

Region 4 Education Service Center (ESC)

**Contract # 201201**

*for*

Audio Visual Equipment, Accessories and Services

*with*

**AVI-SPL LLC**

*(as amended 6-12-2024)*

Effective: April 1, 2021

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

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

## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of February 23, 2021, by and between Audio Visual Innovations ("Contractor") 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) Term of agreement. 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.
- 2) 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) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. 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) Commencement of Work. 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) Entire Agreement (Parol evidence). 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) Assignment of Contract. 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) Novation. 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) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. 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) Cancellation for Non-Performance or Contractor Deficiency. 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) Termination for Cause. 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) Delivery/Service Failures. 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) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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) Standard Cancellation. 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) Licenses. 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

## CONTRACT

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) Survival Clause. 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) Delivery. 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) Inspection & Acceptance. 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) Payments. 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) Price Adjustments. 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) Audit Rights. 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 third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. 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) New Products/Services. 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) Options. 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) Warranty Conditions. 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) Site Cleanup. 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) Site Preparation. 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) Registered Sex Offender Restrictions. 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) Safety measures. 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) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. 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) Funding Out Clause. 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) Indemnity. 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) Marketing. 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) Certificates of Insurance. 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) Legal Obligations. 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, 2021 to March 31, 2024

Margaret S. Bass - 2/23/2021  
Region 4 ESC Authorized Board Member Date

Margaret S. Bass

Print Name

Linda Tinnerman - 2/23/2021  
Region 4 ESC Authorized Board Member Date

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.)

- ☒ 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.)

[illegible]



## 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. <https://ifsleasing.com/> 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.



### 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, 24x7 Specialist 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 a case-by-case basis.

### 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 are 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 requested 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.

Response for Proposal  
Region 4 Education Service Center ("ESC")  
Solicitation Number 20-12



**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

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### FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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#### 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.

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#### 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.

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#### 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 laws 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."**

Does offeror agree to abide by the above? YES P Initials of Authorized Representative of offeror

Does offeror agree? YES 7 Initials of Authorized Representative of offeror

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

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

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

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, the offeror will notify the Participating Agency.

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

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 sub-awards exceeding \$100,000 in Federal funds 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 COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES

Initials of Authorized Representative of offeror

#### CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES

Initials of Authorized Representative of offeror

#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES

Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

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

## **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. Termination for Convenience:**

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 in connection with the Scope of Work in place which is completed as of the date of termination 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-Kickback Act.

- a. Applicability of Davis-Bacon Act. 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. **It does not apply to other FEMA grant 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. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 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. See 2 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) Overtime requirements. 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) Violation; liability for unpaid wages; liquidated damages. 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) Subcontracts. 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. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, 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. Clean Air Act and the Federal Water Pollution Control Act. 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. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
- “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
- (1) 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. Applicability: 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](http://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 and subrecipient.
- 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. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“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. Applicability: 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. See 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“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. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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. 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:

"(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—

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

contract performance schedule;

(ii) Meeting contract 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, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### 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. See 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."

#### 12. DHS Seal, Logo, and Flags.

- 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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “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. Compliance with Federal Law, Regulations, and Executive Orders.

- 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. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “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. The following provides a contract clause regarding no obligation by the Federal Government: “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. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “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**

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**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 statutes. 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.

**Organization Address:** 6301 Benjamin Road, Suite 101, Tampa, FL 33634

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II 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): \_\_\_\_\_

**Part II**

- ☐ 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

**Part III 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 N.J.S.A. 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	

**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



**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
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 Hillsborough

ss:

I, Steve Benjamin residing in Tampa  
(name of affiant) (name of municipality)  
in the County of Hillsborough and State of Florida of full  
age, being duly sworn according to law on my oath depose and say that:

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 Solicitation Number 20-12, and that I executed the said proposal with  
(title of bid proposal)  
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the Region 4  
(name of contracting unit)  
relies upon the truth of the statements contained in said Proposal  
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent  
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to

before me this day

December 8, 2020  
Elizabeth Casale  
Notary public of

My Commission expires 7/21/2024

(Seal)



Elizabeth Casale  
Comm. #HH022048  
Expires: July 21, 2024  
Bonded Thru Aaron Notary

[Signature]  
Signature  
Steve Benjamin  
(Type or print name of affiant under signature)

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

**Company Name:** Audio Visual Innovations, Inc.

**Street:** 6301 Benjamin Road, Suite 101

**City, State, Zip Code:** 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 Certificate of Employee Information Report

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***

**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 its 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 N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). 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 <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. 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 [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). 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.

