio Visual Equipment, Accessories & Services

Award

Audio Visual Innovations, Inc. B&H Foto and Electronics DBA B&H Best Buy Stores, L.P.



### 7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 www.esc4.net

### NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 20-12

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")

for

Audio Visual Equipment, Accessories and Service

SUBMITTAL DEADLINE: Tuesday, December 15, 2020 @ 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Audio Visual Equipment, Accessories and Services 20-12 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

- <u>Submittal Deadline</u>: The submittal deadline for this RFP is hereby changed from Thursday, December 10, 2020 @ 10:00 AM CST and extended as indicated below and above:
  - > Tuesday, December 15, 2020 @ 10:00 AM CST

### 2) <u>Questions Deadline:</u>

Submission for questions deadline is hereby changed from December 11, 2020 and extended to December 2, 2020

### 3) <u>APPENDIX E – Market Basket</u>:

The market basket is hereby replaced in its entirety. Please see separate excel file name; RFP # 20-12\_Audio Visual\_Market Basket

All other details remain unchanged.

### **RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name

Contact Person \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Crystal Wallace Region 4 Education Service Center Business Operations Specialist

Dregion 4°

### 7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708 www.esc4.net

### NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 20-12

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC") for

Audio Visual Equipment, Accessories and Service

### SUBMITTAL DEADLINE: Tuesday, December 15, 2020 @ 10:00 AM CST

This Addendum No. 2 amends the Request for Proposals (RFP) for Audio Visual Equipment, Accessories and Services 20-12 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to address the following:

### 1) **Questions Deadline:**

Submission for questions deadline is hereby changed from *December 1, 2020* and extended to December 2, 2020

### **RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name

Contact Person \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Crystal Wallace Region 4 Education Service Center Business Operations Specialist

### RFP # 20-12 Audio Visual Equipment, Accessories & Services Q&A

1. Are you looking for a catalog of equipment with pricing? Is this a Co-op?

### Please refer to pg. 3, Section I; Scope of Work

2. Will you accept email submissions instead due to COVID?

No, however more information will be provided during the Preproposal conference

3. We do not do commercial business in New Jersey. Are we required to fill out any of the forms related to New Jersey with regards to the above solicitation?

### No, however please indicate as such on the bottom page of Exhibit G

4. Can you tell me if installation is required on this bid? It is difficult to quote installation on items if I can't see the environment or have a set of standards.

### Please refer to the Services tab in the Market Basket

5. Are Interactive Displays (ex: Smartboards) an acceptable product type for this contract?

### Yes, but not solely

6. May we respond to this bid as the Manufacturer, and if awarded, may we list multiple Authorized Vendors [Resellers] to sell through this contract?

### Yes

7. Are we required to bid on services, such as install, or is this optional?

### Not a requirement

8. I was unable to attend the pre-proposal conference. Can you please advise on the revised instructions for responses (due to Covid-19)?

### Proposal responses may be submitted on a flash drive rather than hard copies. All other instructions outlined in the Proposal Format & Binder Tabs remain unchanged.

9. I see the 2<sup>nd</sup> addendum posted, "Pre-Proposal Conference", but I do not see a revised Market Place spreadsheet posted as noted on the 11/30/2020 call. Please advise where the revised spreadsheet can be found?

### The market basket was included in Addendum No. 1 and emailed to all who requested a copy to date.

10. Can vendors bid by manufacturer in the Category Discount tab without bidding on individual Market Basket items?

### *Please refer to Section IV; Evaluation Process RFP pg. 12.....How a vendor responds to the RFP is solely their decision*

11. Will vendors' scoring in Products/Pricing (40 points) be affected if they do not bid on any item within Market Basket and bid via the Category Discounts?

### *Please refer to question # 10*

12. May vendors bid in the Services tab with offers that are limited to a particular geographic location instead of nationally?

### Please refer to question # 10

13. For Category Discounts, are vendors limited to the manufacturers from Market Basket, or can they suggest other manufacturers within a larger category?

### *Please refer to Contractor Requirements, RFP pg. 3...."Offerors are encouraged to propose their complete catalog, products and services"*

14. In the Market Basket tab, the Huddly "IQ Camera for Conference Rooms with Mounting Bracket" has a Manufacturer Model Number of "7.09004E+12" listed. Could you confirm the part number?

### This is a typo; Correct part number is 7090043790108

15. Can you please advise if a signature is required or if we could sign the agreement after being hopefully selected for an award with an Appendix A contract that does not designate "Draft Contract"

A signature is required on the "Offer and Signature Form" which solidifies your offer. If awarded a contract, the document will be fully executed by Region 4 Board of Trustees and "Draft" will be removed.

Phoenix, Arizona 85001-0194 PO BOX 194

(602) 444-7315 FAX (602) 444-5901

PNI-Arizona Business Gazette

109 WESTPARK DRIVE, SUITE 360 **BRENTWOOD, TN 37027** PHASE:3

# of Affidavits Order # 0004454248

RFP No. 20-12 P.O.#

Published Date(s): 11/12/20 STATE OF WISCONSIN COUNTY OF BROWN

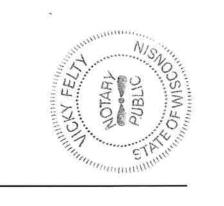
SS.

oath legal of the published weekly at Phoenix, Arizona, and that the copy hereto clerk of the Arizona Republic, a newspaper advertisement published in the said paper counties Pima and Pinal, ъ That I am the uodn copy circulation in the sworn, true of Arizona, being first duly Coconino, and says: on the dates indicated 6 <u>.</u> general Maricopa, the State deposes attached ъ \_

Sworn to before me this

**NOVEMBER 2020** 12 TH day of

Notary Public My Commission expires: \_



## AFFIDAVIT OF PUBLICATION

The Region 4 Education Service Center (ESC), Houston, TX is requesting pro-posals from qualified and experiment firms to provide Audio Visual Equip-ment, Accessories and Services (RFP ment, Acc No. 20-12).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapart ners.com/publicsector/solicitations VIRTUAL PRE-PROPOSAL CONFER-ENCE: Thursday, November 18, 2020, 10:00 AM

CST PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM

CST Pub. Nov. 12, 2020

-

DocuSign Envelope ID: BF306CA4-5C7A-4A3E-9C65-E5F41E11C972
\*\*\* Proof of Publication \*\*\*

HELENA INDEPENDENT RECORD 2222 Washington St Helena, MT 59602 Ph: (406) 447-4000

Phase 3 Marketing & Communications Rich Melin

109 WESTPARK DRIVE STE 360

**BRENTWOOD TN 37027** 

ORDER NUMBER 18604

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The HELENA INDEPENDENT RECORD, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisements thereof:

a true copy of which is printed, was published in said newspaper for the same number of insertions provided below.

2020

STATE OF MONTANA County of Lewis & Clark

Subscribed and sworn to me this 11 day of overher

Section: Legal Category: 0701 Legals Helena PUBLISHED ON: 11/11/2020

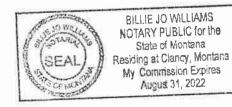
TOTAL AD COST:

60.48

FILED ON: 11/11/2020

NOTARY PUBLIC for the State of Montana Printed Name: Billie Jo Williams Residing at Clancy, Montana 59634 My commission expires August 31, 2022

(Notary Seal)



The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Audio Visual Equipment, Accessories and Services (RFP No. 20-12).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniap artners.com/publicsector/solicitations VIRTUAL PRE-PROPOSAL CONFERENCE: Thursday, November 18, 2020, 10:00 AM CST PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST November 11, 2020. MNAXLP. DocuSign Envelope ID: BF306CA4-5C7A-4A3E-9C65-E5F41E11C972

### Certificate of the Publisher

### The Herald-News

Description:RFP 20-12 1832984 RFP 20-12

### PHASE 3 MARKETING & COMMUNICATIONS P O BOX 680758 MARIETTA GA 30068

Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 11/11/2020

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1. In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 11th day of November, A.D. 2020

Shaw Media By:

J. Tom Shaw, Publisher

Account Number 10174037

Amount \$69.44

### PUBLIC NOTICE

PUBLIC NOTICE The Region 4 Education Service Center (ESC). Houston, TX is requesting proposals from qualified and experienced firms to provide Audio Visual Equipment, Accessories and Services (RFP No. 20-12). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapartners.

https://www.omniapartners com/publicsector/ VIRTUAL PRE-PROPOSAL

CONFERENCE: Thursday, November 18, 2020, 10:00 AM CST PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST

(Published In Herald-News November 11, 2020) 1832984

IN THE MATTER OF (RFP No. 20-12) Audio Visual Equipment, Accessories and Services

<b>AII 1</b>	} SS.	of Honolulu }
STATE OF HAWAII		City and County of Honolulu

Doc. Date:	NOV 1 1 2020	# Pages: 1
Notary Name: colleen E. soranaka	E. SORANAKA	First Judicial Circuit
Doc. Description:	Affidavit of	I SOR
Publication		NA NA
	8	O NOTARY
anates	NIGV 1 1 2020	
	NUV I I ZUZU Data	5 % No. 90-263 /
Notary Signature	741	10 10 1

Lisa Sakakida being duly sworn, deposes and says that she is a clerk, duly atthorized with to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herpld, that esid associations and says that Hawaii Tribune-Herpld that esid associations and says that hat esid associations are say as the transmission of transmission of the transmission of transmis of] Ξ

Tribune-Herald, that said news of Hawaii, and that the attached	Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the
Honolulu Star-Advertiser	1 times on:
11/11/2020 MidWeek	0 times on:
The Garden Island	0 times on:
Hawaii Tribune-Herald	0 times on:
West Hawaii Today	0 times on:
Other Publications:	0 times on:
And that affiant is not a party t	And that affiant is not a party to or in any way interested in the above entitled matter.
Lisa Sakakida	The me this 11 May of NOVOM box A.D. 2020
20000	1
Colleen E. Soranaka, Notary F My commission expires: Jan 0	bublic of the First Judicial Circuit, State of Hawaii
Ad# 0001302837	Ad# 0001302837
	No. 90-263

ICSP NO.

