

**Region 4 Education Service Center**

**Contract # R250401**

for

Audio Visual Products and Services

with

**AVI-SPL LLC**

**Effective: October 1, 2025**

The following documents comprise the executed contract between the Region 4 Education Service Center and AVI-SPL LLC, effective October 1, 2025:

- I. Vendor Contract and Terms & Conditions
- II. Executed Offer and Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

## APPENDIX A

### CONTRACT

*This Contract ("**Contract**") is made as of October 1, 2025, by and between AVI-SPL LLC ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Audio Visual Solutions and Services ("the products and services").*

### RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-04 for ("RFP"), 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 initial 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 in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

- 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 consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.
- 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. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
  - iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
  - iv. RFP and any Addenda,
  - v. Region 4's Electronic Bid Certifications,
  - vi. Offeror's Best and Final Offer, as accepted by Region 4, and
  - vii. Offeror's proposal, as accepted by Region 4.
- 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. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE /TERMINATION OF CONTRACT".
- 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. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE".
- e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.
- 12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".
- 13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

- 14) Delivery. Conforming products 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 by Region 4 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.
- 17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. 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. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".
- 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. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.
- 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. This requirement is in addition to other provisions contained in this RFP related to criminal history information.
- 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.
- 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. Should the original or addended proposal solicitation identify insurance is required to perform a work, 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.

**REGION 4 EDUCATION SERVICE CENTER**  
**STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS**

These Standard Terms and Conditions for Procurement Solicitations (“Terms and Conditions” or “General Terms and Conditions”); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER’S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same (“RFP”) (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR’S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4’s Electronic Bid Certifications; (6) VENDOR’s Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR’S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

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**GENERAL TERMS AND CONDITIONS**

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**1 PROPOSAL PREPARATION**

**.1 Contract for Purchase**

The Contract(sometimes referred to as “Contract” or “Agreement”) constitutes a binding contract between REGION 4 Educational Service CENTER (“REGION 4 ESC”, “REGION 4” or “CENTER”) and the VENDOR (“VENDOR”), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR’S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR’S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR’S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER’S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER’S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

**.2 Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

**.3 Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term "CONFIDENTIAL" on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

**.4 Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR's own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s' attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

**2 STATEMENT OF INCLUSION/APPLICABILITY**

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

### **3 GENERAL TERMINOLOGY**

Throughout this document, the terms "Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

### **4 CONTRACT PERIOD**

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

### **5 ADDENDUMS**

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review <https://region4esc.ionwave.net> to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

### **6 CHANGES AND AMENDMENTS**

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC's Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

## **7 REQUESTS FOR EXPLANATION/INTERPRETATION**

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

## **8 SPECIFICATIONS**

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

## **9 CONTRACTOR'S RESPONSIBILITY**

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

## **10 SUBCONTRACTORS**

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

## **11 INSURANCE REQUIREMENTS**

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

- .1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.
- .2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.
- .3 All of VENDOR'S insurance coverage shall be primary and non-contributory.
- .4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.
- .5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.
- .6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.
- .7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.
- .8 Casualty Insurance and Securities-Minimum Requirements:
  - a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
  - b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - \$1,000,000; Aggregate - \$2,000,000
  - c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance\*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
  - d. Bodily Injury and Property Damage Combined Single Limit: \$1,000,000
  - e. Umbrella Liability Insurance (Excess): \$1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

## **12 PROPOSAL EVALUATIONS AND AWARDS**

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,<sup>1</sup> REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
  - has its principal place of business in this state; or
  - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

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<sup>1</sup> As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

### 13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

### 14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

**15 TAX**

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

**16 WITHDRAWALS OR MODIFICATION OF PROPOSAL**

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

**17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS**

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

## **18 CONTRACTS AND PURCHASE ORDERS**

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

## **19 NON-PERFORMANCE/TERMINATION OF CONTRACT**

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement, the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled "Funding Out Clause."
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

## **20 FORCE MAJEURE**

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

## **21 NON-COLLUSION CERTIFICATION**

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

## **22 NO ASSIGNMENT**

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

## **23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS**

- .1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.
- .2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.
- .3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

- .4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.
- .5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.
- .6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.
- .7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- .8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- .9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.
- .10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.
- .11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.
- .12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.
- .13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.
- .14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.
- .15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.
- .16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.
- .17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor's email address provided in the Vendor's response to the RFP or at such other email address provided by Vendor.

**24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES**

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

**25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS**

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

**26 DISPUTES/VENUE/ATTORNEYS' FEES**

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

**27 WAIVER**

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**28 INTERPRETATION – PAROLE EVIDENCE**

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

## **29 RIGHT TO ASSURANCE**

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## **30 FUNDING OUT CLAUSE (NON-APPROPRIATION)**

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

## **31 RELATIONSHIP OF PARTIES**

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

**32 INTELLECTUAL PROPERTY**

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

**33 RIGHT TO AUDIT**

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 VENDOR'S pricing that is offered 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 VENDOR'S pricing at VENDOR'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.