## 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 N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 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\*
- 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
  - 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 N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 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.**

\* N.J.S.A. 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.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

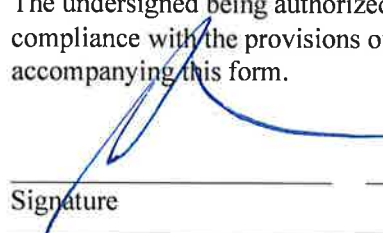
Required Pursuant to N.J.S.A. 19:44A-20.26

**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 – Vendor Information**

Vendor Name:	Audio Visual Innovations, Inc.		
Address:	6301 Benjamin Road, Suite 101		
City:	Tampa	State: FL	Zip: 33634

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


Steve Benjamin
Executive Vice President  
 Signature Printed Name Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 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)

**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

Surrogate

Sheriff

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

**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.

**OR**

☒ 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☐ Limited Liability Corporation☐ Limited Liability 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:

Subscribed and sworn before me this 8<sup>th</sup> day of December2020

(Notary Public)

Elizabeth CasaleMy Commission expires: 7/21/2024

(Affiant)

Steve Benjamin, Executive Vice President  
(Print name & title of affiant)

(Corporate Seal)

Version



**Elizabeth Casale**  
Comm. #HH022048  
Expires: July 21, 2024  
Bonded Thru Aaron Notary

**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](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

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

Quote Number: 20-12

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 <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. 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**



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.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Steve Benjamin

Signature: \_\_\_\_\_

Title: Executive Vice President

Date: 03/02/2021

DOC #7

**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

Registration Date: 11/23/2020  
Expiration Date: 11/22/2021



# 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:

2020  
AVI-SPL LLC

**Responsible Representative(s):**

Steven Benjamin, Vice-President

**Responsible Representative(s):**

John Zettel, CEO

A handwritten signature in black ink, reading "RA Angelo".

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.

**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*

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

**Elizabeth Maher Muoio  
State Treasurer**

Certificate Number : 6116250382

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](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: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

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

Name: Steve Benjamin Title: Executive Vice President

Signature:  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  
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**

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

**OR**

☐ 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 continuing obligation 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 criminal prosecution 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

Steve Benjamin, Executive Vice President

Print Name and Title

12/08/2020

Date





## 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](http://www.avispl.com)

Prepared By: Jay Bosch  
[Jay.Bosch@avispl.com](mailto: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



- **Glassdoor** Top CEO—John Zettel

#### 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 highly-skilled 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 tradeshow.
- 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.



## 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](#)
- [State and local government agency solutions](#)
- [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](mailto:kschornhorst@gsu.edu)

### **Robert Levitt**

Manager, Audio & Video Services  
Michigan Medicine  
Health Information Technology & Services  
[rlevitt@med.umich.edu](mailto:rlevitt@med.umich.edu) | 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

Response for Proposal  
Region 4 Education Service Center ("ESC")  
Solicitation Number 20-12

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](mailto: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](mailto: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: [chris@rsip.lsu.edu](mailto:chris@rsip.lsu.edu)

**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](mailto:larry.fox@austincc.edu)

**Stark County, OH**

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

Response for Proposal  
Region 4 Education Service Center ("ESC")  
Solicitation Number 20-12

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



Canton, OH 44702-1405  
Phone: 330-451-7702  
[BLWadian@starkcountyohio.gov](mailto: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](mailto:dtansey@loraincounty.us)



## 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, cloud-based 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 pace 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





## Contractor Profile

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

<b>AVI-SPL, Inc.</b>	Parent-company
6301 Benjamin Road, Suite 101	Phone: 813-884-7168
Tampa, FL 33634	Toll Free: 800-282-6733
<a href="http://www.avispl.com">www.avispl.com</a>	Fax: 813-882-9508

<b>Audio Visual Innovations, Inc.</b> (wholly owned subsidiary of AVI-SPL, Inc.)	FEIN: 59-1958935
Incorporated under the laws of Florida on April 01, 1980	Cage Code: 0D2N6
Charter Number: 665782	DUNS: 03-729-3974
	NAICS: 238210
	SIC: 1731

<b>Signal Perfection, Ltd.</b> (wholly owned subsidiary of AVI-SPL, Inc.)	FEIN: 52-1760942
Incorporated under the laws of Maryland on February 03, 1992	Cage Code: 0UUB9
Charter Number: D03365921	DUNS: 78-733-3863
	NAICS: 238210
	SIC: 1731

<b>AVI-SPL Canada, Ltd.</b> (wholly owned subsidiary of AVI-SPL, Inc.)	Business Number: 844489500
Incorporated under the laws of Canada on November 18, 2011	Charter Number: 2020725079

<b>AVI-SPL Limited</b> (wholly owned subsidiary of AVI-SPL, Inc.)	VAT Number: 152 7478 93
Incorporated under the laws of England and Wales on May 11, 2012	Charter Number: 08281689