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Audio Visual Equipment, Accessories and Services (RPP No. 20-12). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omilapartners.com/publicsector/solicitations VIRTUAL PRE-PROPOSAL CONFERENCE: Thursday, November 18, 2020, 10:00 AM CST

PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST (SA1302837 11/11/20) ---- 2.01

AT
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CON
PHASE 3 MARKETING COMMUNICAT
PHASE 3
0034068661



## AFFIDAVIT OF PUBLICATION

### STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

501320	Class Page Legal Notices A 9 Legal Notices A 9
HOUC085601320	11 2020 11 2020 11 2020 11 2020 11 2020 11 2020 11 2020
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PHASE 3 MARKETING COMMUNICAT RAN A LEGAL NOTICE	SIZE BEING: 1 x22 L Product HCN Cypress Creek Champions HCN Cypress Creek Champions

0034068661 PHASE 3 MARKETING COMMUNICAT		Page 2		
Product HCN Cypress Creek Champions HCN Cypress Creek Champions	Date Nov 18 2020 Nov 18 2020 Nov 18 2020 Nov 18 2020 Nov 18 2020 Nov 18 2020 Nov 18 2020	Class Legal Notices Legal Notices Legal Notices Legal Notices Legal Notices Legal Notices Legal Notices	A A A A A A A A A A A A A A A A A A A	
Ut HOULE BUILD	nd A	If Chu	X	
Sworm and subscribed to before me, this 18th Day of November A.D. 2020	th Day of November A.D	ana and an and an and an	MILLING SALAN SULAN SULA	
CUC		E0102	EXPIRES	<b>.</b>

Texas

Notary Public in and for the State of

0034068661 PHASE 3 MARKETING COMMUNICAT

Houston Chronicle Page 3 of 3

The Region 4 Education Service Center (ESC), Houston, TX is requesting propos-als from qualities and experienced firms to provide **Audio Visual Equipment**, Ac-**cessories and Services (RFP No. 20-12)**. In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the so-icidiation documentation available atwww ascom/publicsector/solicitations VIRTUAL PRE-PROPOSAL CONFERENCE: Thursday, November 18, 2020, 10:00 AM CST

PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST

Of the Kennebec Journal/Morning Sentinel, daily newspapers in the City of Augusta / me ģ Being duly sworn, says he/she is\_Donna Dusty Waterville, State of MAINE:

# Public Notice: The Region 4

qualified and experienced firms to provide Audio Visual Equipment, Accessories and Services (RFP No. 20-12). Education Service Center (ESC) st Houston, TX is requesting proposals from

In order to be considered, the Offeror must complete and submit a proposal to solicitation documentation available at www.esc4.net or https://www.om niapartners.com/pub licsector/solicitations 4 ESC in accordance with the Region

# VIRTUAL PRE-PROPOSAL CONFERENCE:

Thursday, November 18, 2020, 10:00 AM CST

to

273-5312 for details. **Public Notice** 

Wednesday, November 11, 2020

## **PROPOSAL DUE DATE:**

December 10, 2020 BEFORE 10:00 AM CST

Houston, TX is re-questing proposals from qualified and experienced firms to provide Audio Visual Equipment, Accesso-ries and Services (RFP

ries and No. 20-12 In order

The Region 4 Education Service Center (ESC) Houston, TX is re-

No. 20-12) In order to be consid-ered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation avail-documentation avail-

www.om qnd/wo

able at niapar

Has been published in the said Kennebec Journal: 11/11/203OHas been published in the said Morning Sentinel: 11/11/202C

Subscribed and sworn before me this: 12/08/20

Thursday, November 18, 2020, 10:00 AM CST PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST licsector/solicitations VIRTUAL PRE-PRO-POSAL CONFERENCE: · v · ... Wendy Lee Clement

My Commission Expires

Caption: Region 4 Education Service Center Ad Number: 0224006 Name: Phase 3

WENDY LEE CLEMENT NOTARY PUBLIC KENNEBEC COUNTY EE MARC SION EXPIRE

SS. COUNTY OF CLARK) STATE OF NEVADA)

PHASE 3 MARKETING & COMM BRENTWOOD TN 37027 **109 WESTPARK DR STE 360** 

0001124776 170430 Ad Number Account #

Eileen Gallagher, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 11/11/2020 to 11/11/2020, on the following days: issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously

11/11/20

**REQUEST FOR PROPOSALS** Region 4 Education e Center (ESC) TX IS requesting from qualified at from qualified at from to provide the former of the service and service at the service at t ton, TX Ssals fro orio end Service The

considered. 0-12). đ

licitations VIRTUAL PRE-PROPOSAL CONFERENCE:

Thursday, November 18, 2020, 10:00 AM CST

PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 ÅM CST PUB: Nov. 11, 2020 LV Review-Journal

TATIVE LEGAL ADVERTISEMENT REPRESE

Subscribed and sworn to before me on this 11th day of November, 2020

Appointment No. 09-8941-1 My Appt. Expires Dec 15, 2020

MARY A. LEE

Notary

PHASE 3 MARKETING AND COMMUNICATIONS 109 WESTPARK DRIVE, SUITE 360 BRENTWOOD, TN 37027

65600 \$18.00 0000951816 Acct Number Insertions Ad Number Total

NEW JERSEY, SUSSEX COUNTY, SS AFFIDAVIT OF PUBLICATION,

<u>Jaime Kerr</u>, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on:

ADNUMBER Publication 0000951816-01 NJH Herald

<u>Date</u> 11/11/2020

<u>Page</u> B5

Subscribed and sworn to me before this date: <u>11/12/2020</u>

12/2020 Date Notary

Brittany L Weies NOTARY PUBLIC State of New Jersey 10 # 50119581 My Commission Expires December 17, 2024

the solicitation docu-mentation actual of the solicitation docu-www.escat.net or hittles.if www.omniaparthers. com/publicsector/solicit ations VIRTUAL PRE-PROPOSAL CONFER-ENCE: Thursday, November 18, 2020, 10:00 AM CST NOTICE The Region 4 Education Service Center (ESC), Houston, TX is request-ing proposals from qualified and experienced firms to provide Audio Visual Equip-ment, Accessories and Services (RFP No. 20and experi-ns to provide isual Equip-Region 4 dance with In order to be consid-ered, the Offeror must complete and submit a proposal to Regio ESC in accordance 12).

PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST Nov. 11, 2020 Pf\$10:50 0000951816 NJH

**AFFIDAVIT OF PUBLICATION** 





### 11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579 (503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH -- ss.

I, Nick Bjork, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

### **Case Number: NOT PROVIDED**

Audio Visual Equipment, Accessories and Services The Region 4 Education Service Center; Bid Location Houston, TX, Harris County; Due 12/10/2020 at 10:00 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2020

State of Oregon County of Multnomah

> SIGNED OR ATTESTED BEFORE ME ON THE **11th** DAY OF **November**, **2020**

Nick Bjork

Milille

Notary Public-State of Oregon

A CAR	OFFICIAL STAMP
	NOTARY PUBLIC - OREGON
	COMMISSION NO. 981091
COMMISS	SION EXPIRES NOVEMBER 05, 2022

Rich Melin National Ipa 109 Westpark Dr Ste 360 Brentwood, TN 37027-5062

### THE REGION 4 EDUCATION SERVICE CENTER AUDIO VISUAL EQUIPMENT.

ACCESSORIES AND SERVICES Proposals Due 10:00 am, December 10, 2020

December 10, 2020 REQUEST FOR PROPOSALS The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Audio Visual Equipment, Accessories and Services (RFP No. 20-12).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www.omniapart ners.com/publicsector/solicitations

- VIRTUAL PRE-PROPOSAL CONFER-ENCE: Thursday, November 18, 2020, 10:00
- Thursday, November 18, 2020, 10:00 AM CST

PROPOSAL DUE DATE:

December 10, 2020 BEFORE 10:00 AM CST Published Nov. 11, 2020. 11934133

> Order No.: 11934133 Client Reference No:

Richmond Eimes-Jispatch Advertising Affidavit OMNIA OMNIA Date Constrarts SUITE 360 BRENTWOOD, TN 37027 11/20/2020 Propos-SId Bids-RFP 11/20/2020 Propos-SId Bids-RFP 11/20/2020 Propos-SId Bids-RFP 11/20/2020 Propos-SId Bids-RFP 11/20/2020 Propos-SId Bids-RFP more the considered for fifter must complete and soluting to note the considered to the fifter must complete and soluting to brow Soft Differ Contention for the propriet wintum RFPRPOSIL CONTENDER (CON AM CST NUTUM RFPRPOSIL CONTENDER (CON AM CST	Accound alot E Franklin Street     Accound alot Street       300 E. Franklin Street     300 E. Franklin Street       Richmond, Virginia 22219 (804) 649-6208     Novem       Description     Ad Size       In the Region 4 Education Service Center (ESC), Houston, Txis     2 × 0.L       Description     Ad Size       The Region 4 Education Service Center (ESC), Houston, Txis     2 × 0.L       The Region 4 Education Service Center (ESC), Houston, Txis     2 × 0.L       This is to certify that the attached The Region 4 Education Se was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates::     11/11/2020       The First insertion being given     11/11/2020     11/11/2020       Norwy bublic     Morary Public     Sharon R Carsten NOTARY Public       Sharon R Carsten Notary Public     Sharon R Carsten Notary Public	Int Number 67881 ber 11, 2020 92.20 92.20 20
н к)	State of Virginia Notary Registration Number 329549 City of Richmond Commission Expires July 31 2021 My Commission expires	

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### SAN BERNARDINO COUNTY SUN

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408 Telephone (909) 889-9666 / Fax (909) 884-2536

**RICH MELIN** PHASE 3 MARKETING & COMMUNICATIONS/NIPA **109 WESTPARK DRIVE SUITE 360** BRENTWOOD, TN - 37027

### PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California County of SAN BERNARDINO ) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP No. 20-12

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/11/2020, 11/18/2020

Executed on: 11/18/2020 At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

fants



This space for filing stamp only

SB #: 3414013

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Audio Visual Equipment, Accessories and Services (RFP No. 20.12) 20-12). In or 20-12). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at accumentation available at www.esc4.net or https://www.omniapartners.com/pu blicsector/solicitations VIRTUAL PRE-PROPOSAL CONFERENCE: Thursday, November 18, 2020, 10:00 AM CST DROPOSAL DUE DATE: AM CS1 PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST 11/11, 11/18/20

SBS-3414013#

### **STATE OF WASHINGTON -- KING COUNTY**

--ss.

389483

No.

PHASE 3 MARKETING & COMM.

### **Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:20-12 AUDIO VISUAL

was published on

11/12/20

The amount of the fee charged for the foregoing publication is the sum of \$69.60.



Subscribed and sworn to before me on 11/12/2020

Notary public for the State of Washington, residing in Seattle

Affidavit of Publication

### State of Washington, King County

Region 4 Education Service Center Audio Visual Equipment, Accessories and Services Proposals Due: December 10

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Audio Visual Equipment, Accessories and Services (RFP No. 20-12). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or https://www. omniapartners.com/publicsector/ solicitations

VIRTUAL PRE-PROPOSAL CONFERENCE: Thursday, November 18, 2020, 10:00 AM CST

PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST

Date of publication in the Seattle Daily Journal of Commerce, November 12, 2020. 11/12(389483)

## CAPITAL CITY PRESS

Publisher of THE ADVOCATE PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/ THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in

11/11/2020

John Cyen

Joshua Crowley, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

11/11/2020

atta Aire McCh 4.6

M. Monic McChristian, Notary Public ID# 88293 State of Louisiana My Commission Expires: Indefinite



PHASE 3 MARKETING & COMM

RICH MELIN 109 WESTPARK DR STE 360 BRENTWOOD, TN 37027

470619-01

PUBLIC NOTICE

Educatio

f experienced nums vide Audio Visu ipment, Accessorie i Services (RFP No. 2 The Region 4 Educat Houston, TX is requestly Houston, TX is requestly provide Audio Visu Equipment, Audio Visu Equipment, Audio Visu Equipment, Audio Visu Equipment, and a visu and submit a proposal and submit a proposal

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VIRTUAL PRE-PROPOSAL CONFERCE: Thursday, November 18, 2020, 10:00 AM CST 2020, 10:00 AM CST PROPOSAL UPL DATE: December 10, 2020 BEFORE 10:00 AM CST 470619-nov 11-11

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		State of South Carolina County of Richland	I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published	in the City of Columbia, State and County aforesaid, in the issue(s) of 1 Insertion(s)	Published On: November 11, 2020		Michelle Long Inside Classified Accounts Representative	Subscribed and sworn to before me on this 19th day of November in the year of 2020	Amy L. Robins Amy L. Robins Notary Public for South Carolina My Commission Expires: November 27, 2022	"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."
THE STATE MEDIA CO., INC. Columbia, South Carolina publisher of COS South Carolina publisher of DOS South Carolina publisher of The State Media Company REFINATION PUBLICATION	Identification REQUEST FOR PROPOSALS The Region 4 Education Service Center (								2	
	Ad Number 0004802250	Rich Melin ARKETING	8 A 30068	T FOR SALS sature story TX is re- story. TX is re- tron qualitied irms to provide pipment, Acces- ces (RFP No.	considered, the liete and submit on 4 ESC in ac- solicitation docu- e at www.esc4. A comitapatiners.	ber 18, 2020, DATE: 2020 BEFORE			12	
	Account # 580372	Attention: Rich Melin PHASE 3 MARKETING	PO BOX 680758 MARIETTA, GA 30068	<b>REQUEST FOR</b> <b>PROPOSALS</b> The Region 4 Education Service Center (ESC), Houston, TX is re- questing proposals from qualified and experienced firms to provide Audio Visual Equipment, Acces- sories and Services (RFP No.	order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in ac- cordance with the solicitation docu- mentation available at www.esc4, net of https://www.omiapartners. compublicsector/solicitations	CONFERENCE: CONFERENCE: Thursday, November 18, 2020, 10:00 AM GST PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM GST	4802250			

*<b>IIMESUNION* 

## timesunion.com

Albany, New York 12212 Albany Times Union News Plaza Box 15000

0004133190 600120168 Order Invoice Text: PHASE 3 MARKETING AND COMMUNICATION SAccount Number: Order Number: 109 WESTPARK DRIVE, SUITE 360 BRENTWOOD, TN 37027 ATTN: SYDNEY RUBIN

RFP 20-12 Audio Visual

the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been R Bernard / T Duquette / C Finnegan / P Sheehan / A Rubel of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in regulary published in the said ALBANY TIMES UNION on the following dates

11-11-2020

SUSAN QUINE NOTARY PUBLIC. STATE OF NEW YORX Registration No 01Q05396414 Contailistion Expires August 19, 2023 Notary Public 2020. DEDE-EI-(1 day of FLANDS Innegan Sworn to before me, this DIVITUN

Albany County

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Audio Visual Equipment, Accessories and Services (RFP No. 20-12), in order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation aveilable at www.scst.net or

VIRTUAL PRE-PROPOSAL CONFERENCE: Thursday, November 18, 2020, 10:00 AM CST

PROPOSAL DUE DATE: December 10, 2020 BEFORE 10:00 AM CST

ber 10, 2020 BEFORE 10:00 AM CST TU1t 4133190

### **Mickelson content to just play Masters**



**Christine Brennan** Columnist USA TODAY

AUGUSTA, Ga. - Phil Mickelson drove up Magnolia Lane for his 28th Masters Monday morning accompanied by an admirable sense of joy, announcing on Twitter that the simple act of arriving at Augusta National Golf Club brought out the kid in him again.

But reality has been sending a different message to Mickelson: that he is 50 now, 10 years removed from his third and last Masters championship, playing the role of elder statesman much more than that of long-ago wunderkind.

For those who have been following the remarkable career of the affable Mickelson, it will come as no surprise to find out that he is just fine with that. When asked at his pre-tournament news conference Tuesday about not being asked to participate in many other pre-tournament news conferences on the PGA Tour anymore, Mickelson took it all in stride.

"I just don't think my views are that much desired during this era, and it's been easy to kind of just slide in and out," he said.

There was no sadness in his voice. How could there be? He gets to play the sport he loves, and still make a ton of money doing it, at an age when most professional athletes in other sports have been retired for 15-20 years.



Phil Mickelson played a practice round Tuesday in preparation for his 28th Masters Tournament this week. ROB SCHUMACHER/USA TODAY SPORTS

"There's something very spiritual about this place as a golfer, and to have won this tournament means a lot to me," he said of the Masters. "I can't believe it's been 10 years since I won it last. I would love nothing more than to have an opportunity to be in contention, and that's my goal. I'm not going into this event thinking about winning, I'm going into this event trying to get into contention for the weekend and then hopefully take it from there."

It's a different Masters this year, of course, being played seven months later than usual in the middle of a pandemic. It will look and feel different, without spectators, without noise, without the sense of electricity that traditionally builds on a Masters Sunday afternoon. So what will he miss most from the April Masters?

"Nothing in the sense that this is the Masters and it doesn't matter," he said. "It doesn't matter if it rains. It doesn't matter if it shines. We get to compete for a green jacket. As a player, that's all we care about. I'm just thankful that we have that chance this year because it's

been very challenging and a lot of extra work to put this tournament on, and I'm appreciative of the club doing this for us.'

While Mickelson did not offer any specifics about how he and his family have handled the pandemic, he acknowledged the "uncertainties" and "challenges" of this time, and how fortunate he is to be in a sport that can be played outdoors at a safe distance from others.

'We're facing it just like everybody else is, and I think every organization is doing the best they can to accommodate this time, and I think everyone's appreciative of that," he said. "Everybody is doing the best that they can and trying to be understanding of the situation, and so I'm appreciative and thankful that the game of golf has been able to go on. I'm appreciative of being able to still play and do it socially responsible with social distancing and not fear of transmission. ..

"Golf is a huge part of my life, and the ability to just even practice, hit some putts in my yard or go to the course and be able to play a few holes, that means a lot to me. And a lot of things that people love have been taken away, and that's got to be brutal. ... A lot of people have had their love and their passion taken away from them during this time and it's hard for me to fully empathize with how difficult that must be."