<b>AVI-SPL Deutschland GmbH</b> (wholly owned subsidiary of AVI-SPL Limited)	VAT Number: 045 228 68451
Incorporated under the laws of Germany on September 16, 2016	Charter Number: 106509

<b>AVI-SPL Switzerland GmbH</b> (wholly owned subsidiary of AVI-SPL Limited)	VAT Number: CHE-463.270.435
Incorporated under the laws of Switzerland on June 7, 2017	Charter Number: CHE-226.425.425

<b>AVI-SPL Corp Singapore Pte. Ltd.</b> (wholly owned subsidiary of AVI-SPL, Inc.)	VAT Number: 201842656N
Incorporated under the laws of Singapore on December 12, 2018	Charter Number: 201842656N

<b>AVI-SPL Hong Kong Pte. Limited</b> (wholly owned subsidiary of AVI-SPL, Inc.)	VAT Number: 23/70304315
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:**

<b>Bank References:</b>	<u>Webster Bank</u> 436 Slater Road New Britain, CT 06053 Contact: Darija Musovski Phone: 212-806-4541 Account: 0010962666
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**Credit References:**

Legrand AV  
6436 City West Parkway  
Eden Prairie, MN 55344  
Contact: Mary Helman  
P: (952) 225-6706  
E: [Mary.Helman@milestone.com](mailto:Mary.Helman@milestone.com)

15 Volvo Drive  
Rockleigh, NJ 07647  
Contact: Rona Topiel  
P: (201) 767-3400 ext. 10312  
F: (201) 767-1904  
E: [rtopiel@crestron.com](mailto:rtopiel@crestron.com)

Crestron Electronics, Inc.

Shure, Inc.

Response for Proposal  
Region 4 Education Service Center ("ESC")  
Solicitation Number 20-12

5800 W. Touhy Avenue  
Niles, IL 60714  
Contact: Lita Wilburn  
E. [wilburn.lita@shure.com](mailto:wilburn.lita@shure.com)

Harman Professional

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



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



## 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.



## 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



## 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:





## 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.)
  - Commercial Team Advisory Board for Collaboration
  - Advanced Collaboration Architecture Specialization
  - Express Foundation Specialization
  - Small and Midsize Business Specialization (Canada and U.K.)
- ClearOne
- Crestron
  - Elite Platinum Partner
  - Enterprise Alliance
- Crown
- Extron
- Kramer
- Microsoft
  - Gold Partner: Surface
  - Cloud Productivity Partner: Silver
- National Systems Contractor Association
  - 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)
  - Audinate
    - Dante Certification Level 1
    - Dante Certification Level 2
  - AVIXA following shows number of type of certification
    - 609 - CTS
    - 60 - CTS-D
    - 113 - CTS-I
    - 28 – (CTS-D and CTS-I)
- Three circular AVIXA Certified Technology Specialist (CTS) logos are displayed side-by-side. The first is labeled 'CTS' and 'DESIGN'. The second is labeled 'CTS-D' and 'DESIGN'. The third is labeled 'CTS-I' and 'INSTALLATION'. Each logo has a yellow border and a red center with white text.
- employees, followed by
- Barco
    - Barco Certified Specialist -Transform-N
  - Biamp
    - Vocia
    - Audia
    - Tesira, TesiraFORTE, TesiraSERVER, TesiraLUX
  - Cisco
    - Certified Design Associate (CCDA)
    - Certified Design Professional (CCDP)
    - Certified Network Professional (CCNP), CCNP Voice (CCNP-V)
    - Sales Expert
  - ClearOne
    - Technical Specialist
  - CompTIA
    - CompTIA IT Fundamentals
    - CompTIA Net+
    - CompTIA A+
    - CompTIA Security+
  - Crestron
    - Master Programmer
      - Certified Crestron Programmer (CCP, Silver, and Gold)
      - Crestron SIMPL# and SIMPL#Pro Certification
    - Master Technology Architect
    - Digital Media Networking Certification (M-NVX)
    - DM Certified Designer– 4K (DMC-D-4K)
    - DM Certified Engineer – 4K (DMC-E-4K)
    - NVX
  - Extron
    - XTP Systems
    - Certified Programmer