Which goes a long way to explaining why a 50-year-old man drove up a road in Georgia earlier this week and said he felt like a kid again.

### Tiger

### Continued from Page 1C

"Then I walked off the back of the green, to see (son) Charlie there, just opened up our arms, it meant a lot to me and still does. It just reminded me so much of me and my dad (hugging after his 1997 Masters win), and to come full circle like that, it stills gets me, you know, a little teary.

"Pretty good bookends."

Now, Woods, 44, wants to prove he hasn't closed the book on his Masters memories. Because of the COVID-19 pandemic, Woods has been in possession of his green jacket for 19 months. If he's to extend that tenure, he'll have to drastically reverse his form of 2020.

In just eight starts this year, Woods has one top-10 finish. He has ties for 37th, 40th, 51st, 58th, 72nd. He finished 68th in another tournament. Missed the cut in the U.S. Open. He is an accumulative 21 over par this year. He hasn't tast-



Recalling his 2019 Masters victory celebration Tuesday left Tiger Woods teary-eyed. ROB SCHUMACHER/USA TODAY SPORTS

what we have to deal with, you know, safe, and I was hesitant to come back and start playing, and that's why I waited as long as I did and came back at Memorial. From there, I really haven't, as I said, I haven't put all the pieces together, and hopefully that will be this week." Last year, Woods said he found his swing leading into the Masters, that he was able to shape the ball, especially high draws, on command, and his confidence was peaking as he drove down Magnolia Lane. This year he's not as confident.

last year, so it was a little bit easier to hit this year with COVID and trying to be those shots," Woods said. "Hopefully this year I'll be as consistent as I was last year. Last year I was able to hit a lot of really good iron shots and I putted great. I had a great feel of the greens. "Today I did a little bit of work on the greens, just like I did last year. Tried to get a feel for the greens, and the greens were a little bit slower than I had expected. But you know, with the rains coming up and the forecast, you just never know. That's one of the neat things about trying to figure this tournament out is Wednesday to Thursday this golf course changes a lot.

miss Woods' chances.

"Someone like him or Phil (Mickelson), I'd never take them out at a place like this," Thomas said. "I think this course is so unique that you don't need to play great to have a chance to win. I think you just need to be playing OK if you know the golf course. You have to be chipping and putting well, but you can be hitting it OK and get it around this place more than OK.

'You know where to hit it, you know where not to hit it. And no one knows that better than Tiger. I think especially with the forecast the way that it is, it's not going to be too cold, which I know is helpful for him.

<sup>•</sup>I know that he takes this event so seriously, he takes them all (seriously), but he knows this place so well and he knows that he has a big advantage, I think, over half the field before even teeing it up."

On the 25th anniversary of his first Masters start as an amateur in 1995, Woods thinks he can match Jack Nicklaus' record six Masters victories. What he's done so far in 2020 doesn't matter. He has one more week to change the year's narrative. "Do I expect to contend? Yes, I do," Woods said. "This is a golf course in which having an understanding how to play and where to miss it and how to hit the shots around here, it helps. When I first came here, it was a lot of drivers and a lot of wedges. Now it's a little bit different and a little bit longer clubs into the holes, but still understanding how to play it definitely helps. That's one of the reasons why you see past champions able to contend so late in their careers. "Hopefully I'll be one of those guys."

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ed Sunday contention since winning last fall's Zozo Championship in Japan.

"It's been either I haven't put all the pieces together at the same time," said Woods, who has fallen out of the top 30 in the world rankings - he's 33rd - for the first time in two years. "Whether it's I've driven well or hit my irons poorly. Or I've put the ball-striking together and I haven't putted well. And then I've had it where I've putted well and I've hit it poorly. I haven't put together at the same time.

"I haven't played a lot, obviously. But it's been gearing up for the major championships and trying to understand

LLC. et al.

"I was working on a few of the things that I was working on last year coming into the event, being able to hit a high draw. My body is feeling better than I did

"Hopefully I get the same feel as I did last year and put it all together."

World No. 3 Justin Thomas won't dis-

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REQUESTS	REGION 4   20-12 Audio Visual Equipment, Accessories iTurity LLC	Karl	Schmidt	<u>karl@iturity.com</u>
Region 4 Website	REGION 4   20-12 Audio Visual Equipment, Accessories PYRAMID SCHOOL PRODUCTS	5 KENNY	MILLER	BIDDEPT@PYRAMIDSP.COM

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PUBLIC   REGION 4 SOLICITATION						
	REGION 4	20-12 Audio Visual Equipment, Accessories Infonative Solutions		Saurabh	Kathuria	<u>sk@infonative.net</u>
PUBLIC   REGION 4 SOLICITATION						
		20-12 Audio Visual Equipment, Accessories Visionality		Jack	Farguson	kcajf@aol.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipment, Accessories Aves Audio Visual Syst	tems Inc.	Delana C.	Pena	sale@avesav.com
-	REGION 4	20-12 Audio Visual Equipment, Accessories Lighspeed Technologie	ies, inc.	Michelle	Dombek	michelle.dombek@lightspeed-tek.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipment, Accessories Promethean		Jane	Parkhouse	jane.parkhouse@prometheanworld.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipment, Accessories Core Integration Syste	ems LLC	Nick	Cottingham	Sales@coreintegrationsystems.com
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories Aves Audio Visual Systematics Aves Aves Aves Audio Visual Systematics Aves Aves Aves Aves Aves Aves Aves Ave	atems Inc	Cindy	Rademacher	sales@avesav.com
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories Southern Computer W	Varehouse	, Susan	Hamrick	<u>scwbids@scw.com</u>
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories SKC Communication P	Products LL	Andrea	Morris	andrea.morris@skccom.com
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories Abcom of Arizona LLC	2	Craig	Ward	cward@abcomllc.com
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories AVI-SPL		Elissa	Fox	elissa.fox@avispl.com
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories CX2, Inc.		Jon	Scanlon	jon@cx2us.com
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories Mvation Worldwide In	nc.	BARRY	WEINSTEIN	bnw@mvation.com
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories Mvation Worldwide In	nc	Barry	Weinstein	biddesk@mvation.com
PUBLIC   REGION 4 SOLICITATION						
REQUESTS	REGION 4	20-12 Audio Visual Equipment, Accessories Straxus LLC		Sabrina	Darley	sabrina.darley@straxusllc.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipment, Accessories South Texas School Fu	urniture	Alan R	Jirkovsky	alanj@texaslibrary.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipment, Accessories Diversified		Joseph F	Staehly	jstaehly@gmail.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipment, Accessories Lakeshore Learning M	1aterials	Martha	Arredondo	marredondo@lakeshorelearning.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipment, Accessories Mvation Worldwide Ir	nc.	Barry	Weinstein	Biddesk@mvation.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipment, Accessories UNICOM Government	t, Inc.	Jake	Glanzmann	jacob.glanzmann@unicomgov.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipment, Accessories Adwar Video		Pamela	Dandic	pam@adwarvideo.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipment, Accessories BES SERVICES, LLC		KEVIN	WHEELER	beservices22@yahoo.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipment, Accessories Southern Computer W	Varehouse	, Susan	Hamrick	<u>scwbids@scw.com</u>

PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Alamo Music Co.	Jason	Primosch	jason.primosch@alamomusic.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Omega Broadcast and Cinema, L	Troy	Marx	sales@omegabroadcast.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Mvation Worldwide Inc.	BARRY	WEINSTEIN	bnw@mvation.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Alamo Music Center	Jonathan	Martinez	Jon.martinez@alamomusic.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories CTG, Inc.	Nickoy	Bennett	support@ctg-corp.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories World Class Media, LLC	Charles	Verhoeff	charles@worldclassmedia.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Visionality DBA Designs That Cor	Seth	Levanen	seth@visionality.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Visionality	Richard	Barnett	richard@visionality.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Visionality	Richard	Barnettq	richard@visionality.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories The Odom Group	Andrea	Odom	andrea@theodomgroup.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories LEVEL-1 GLOBAL SOLUTIONS, LL	Thomas	McElroy	nbd@level-1.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Arlington Computer Products	Hank	Montgomery	hmontgomery@arlingtoncp.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories CJIS GROUP LLC	Ann	Herold	ann@cjisgroup.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Anixter	Kim	Shadley	kim.shadley@anixter.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories The Blue Book Building and Cons	bg		projectleads@mail.thebluebook.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories The Blue Book Building and Cons	Baishakhi		projectleads@mail.thebluebook.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories IDSolutions	Zac	Cook	zcook@e-idsolutions.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories National Tek Services Inc	gillian	ramos	gramos@tekservinc.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories National Tek Services Inc	Sean		ssharkey@tekservinc.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories PBM Group, LLC	Harold	Johnson	harold@hljcompanies.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories B&H Photo	Isaac	Gindoff	igindoff@bhphoto.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories CJIS GROUP LLC	Ann	Herold	Ann@cjisgroup.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Arlington Computer Products	Hank	Montgomery	hmontgomery@arlingtoncp.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories ACP CreativIT	JIm	Gass	jgrass@arlingtoncp.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories CJIS GROUP	Mariah	Elliott	mariah@cjisgroup.com
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Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Alegna Inc.	Hosea	Washington	sales@alegnainc.net
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories LEVEL-1 GLOBAL SOLUTIONS, LL	Thomas	McElroy	nbd@level-1.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories LEVEL-1 GLOBAL SOLUTIONS, LL	Thomas	McElroy	nbd@level-1.com
Region 4 Website	REGION 4	20-12 Audio Visual	Equipment, Acce	essories SevenOutsource	Steve	Walse	rfpalerts@gmail.com
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Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Bid Ocean	eric	jhonson	eric@bidocean.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories Bid Ocean	passang dem	bhutia	passangbhutiaa789@gmail.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual	Equipment, Acce	essories AT&T	Carla		cp1547@att.com

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PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories ieSmartSystems	Jessica	Vallejo	jvallejo@iesmartsystems.com
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PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Seico Security	Victor	Oggero	voggero@seicosecurity.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Adorama Inc.	Caroline	Brzuszek	carolineb@adorama.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Visionality	Ron	Dennis	ron@visionaility.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Sharp NEC Display Solutions of A	4 John	Hauser	jhauser@sharpnec-displays.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Sharp NEC Display Solutions of A	4 John	Hauser	jhauser@SharpNEC-Displays.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Schiller's AV	Jim	Browne	jbrowne@schillers.com
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PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Golden Star Technology Inc.	Dennis	Wang	dpwang@gstes.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Prime Vendor Inc.	Kim	Jones	primevendor124@gmail.com
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Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Advanced CAD/CAM Service Co	r Alex	Montelongo	alex@engineeringpeople.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Tiles in Style LLC DBA Taza Supp	l Umer	Karim	<u>umer@tilesinstyle.com</u>
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Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Construction Journal	Pamela	Exton	bids@construtionjournal.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Sufian Munir Inc. dba Clary Busi	r Thomas	Farrukh	thomas@clarybusinessmachines.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories FireFly Computers, LLC	Brian	Dimitroff	contracts@fireflycomputers.com
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PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Level-1 Global Sloutions	Michael	Cummings	mcummings@level-1.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories 2UTEC, llc	Ammiel	Fernandez	afernandez@2utec.com
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PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Discover Group Inc	Chaim	Traube	<u>bids@discovergroup.net</u>
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Howard Technology Solutions	Krystal	Avery	kavery@howard.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories PC University Distributors	Mary	Spiritis	mary@pcuniversity.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Manhattan Products	David	Trevino	dtrevino@icintracom.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories RJ Young	Tim	Fitzgerald	tim.fitzgerald@rjyoung.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Newegg Business Inc.	Maggie	Chu	maggie.m.chu@neweggbusiness.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories NetSource Enterprise Technolog	g Allison	McCrary	amccrary@netsourcek12.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment, Accessories Paragon Micro, Inc.	Steve	Smith	ssmith@paragonmicro.com

# RFP \_20-12\_Request List

PUBLIC   REGION 4 SOLICITATION R	REGION 4	20-12 Audio Visual Equipmen	t, Accessories Quality and Assurance Technolo	Keith	Macavoy	kmacavoy@qnatech.com
PUBLIC   REGION 4 SOLICITATION R	REGION 4	20-12 Audio Visual Equipmen	t, Accessories Air Comm	Austin	Derby	austin.derby@aircomm.com
PUBLIC   REGION 4 SOLICITATION R	REGION 4	20-12 Audio Visual Equipmen	t, Accessories Multicard	Chris	Smith	<u>csmith@multicard.com</u>
PUBLIC   REGION 4 SOLICITATION R	REGION 4	20-12 Audio Visual Equipmen	t, Accessories TommyTQL LLC	THOMAS	MACAK	<u>tmacak@tommytql.com</u>
Region 4 Website R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories e.Republic	Tai	Le	<u>tle@erepublic.com</u>
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	it, Accessories BIT	James	Nicol	james.nicol@bitdirect.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Strategic Communications	William	Brinson	bbrinson@yourstrategic.com
Region 4 Website R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Pentegra Systems, LLC	Tyler	Kurland	tkurland@pentegrasystems.com
Region 4 Website R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Visions of Video	Sandra	Espino	sandram@visionsofvideo.com
Region 4 Website R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Ford Audio-Video Systems, LLC	Jim	Tulberg	<u>tulbj@fordav.com</u>
Region 4 Website R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Adorama Inc.	Caroline	Brzuszek	carolineb@adorama.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Crystal Delta	Dinesh	Gurupur	dinesh@crystaldelta.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Connection	Corey	Petersen	corey.petersen@connection.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories AggreGateway	Octavio	Navarro	onavarro@aggregateway.com
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PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories ConstructConnect	Morgan	Stinson	<pre>content@constructconnect.com</pre>
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories IT Outlet	Leslie	Miller	lesliegrillon@gmail.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Trinity3 Technology	Eric	Ogden	eogden@trinity3.com
Region 4 Website R	EGION 4	20-12 Audio Visual Equipmen	it, Accessories Onvia	Source	Management	svcagency@onvia.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Encore Technologies	Christopher	Burns	cpb6357@gmail.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories McCormick's Group, LLC	Jessica	Slabaugh	jessica.slabaugh@mccormicksnet.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories ITsavvy, LLC	Ed	Mamon	emamon@itsavvy.com
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PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	it, Accessories Tech Data	Carol	Kornell	carol.kornell@techdata.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Zones, LLC	Sanida	Parveen	sanida.parveen@zones.com
PUBLIC   REGION 4 SOLICITATION R	REGION 4	20-12 Audio Visual Equipmen	t, Accessories PROLEAF CORPORATION, DBA H	I Adil	Gaziani	adilgaziani@hiteqpc.com
PUBLIC   REGION 4 SOLICITATION R	REGION 4	20-12 Audio Visual Equipmen	t, Accessories Bass Computers, Inc.	Jim	Campbell	bassedu@basscomputers.com
Region 4 Website R	EGION 4	20-12 Audio Visual Equipmen	it, Accessories 185	John Adolphus	Ford	JF4826@dallasisd.org
PUBLIC   REGION 4 SOLICITATION R	REGION 4	20-12 Audio Visual Equipmen	t, Accessories Unicom Government	Kressa	Stewart	kressa.stewart@unicomgov.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	it, Accessories Qomo	Ron	Steuart	rons@qomo.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Golden Star Technology, Inc.	Phillip	Lin	phillipl@gstes.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Hashtag Promotions	Daryl	Davies	sales1@hashtagpro.co.za
Region 4 Website R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories & Services	Michael	Sanders	Mike.sanders@ptpcorporate.com
PUBLIC   REGION 4 SOLICITATION R	EGION 4	20-12 Audio Visual Equipmen	t, Accessories Media Vision	Leah	Warren	leah@media-vision.com

PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories BryComm	Kellyn	Burger	kellyn.burger@brycomm.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories DARRAN Furniture	Jennifer	Cashion	jcashion@darran.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories B&H Photo	Isaac	Gindoff	igindoff@bhphoto.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories B&H Photo	Isaac	Gindoff	igindoff@bhphoto.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories THWilson Bonds	Sheila	Smith	<u>thwbonds@outlook.com</u>
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Prime Systems	Robert	Ye	robertye@primesystems.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories PNC COMMUNICATIONS	erick	millholland	<u>pwnc_c@yahoo.com</u>
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories RLS Interests DBA Prime System	Chichiu	Wu	<u>ccwu@primesystems.com</u>
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Adwar Video	Pamela	Dandic	pam@adwarvideo.com
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PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Diversified	Laurie	Simon	lsimon@diversifiedus.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Kovarus, Inc.	Mark	Bleakley	mbleakley@kovarus.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Denali Advanced Integration	Mark	Smith	mark.smith@denaliai.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories ISSQUARED, INC	MATTHEW	BOYLE	mboyle@ncanet.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories STUYVESANT PARTNERS	ierre	Hacopian	ph@stuyvesantpartners.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Nixplay Signage	Toby	Nelson	toby.nelson@nix-digital.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories World Wide Technology, LLC	David	McDaniel	david.mcdaniel@wwt.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Panther Fleet Services, LLC	Gene	Hew-Len	gene@pantherfleet.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories The Sales Group, Inc.	Dana	Hanford	dana@thesalesgroup.com
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PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Source Management	Onvia	Onvia	svcagency@onvia.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Studio Plaza Group	Marie	Evans	consultant@studioplaza.org
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Trox	Mark	Barber	mark.barber@trox.com
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Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Trox	adela	briner	adela.briner@trox.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Troxell	Adela	Briner	adela.briner@trox.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Troxell	Adela	Briner	adela.briner@trox.com
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Bid Prime	Sandra	luna	<u>sluna@bidprime.com</u>
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Lakeshore Learning Materials	Rafael	Muro	biddept@lakeshorelearning.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Netsync Network Solutions, Inc.	Len	Noble	Inoble@netsync.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories AppWorks	Eleanor	Fulton	eleanor@app.works
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories Troxs	Roman	Moroz	<u>rmoroz@trox.com</u>
Region 4 Website	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories TSI Global Companies	David	Wulf	dwulf@tsi-global.com
PUBLIC   REGION 4 SOLICITATION	<b>REGION 4</b>	20-12 Audio Visual Equipment,	Accessories FireFly Computers	Brian	Dimitroff	contracts@fireflycomputers.com

PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories The Chariot Group	Mark	van Hilten	mark@chariotgroup.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Capitol Electronics Inc	mary	mcghiey	mmcghiey@capitolelectronics.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Gumdrop	Zack	Yannello	<pre>zacky@gumdropcaseshq.com</pre>
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories QBSI-Xerox	Zach	Aaron	zach.aaron@xerox.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories THWilson Bonds	Sheila	smith	<u>thwbonds@outlook.com</u>
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Patriot Technology Solutions	Kevin	Larson	kevin.larson@pts-usa.net
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Microtechnologies LLC - Federa	l Timothy	Humes	thumes@microtech.net
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Favor Consulting	Team	Favor	teamfavor@protonmail.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories MECCA Marketing Group Inc.	Lenora	Blackamore	lab@meccamarketinggroup.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories MECCA Marketing Group Inc	Lenora	Blackamore	lab@meccamarketinggroup.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Southern Computer Warehouse	e, Susan	Hamrick	susan.hamrick@scw.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Galaxy Next Generation	Walt	Mischley	walt@galaxynext.us
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Galaxy Next Generation	Walt	Mischley	walt@galaxynext.us
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories ACP CreativIT	Jim	Grass	jgrass@arlingtoncp.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Galaxy Next Generation	Walt	Mischley	walt@galaxynext.us
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Bid Prime	Sandra		sluna@bidprime.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Targus International LLC	Emily	McIntosh	emcintosh@targus.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories South Productions, LLC	Landry	Wilkinson	landry.wilkinson@soundpro.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Apollo Blue	Dans	Tantillo	dana@apolloblue.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories <u>www.thinkitai.com</u>	Charles	Elliott	charles@thinkitai.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Accu-Tech	Michelle	Savage	michelle.savage@accu-tech.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Netsync Network Solutions, Inc	. Kristi	Matsunaga	kmatsunaga@netsync.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Bid Prime	Sandra		<u>sluna@bidprime.com</u>
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Innovate Audio Visual, Inc.	JC	Laucirica	jc@innovate-av.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Bid Prime	Sandra		sluna@bidprime.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Benson systems	Jennifer	Micatrotto	<u>bids@bensonsys.com</u>
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories VISUAL	TECH	ZONE	techzone@visualinfomedia.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Netixs	Vince	Sandoval	vsandoval@netixs.com
Region 4 Website	REGION 4	20-12 Audio Visual Equipm	ent, Accessories VISUAL	TECH	ZONE	techzone@visualinfomedia.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Microsoft	Melanie	Wood	melwood@microsoft.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Thomas Regout Inc.	Sjoerd	Ory	s.ory@thomasregout.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Ingram Micro	Tony	Celeste	tony.celeste@ingrammicro.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories STUYVESANT PARTNERS	Pierre	Hacopian	phacopian@stuyvesantpartners.com
PUBLIC   REGION 4 SOLICITATION	REGION 4	20-12 Audio Visual Equipm	ent, Accessories Academy Global Learning	Angeles	Chavez	angeles@acgloballearning.org

#### RFP \_20-12\_Request List

PUBLIC | REGION 4 SOLICITATION REGION 4 | 20-12 Audio Visual Equipment, Accessories Choise! Energy Services Retail LF Jordan Sisson <u>sisson.j@choiceenergymgt.com</u>



**BID/PROPOSAL RECEIPT LIST** 

	BID/PROPOSAL REC		
	RFP# 20-12 Audio Visual Equipment	Accessories & Services	
	Tuesday, December 15, 2020	10:00 AM CST	
	Received Bid/Proposal - Name of Company	Description of Receipt (# of boxes and/or Envelopes)	Date & Time Received
1	Iron Bow Technologies	Fedex box	12/14/2020 @ 11:05am
2	Clearwing	Fedex box	12/14/2020 @ 11:05am
3	B&H	hand delivered	12/14/2020 @ 11:30am
4	Best Buy	Fedex box	12/10/2020 @ 2:00pm
5	Adwar Video	Fedex box	12/11/2020@ 11:38am
6	AVI-SPL	hand delivered	12/10/2020 @ 8:00am
7	Ford Audio-Visual Systems	Fedex box	Discarded in Error



#### **BID/PROPOSAL SIGN IN SHEET**

	Tuesday, December 15, 2020, 2:00 PM CST								
	Name of Company	Printed Name	Signature						
	Decise 4 ESC								
	Region 4 ESC	Crystal Wallace							
2	Region 4 ESC	Lynn Clarke							
3	Region 4 ESC	Robert Zingelmann							
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									

RFP# R20-14 Pre-Proposal Conference Tuesday, December 15, 2020, 2:00 PM CST



ATTIC LOOP AND

77092 IAH

9928/9616/27899

SHIP DATE: 11DEC20 ACTWGT: 10.00 LB CAD: 105299034/NET4280

(240) 487-2180

ORIGIN ID-ADWA (240) 487-218 RENE LAVIGNE IRON BOW TECHNOLOGIES 1401 MERCANTILE LANE SUITE 300

2

BILL SENDER

12/11/2020





12/10/2020

AVI-SPL Response RFP #20-12 Date: 12-10-20 Attention: Crystal Wallace Region 4 ESC

MW 00;8 02/01/21



DocuSign Envelope ID: BF306CA4-5C7A-4A3E-9C65-E5F41E11C972

Wall aci **5x** 027 Crystal cember -AW N ealeo I NHK 0



- To: Dr. Pam Wells Executive Director
- From: Robert Zingelmann Chief Financial Officer, Finance and Operations Services

Date: February 22, 2021

Re: Audio Visual Equipment, Accessories & Services; RFP # 20-12

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- AVI-SPL
- B&H foto & Electronics dba B&H
- Best Buy

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.



Audio Visual Equipment, Accessories, and Services Executive Summary

Lead Agency: Region 4 ESC

RFP Issued: October 11, 2020

Response Due Date: December 15, 2020

Awarded to: AVI SPL°

Proposals Received: 7

Pre-Proposal Date: November 30, 2020

Contract # R201201

Solicitation: 20-12

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 20-12 on October 11, 2020, to establish a national cooperative contract for Audio Visual Equipment, Accessories, and Services

The solicitation included cooperative purchasing language in Section I. Scope of Work:

#### NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY

- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On December 15, 2020 proposals were received from the following offerors:

- Video Hi-Tech Corp. d/b/a Adwar Video
- Audio Visual Innovations, Inc.
- B&H Foto and Electronics DBA B&H
- Best Buy Stores, L.P.
- Clearwing Systems Integration, LLC
- Ford Audio-Visual Systems, LLC
- Iron Bow Technologies, LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Audio Visual Innovations. Inc. demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of April 1, 2021.

#### Contract Highlights:

Audio Visual Innovations, a wholly owned subsidiary of AVI-SPL provides the sale, rental, and service of audio visual, video collaboration, control system, and presentation solutions and products. They have long-term relationships with the top manufacturers in the AV and collaboration industry partnering with over 120 manufactures on the contract. Audio Visual Innovations also recognizes the need for diversity to meet the MBE requirements of participating agencies. Refer to "Minority Business Enterprise Outreach" section in the master agreement.

#### Contract includes:

Audio-visual categories of Audio Solutions, Presentations and Displays, Production & Lighting Equipment, Services and TVs and Entertainment. Leasing options also available.

#### Term:

Initial three-year agreement from April 1, 2021 through March 31, 2024 with the option to renew for two (2) additional one-year periods through March 31, 2026.

#### Pricing/Discount:

Provided "Market Place" pricing as well as generous discounts off MSRP.

OMNIA Partners, Public Sector Web Landing Page:

https://public.omniapartners.com/suppliers/avi-spl/contract-documentation#c35677

# USFR Compliance Questionnaire for RFP# 20-12 Audio Visual Equipment, Accessories and Services

	YES/NO	COMMENTS
the procurement of kceeded \$100,000, did t Procurement Rules		
	YES	
itive sealed bidding or erative:		
or bid (IFB) or request 2-1042(C)	YES	Proof of Publication
s who requested to be any? R7-2-1023	120	
efore the due date and cable, unless a shorter R7-2-1024(A) or		
	YES	RFP Cover Page
the IFB or RFP? "Comments" should ts were not complied		
	YES	
ne time and date upon ened until the due date R7-2-1045		
B or RFP:		
low procedures for the ? R7-2-1031(D) and	YES	Instructions to Offerors, # 24; Multiple Awards
n the solicitation(s) may be awarded, the g whether to award r selecting vendors for	YES	Instructions to Offerors, # 24; Multiple Awards
2) and R7-2-1050(B)	125	··· _ ·, ······
n(s) in writing, that a s to the cooperative's hat supported the basis		
nai supported the basis	N/A	
number of suppliers nts of the members?		
	YES	

- 1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?
  - a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:
    - Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)
    - 2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023
    - Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)
    - 4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)
    - 5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045
    - 6) If a multiple award was made for the IFB or RFP:
      - i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)
      - ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)
      - iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)
      - iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)

- 7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)
- b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in **all** material respects, to the requirements and evaluation criteria set forth in the IFB? (**Note:** If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1031
- c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative's members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050
- 2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015
- 3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?
- 4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?
- 5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?
- 6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (**Note:** If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.)
- 7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:
  - a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093
  - b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093
- 8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011

YES/NO	COMMENTS			
N/A				
N/A				
	Recommendation of			
YES	Contract Award			
YES	Evaluation Committee Member Statements			
N/A				
N/A	<u> </u>			
N/A				
N/A				
VEC	Draft Contract, Term of Agreement, # 1			
YES				
N/A				
YES				

9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195

#### For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test all such procurements.

- 10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056
- 11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053

N/A

COMMENTS

N/A

N/A

YES/NO

**Proposal Prepared For** 

# Nassau County Board of County Commisioners Second Boardroom





9143 Philips Hwy Suite 350 Jacksonville, FL 32256 (904) 281-2714 Fax: (904) 281-2716 www.avispl.com

Prepared by: Ron Cassette Ron.Cassette@avispl.com Proposal no: 435505-9



# **Investment Summary**

Prepared For:	Corey Poore		Prepared By:	Ron Cassette		
	Nassau County Board of County Commisioners		Date Prepared:	04/01/2024		
	96135 Nassau Place Suite 1 Yulee, FL 32097-8635		Proposal #:	435505-9		
			Valid Until:	05/02/2024		
Total Equipm	Total Equipment Cost \$34,3					
Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system						
Professional I	Professional Integration Services \$33,341.76					

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

Direct Costs		\$0.00
Includes non equipment or labor costs, such as travel expenses, per diem, lift and veh	icle rentals	
General & Administrative		\$0.00
Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable		
	Subtotal	\$67,711.92
	Тах	Exempt (*)
	Total	\$67,711.92

\* 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.