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



## 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

**Largest**

AV Integrator in  
North America

### 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



**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**

**St. Paul**

2730 Arthur Street, Roseville, MN 55113, Phone: (651) 287-7000

**Nebraska**

**Omaha**

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

**New Hampshire**

**Nashua**

9 Trafalgar Square, Suite 140, Nashua, NH 03063

**New Mexico**

**Albuquerque**

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

**New York**

**New York**

205A Chubb Avenue, Lyndhurst, NJ 07071, Phone: (718) 806-4040

**North Carolina**

**Charlotte**

8301 Arrowridge Blvd, Suite B, Charlotte, NC 28273, Phone: (704) 523-5886

**Durham**

4018 Patriot Drive, Suite 150, Durham, NC 27703, Phone: (919) 806-1009

**Greensboro**



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

## **Ohio**

### Cleveland

335 Ken Mar Industrial Parkway, Broadview Heights, OH 44147 Phone: (440) 740-0630

### Dayton

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

### Nashville

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**

### Seattle

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

**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**

Frankfurt

Im Gefierth 11, 63303 Dreieich, Germany, Phone: +49 6103 4857-0

**United Arab Emirates**

Dubai

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 0NR, Phone: 0800 181 4425



## Client List

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

### Enterprise:



### Financial:



### Education:



### Government:



### Healthcare:



### Hospitality:



### Sports & Entertainment:



### House of Worship:



### Technology:



### Energy:



## 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.





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:

Response for Proposal  
 Region 4 Education Service Center ("ESC")  
 Solicitation Number 20-12

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





## TAB 5: Value Add

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 engineering-intensive 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 high-fidelity 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.



## TAB 5:

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



## TAB 5:

### 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.

### 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, 24x7
- Specialist 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



## TAB 5:

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

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

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

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

#### **Extended Hardware Warranty\***

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

\*Owner Furnished Equipment Not Included

#### **Enhanced On-site Response**

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

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

#### **Preventative Maintenance Check**

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

#### **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 its maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include lamps, bulbs, filters, fuses, batteries).

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





## 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 undue 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.



## TAB 5:

### 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® user experience management application
- Virtual Meeting Room, a self-service video collaboration solution



TAB 5:

## 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™ 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.



TAB 5:

## 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.



## TAB 5:

# Project Implementation Process

## Integration Process

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

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

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

### Phase I - Consultation

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

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

### Phase II - Engineering & Design

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

The goals for this phase of the project are:

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



## 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

**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).*

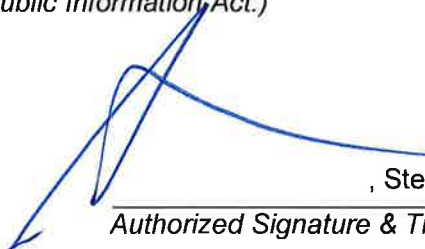
Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ 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 confidential 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

Date

  
\_\_\_\_\_, Steve Benjamin, EVP  
Authorized Signature & Title

**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;
2. 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.

**Signature**

**Printed Name**

**Address**

6301 Benjamin Road, Ste 101

**Position with Company**

Tampa, FL 33634

**Official  
Authorizing  
Proposal**

**Signature**

Steve Benjamin

**Printed Name**

Executive Vice President

**Position with Company**

**Phone**

(813) 884-7168

**Fax**

(813) 882-9508

# CERTIFICATE OF INTERESTED PARTIES

**FORM 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 parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

AVI-SPL LLC  
Tampa, FL United States

Certificate Number:  
2021-722096

Date Filed:  
03/02/2021

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Solicitation Number 20-12  
Audio Visual Equipment, Accessories and Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zettel, John	Tampa, FL United States	X	
	Reese, Jan	Tampa, FL United States	X	
	Benjamin, Steve	Tampa, FL United States	X	
	AVI-SPL Global LLC	Tampa, FL United States	X	

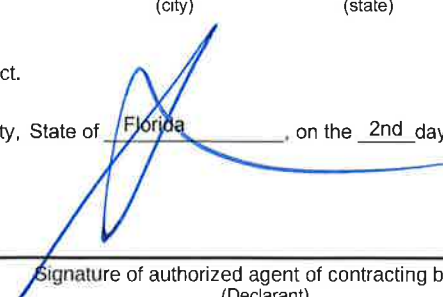
**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is Steve Benjamin, and my date of birth is 05/13/1960.

My address is 6301 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 correct.

Executed in Hillsborough County, State of Florida, on the 2nd day of March, 20 21.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

## 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:

Starting 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](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](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>



**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., a contractor engaged by

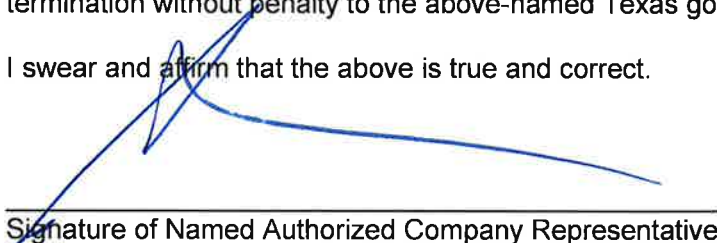
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, 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 <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

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 affirm that the above is true and correct.

  
Signature of Named Authorized Company Representative

12/08/2020

Date