# **Terms and Conditions**

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

#### **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. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). 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.

Link to AVI-SPL Terms and Conditions: https://avispl.com/terms-of-use/

**Buyer Acceptance** 

**Buyer Legal Entity** 

**Buyer Authorized Signature** 

Buyer Authorized Signatory Title

**Buyer Authorized Signatory Name** 

Date



# **Room Summary - First Room**

# **Equipment List**

Mfg	Model	Description	Qty	Unit Price	<b>Extended</b> Price
		ALLIGNED WITH OMNIA CONTRACT R201201_AV			
		PORTABLE DISCUSSION SYSTEM			
TELEVIC	TEL71980321	CONTROL UNIT, DIGITAL FOR 50 D-CERNO UNITS MSRP \$1860 Contract price \$1767	1	\$1,533.70	\$1,533.70
TELEVIC	TEL71980306	DISCUSSION UNIT, DIGITAL DELEGATE W/ REMOVEABLE MICROPHONE MSRP \$375 Contract price \$356	8	\$322.48	\$2,579.84
TELEVIC	TEL71980307	DISCUSSION UNIT, DIGITAL CHAIRMAN W/ REMOVEABLE MICROPHONE MSRP \$465 Contract price \$441	1	\$401.12	\$401.12
TELEVIC	TEL71980054	MICROPHONE, GSM IMMUNE, D - Mic 40 SL MSRP \$175 Contract price \$166	9	\$145.50	\$1,309.50
TELEVIC	TEL71989366	CASE, D-CERNO SYSTEM STORAGE PELICAN CASE MSRP \$775 Contract price \$736	1	\$657.30	\$657.30
		DISPLAYS - WALL MOUNTED			
LG ELECTRONICS	LGE86UL3JB	LCD, 86" 4K/UHD 330NIT 100LB 1200:1 SPKRS MSRP \$3666 Contract price \$3116	4	\$2,494.38	\$9,977.52
CHIEF	CHILTTU	MOUNT, THINSTALL UNIVERSAL TILT WALL, 37- 63" DISPLAYS MSRP \$212 CONTRACT PRICE \$201.40	4	\$179.97	\$719.88
		DISPLAYS - DAIS SIDE WALLS			
LG ELECTRONICS	LGE50UL3JE	LCD, 50" 4K/UHD 26LB 400 NITS, 1M:1 LED WOBOS MSRP \$1250 Contract price \$1062	1	\$926.97	\$926.97
PREMIER MOUNTS	PREAM100	MOUNT, LOW PROFILE ULTRA SLIM SWINGOUT FOR UP TO 100LBS FP MSRP \$502 CONTRACT PRICE \$476.90	1	\$446.63	\$446.63
		SOURCES			
		OFE LAPTOP HDMI - AT LECTERN (PRESENTATION ONLY)	1	\$0.00	\$0.00
		OFE ROOM PC - IN RACK (PRESENTATION AND	1	\$0.00	\$0.00



Mfg	Model	Description	Qty	Unit Price	Extended Price
		WEBCONFERENCING)			
		OFE MAIN ROOM SYSTEM AV FEED	1	\$0.00	\$0.00
		AV SWITCHING AND DISTRIBUTION			
AVPRO EDGE	AVPACMX42	MATRIX SWITCH, 18GBPS 4X2 HDMI MSRP \$879 Contract price \$747	1	\$425.89	\$425.89
CRESTRON	CREHDTX4KZ1011GW	TRANSMITTER, DM-LITE 4K60 HDMI OVER CATX CABLE W MSRP \$450 Contract price \$247	1	\$252.81	\$252.81
CRESTRON	CREHDTX4KZ101	TRANSMITTER, DM-LITE 4K60 4:4:4 FOR HDMI OVER CA MSRP \$400 Contract price \$220	9	\$224.72	\$2,022.48
CRESTRON	CREHDRX4KZ101	RECEIVER, DM-LITE 4K60 4:4:4 FOR HDMI OVER CATX MSRP \$400 Contract price \$220	10	\$224.72	\$2,247.20
CRESTRON	CREHDDA84KZE	DISTRIBUTION AMP 1 TO 8 HDMI W/4K60 4:4:4 & HDR SUPPORT MSRP \$1100 Contract price \$605	2	\$617.98	\$1,235.96
CRESTRON	CREHDDA44KZE	DISTRIBUTION AMP, 1 TO 4 HDMI W/4K60 4:4:4 & HDR SUPPORT (Owner Furnished Equipment)	1	OFE	OFE
		AUDIO			
SHURE	SHUBLX1288W85H9	MICROPHONE SYSTEM, COMBO W/WL185 AND SM58 MSRP \$869 CONTRACT PRICE \$651.75	1	\$553.99	\$553.99
QSC	QSCCORE110FV2	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU MSRP \$4210 Contract price \$3368	1	\$2,838.20	\$2,838.20
QSC	QSCSLQSE110P	SOFTWARE LICENSE, Q-SYS CORE 110 SCRIPTING ENGINE, PERPETUAL MSRP \$465 Contract price \$372	1	\$313.48	\$313.48
QSC	QSCSPA260	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR MSRP \$705 Contract price \$564	1	\$475.28	\$475.28
QSC	QSCADC4TWH	SPEAKER, 4.5" 2-WAY IN CEILING 70/100V (ORDER IN PAIRS) MSRP \$205 Contract price \$164	8	\$138.20	\$1,105.60
		CONTROL			



Mfg	Model	Description	Qty	Unit Price	<b>Extended</b> Price
QSC	QSCTSC70G3	CONTROLLER, 7" Q-SYS POE TOUCHSCREEN, IN- WALL MOUNTING MSRP \$1905 Contract price \$1524	1	\$1,284.27	\$1,284.27
QSC	QSCSLQUD110P	SOFTWARE LICENSE, Q-SYS CORE 110 UCI DEPLOYMENT, PERPETUAL MSRP \$235 Contract price \$188	1	\$158.43	\$158.43
NETGEAR	NETGSM4230P100NAS	SWITCH, M4250 26G4F PoE PLUS MINGD SW MSRP \$1871 CONTRACT PRICE \$1777.45	1	\$1,062.03	\$1,062.03
		WALL PLATES			
LIBERTY	LIBA01600WQ662965	RECORDING OUTPUT WALL PLATE	1	\$0.00	\$0.00
LIBERTY	LIBA01600-WQ662959	DISCUSSION MIC WALL PLATE Included	2	\$0.00	\$0.00
LIBERTY	LIBA01600WQ662958	LECTERN MIC WALL PLATE Included	1	\$0.00	\$0.00
MIDDLE ATLANTIC	MIDRFR2028BR	EQUIPMENT RACK FURNITURE RACK, 28W, 20SP, 28DP, RFR REFERENCE S MSRP \$1981 CONTRACT PRICE \$1881.95	1	\$1,001.63	\$1,001.63
SURGEX	SURSXDS158	POWER CONDITIONER, DEFENDER SERIES 8- OUTLET SURGE SUPRESSOR MSRP \$299 CONTRACT PRICE \$284	1	\$213.48	\$213.48
MIDDLE ATLANTIC	MIDPDDC30024V	POWER DISTRIBUTION, DC 300W, 24V RACKMOUNT MSRP \$900 CONTRACT PRICE \$855	1	\$455.06	\$455.06
MIDDLE ATLANTIC	MIDUFA1454	RACK SHELF,1SP UNIV FA SHELF,14.5D (4-PACK) MSRP \$340 CONTRACT PRICE \$323	1	\$171.91	\$171.91
		1	<u> </u>	Subtotal	\$34,370.16

# **Room Support and Maintenance**

Warranty; 3-months

\$0.00



Equipment Total	\$34,370.16
Installation Materials	\$0.00
Professional Services	\$33,341.76
Direct Costs	\$0.00
General & Administrative	\$0.00
Subtotal	\$67,711.92

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



# Scope of Work

Nassau County Board of County Commissioners - Yulee, FL - Second Boardroom

# SECOND BOARDROOM

## **Design Narrative**

AVI-SPL will install a new audiovisual system in this secondary room to support meetings that might otherwise take place in the larger space or simply support spillover groups when there is no more room available in the main room. Six (4) wall-mounted 85' displays – 1 on the north, south, east and west walls – will all mirror the same content whether it originates from the larger room or from a source within the same room. Two (2) additional displays will be located on the side walls of the dais area for times when the dais is in use, one a 50" and the other an 86". These displays will have the ability to mirror the same content as the room's 85" displays or show different content from an available source.

Nine (9) portable discussion units - each with a gooseneck mic, integrated speaker and push to talk functions – will be available to use when the dais setup is required. The units will daisy chain together and connect at a wall plate at either side wall in the dais area. Microphone audio will be amplified over the discussion units in mix/minus mode and over (8) ceiling speakers. If a web conference is active the units will also send and receive audio.

AVI-SPL will also install a wireless combo handheld/lavalier microphone to amplify voice over all room speakers as well as a web conference. A wall plate with (4) XLR audio jacks will be available to use with an owner-furnished portable recording system.

A wall plate HDMI input will be available near the lectern to connect user provided laptops for local presentations. An owner-furnished computer will be installed in the rack as an additional source for presentations as well as to host web conferences. An audio/video feed from the main room will also be an available source.

A 7" wall-mounted touch screen will be installed including controls for system on/off, source selection and routing and volume up/down.

An equipment rack in the west corner of the dais area will house the central system electronics.

#### Scope of Work – Hardware Integration

Hardware installation and general functionality/specifications. Equipment to be provided and installed by AVI-SPL unless otherwise specified.

#### **Displays**

- Six (6) wall-mounted 85" flat panel displays on low profile mounts will function as the main displays of the room.
  - Displays all mirror the same content

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- Two (2) wall-mounted 50" flat panel displays on articulating mounts will function as the main displays for those seated at the dais.
  - The 50" displays may show different content or mirror the 85" displays.
- All displays will require an Arlington TVBS505 or equivalent recessed electrical box provided and installed by others – in order to keep displays from protruding more than 4" off the wall per ADA Standards requirements.

#### Switching & Interfacing

• A video matrix switcher, located in the equipment rack, will route all video sources throughout the system.

#### Source Equipment

- An HDMI laptop computer input will be available at the wall.
  - Cables of adequate length to support the inputs at the specified laptop location will be provided.
- An owner-furnished computer will be located in the equipment rack.
- A video and audio feed from the system in the main boardroom.
  - Video and audio are unidirectional and will not support bi-directional communications between the two rooms.

#### Audio/Audio Conferencing

- The following microphones will provide speech audio to conference calls as well as in room voice reinforcement
  - Qty (1) discussion system chairman station.
    - Station is portable and includes a gooseneck mic and integrated speaker.
  - Qty (8) discussion system delegate station.
    - Stations are portable and each includes a gooseneck mic and integrated speaker.
  - Qty (1) Lectern gooseneck wired microphone installed with a shock mount assembly.
- Qty (8) 4" flush mounted ceiling speakers. The speakers will be used for monitoring program audio, local in-room speech reinforcement and web conference audio.
  - The owner-furnished computer in the equipment rack will be configured to act as the host for web conference calls.
- A digital sound processor, located in the equipment rack, will support all audio sources. Microphones used for conferencing shall utilize the echo canceling component of the DSP.
- An audio amplifier located in the equipment rack will power the room speakers.
- A wall plate with (4) audio output jacks will be available to provide audio signals to an owner provided recording system.

#### Control

• Qty (1) wall-mounted color touch screen user interface with a 7" diagonal screen will be the main user interface.

\*\*\*Please See the "Graphical User Interface" section at the end this scope of work for further details regarding finalizing the functionality and design of the GUI\*\*\*

#### Equipment Rack & Accessories



• An equipment rack, located at the west wall in the dais area will house A/V equipment. The rack will be free standing with black finish unless a different finish is requested by the owner.

# **Project Considerations**

#### Client Responsibilities (unless otherwise specified)

- Any display walls shall need to be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- Any required conduit for low voltage cable paths to AV equipment
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- Proper heat dissipation venting for the equipment in this system utilizing powered venting utilizing thermostatically controlled quiet fans in enclosed spaces where convection cooling is not possible.
- Any network connections to the client network
- Configuration of any network connection to the client network
- Configuration of any required accounts
- Any licensing not specifically provided in this scope of work or associated bill of materials.
- Cable/Satellite/Over-the-Air connections, and all associated hardware

# AVI-SPL Responsibilities (unless otherwise specified)

- Provide and install all low voltage cabling to support the Audio Video equipment specified in this proposal, excluding any network connections to the client network.
- Labor to install Audio Video equipment specified with work being performed on consecutive days during normal business hours.
- Any computer interface provided shall provide EDID information to the connected PC and all digital video connections shall support HDCP as applicable.

#### Network and Network Security

• The system shall be integrated utilizing a closed AV network and – other than the owner-furnished PC - shall not be connected to the client's local area network.

#### **Room Environmental Considerations**

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems, and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T<sub>60</sub>) for typical conference rooms should be less than 0.6 seconds in the 125 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call.

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A significant number of hard surfaces in a room (glass, drywall, or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher  $T_{60}$  levels. If the room requires acoustic treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.

- Evenly distributed lighting is important for videoconferencing applications. The lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

# Graphical User Interface

#### Functionality and design process for Graphical User Interfaces

- An Initial meeting and design discussion regarding the owners desired workflow may be required. Access to any owner specific branding material, such as logos and usage guidelines, shall be provided by the owner to enable AVI-SPL to apply those branding standards to the GUI. Creation of custom fonts or owner specific graphics is not included in this SoW or the responsibility of AVI-SPL.
- AVI-SPL will present no more than two (2) preliminary GUI design submittals to the owner for review and mark up before completing the final GUI design during system commissioning. This provides the owner with two opportunities for comments, mark ups, and revision requests before programming begins. The design shall determine the device controls needed on the user interface, required workflows, and the specific text and icons used on individual buttons.
  - If, during the process, it is determined by the owner that more revisions will be required to achieve an approved final document, AVI-SPL will provide an estimate of man hours and resources required to provide the revision and a Change Order Request Form will be provided to the owner for approval. Upon acceptance of the Change Order by the owner, additional time and resources will be applied to the project.
- The GUI submittals and finalized User Guide Document will illustrate the use of the system with mode-by-mode pages and descriptions about each button's functionality.



# **Addendum to General Terms and Conditions – Equipment Ordering**

Due to global supply chain constraints, 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 constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about \_\_\_\_\_\_, 20\_\_\_\_.

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. 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. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Acceptance
Signed Name
Company Name

Printed Name, Title

Date

EXHIBIT "C" INSURANCE REQUIREMENTS

# GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products &	
Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

#### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and <u>Part Two</u> – Employer's Liability Insurance Bodily Injury By Accident Bodily Injury By Disease Bodily Injury By Disease

\$500,000 Each Accident \$500,000 Policy Limit \$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

#### AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits: Combined Single Limit – Each Accident

\$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain -

- Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.
  - Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).
  - > CGL policy for construction related contracts -
    - Additional Insured Endorsement must include Ongoing and Completed
    - CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition
    - CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract
- Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.
- Provision that policies, except Workers' Compensation, are primary and noncontributory.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or selfinsured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

# DocuSign

#### **Certificate Of Completion**

Envelope Id: BF306CA45C7A4A3E9C65E5F41E11C972 Subject: Complete with DocuSign: AVI-SPL\_Contract CM3658 Source Envelope: Document Pages: 320 Signatures: 12 Certificate Pages: 6 Initials: 3 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-05:00) Eastern Time (US & Canada)

#### **Record Tracking**

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Signer Events

Derrick D. Lindsay dlindsay@nassaucountyfl.com Chief Innovation Officer Nassau County BOCC Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com

OMB Admin Nassau County BOCC

Security Level: Email, Account Authentication (None)

#### Electronic Record and Signature Disclosure: Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com

**OMB** Director

Nassau County BOCC Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign Holder: Tonya Wood twood@nassaucountyfl.com

#### Signature

Derrick D. Lindsay

Signature Adoption: Pre-selected Style Using IP Address: 44.200.255.24

1P

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

Chris Lacambra

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

mP

Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26

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Lanaee Gilmore		Sent: 4/22/2024 1:56:40 PM
lgilmore@nassaucountyfl.com	Kanace Kilmore	Viewed: 4/22/2024 4:21:46 PM
Procurement Director		Signed: 4/22/2024 4:21:53 PM
Nassau County BOCC		5
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Steve.benjamin@avispl.com	Steven Benjamin	Viewed: 4/23/2024 6:41:39 AM
EVP	5	Signed: 4/23/2024 6:42:17 AM
AVI-SPL LLC		5
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ajorandby@nassaucountyfl.com	a j	Viewed: 4/24/2024 10:43:00 AM
Deputy County Attorney	-	Signed: 4/24/2024 10:43:18 AM
Nassau BOCC		5
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dmay@nassaucountyfl.com	Denise C. May	Viewed: 4/24/2024 10:44:31 AM
County Attorney		Signed: 4/24/2024 10:47:17 AM
Nassau County BOCC	Circulture Adaption: Dre eplected Chile	
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tpope@nassaucountyfl.com	Taco E. Popel AICP	Viewed: 4/24/2024 12:17:51 PM
County Manager		Signed: 4/24/2024 12:18:00 PM
Nassau County BOCC		-
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Nassau County Clerk		Signed: 4/24/2024 1:32:33 PM
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Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Tonya Wood twood@nassaucountyfl.com Administrative Coordinator Nassau County Board of County Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/24/2024 1:32:41 PM Resent: 4/24/2024 1:32:51 PM
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Envelope Summary Events Envelope Sent Certified Delivered Signing Complete Completed	Status Hashed/Encrypted Security Checked Security Checked Security Checked	Timestamps           4/22/2024 11:30:59 AM           4/24/2024 1:31:27 PM           4/24/2024 1:32:33 PM           4/24/2024 1:32:41 PM
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Electronic Record and Signature Disclosure

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: bsimmons@nassaucountyfl.com

#### To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

# **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

#### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.