**34 PROPOSAL ACCEPTANCE**

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

**35 PAYMENT**

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

**36 LAWS AND REGULATIONS**

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

**37 LAW AND WAGE RATES**

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

**38 DAMAGES**

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

**39 VENDOR ASSURANCE**

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

**40 VENDOR EXPERIENCE**

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**41 PROPRIETARY INFORMATION OR TRADE SECRETS**

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

**42 SURVIVAL**

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR 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 VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

**43 SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### **44 EDUCATIONAL RECORDS**

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

#### **45 CENTER'S CONFIDENTIAL INFORMATION**

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

#### **46 INVOICING AND PAYMENT**

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

- .1 One invoice shall be submitted per CENTER Purchase Order.
- .2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

- .3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
- .4 Invoice shall reference the CENTER Purchase Order Number.
- .5 Invoice shall be in duplicate.
- .6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
- .7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
- .8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
- .9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

#### **47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE**

- .1 TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**
- .2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.
- .3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.
- .4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.
- .5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.
- .6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

#### **48 QUALITY, WARRANTY, AND SUBSTITUTIONS**

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

- .1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

- .2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;
- .3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;
- .4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;
- .5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
- .6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;
- .7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and
- .8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.
- .9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

#### **49 LICENSES AND PERMITS; PERFORMANCE**

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

**50 SUPPORT**

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

**51 NO WAIVER OF BREACH**

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

**52 NO WAIVER OF IMMUNITY**

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

**53 PRODUCT RECALLS**

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

**54 TEXAS HAZARD COMMUNICATION ACT**

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

**55 HAZARDOUS MATERIALS**

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

**56 TEXAS PUBLIC INFORMATION ACT**

- .1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.
- .2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.
- .3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."
- .4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.
- .5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.
- .6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.
- .7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

**57 NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

**58 NOTICE**

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**59 NON-EXCLUSIVITY**

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

## **60 INTELLECTUAL PROPERTY**

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

## **61 INDEBTEDNESS**

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

## **62 FEDERAL GRANT REQUIREMENTS**

- .1 All contracts under federal awards must meet federal, state and local requirements.
- .2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
- .3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).
- .4 All services shall be completed during the effective dates of the Agreement.
- .5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.
- .6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.
- .7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.
- .8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- .9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.
- .10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).
- .11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
- .12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC's Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women's business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

**Deviation Form for Region 4 ESC Terms Only- Redlines**

✓ 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.)*

| <b>Section/Page/Line</b>   | <b>Exception/Proposed Modification<br/>(Deviation should be submitted in detail by redlining the document when possible)</b>  | <b>Accepted<br/>(For Region 4 ESC’s use)</b> |
|--|---|--|
| Standard Terms and Conditions pp. 10-12<br><br>Section 19 (Non-Performance/Termination of Contract)<br><br>Appendix A Contract pp. 3, Section 11e) (Standard Cancellation for Convenience) | In the event of termination for convenience, AVI-SPL also needs to be reimbursed at cost for any third party restocking/cancellation fees incurred  | Approved                                     |
| Standard Terms and Conditions pp. 18-19<br><br>Section 46 (Invoicing and Payment)<br><br>Appendix A Contract pp. 4, Section 16 (Payments)  | In the event the period of performance under a purchase order lasts for a period of more than thirty days, AVI-SPL needs the ability to bill on a monthly basis in arrears for services performed and product delivered | Approved                                     |

**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 on the Deviation Form submitted with the request for proposal.

Company Name AVI-SPL LLC  
Address 6301 Benjamin Road, Suite 101  
City/State/Zip Tampa, FL 33634  
Telephone No. (813) 884-7168  
Email Address Mark.Payne@avispl.com  
Printed Name Mark Payne  
Title Chief Financial Officer  
Authorized signature Mark Payne Digitally signed by Mark Payne  
Date: 2025.05.16 17:52:01 -04'00'

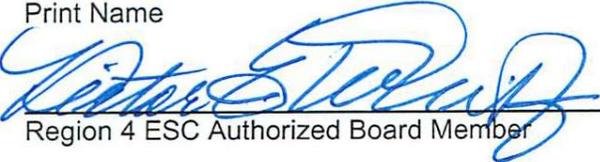
**Accepted by Region 4 ESC:**

Contract No. R250401

Initial Contract Term 10/1/2025 to 9/30/2028

 8/26/2025  
Region 4 ESC Authorized Board Member Date

Linda Tinnerman  
Print Name

 8/26/2025  
Region 4 ESC Authorized Board Member Date

Victor E. White  
Print Name



## 25-04 Addendum 1

### AVI-SPL LLC

### Supplier Response

#### Event Information

Number: 25-04 Addendum 1  
Title: Audio Visual Solutions and Services  
Type: Request for Proposal - Region 4 ESC  
Issue Date: 4/16/2025  
Deadline: 5/29/2025 02:00 PM (CT)  
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:  
[region4esc.ionwave.net](http://region4esc.ionwave.net).

**No manual, emailed, or faxed proposals will be accepted.**

#### Contact Information

Address: Procurement  
7145 West Tidwell Road  
TX 77092  
Email: [questions@esc4.net](mailto:questions@esc4.net)

## AVI-SPL LLC Information

Contact: bids AVI-SPL  
Address: 6301 BENJAMIN RD  
SUITE 101  
Tampa, FL 33634  
Phone: (813) 884-7168

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

Mark Payne

*Signature*

Submitted at 5/29/2025 01:44:52 PM (CT)

Mark.Payne@avispl.com

*Email*

## Requested Attachments

### Offer and Contract Signature Form

Offer and Contract Signature  
Form\_Executed.pdf

Please complete, sign and upload the Offer and Contract Signature Form, located on the Attachments tab.  
(REQUIRED)

### Deviation Form

Deviation Form.pdf

Please complete and upload the Deviation Form, located on the Attachments tab. \*NOTE: Any and add Deviations to any term or condition found in this RFP must be noted on this form. (REQUIRED)

### W-9 Upload

2025 W-9 AVI-SPL LLC.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

### Products and Pricing

Region 4 Omnia renewal FINAL  
VERSION.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

### Disclosure of Interested Parties form or Evidence of Exemption

Form 1295 Certificate  
101375839\_Executed.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

### Conflict of Interest Questionnaire

*No response*

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

### Diversity, HUB Certifications

*No response*

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

### Value Added Services

*No response*

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

### OMNIA Partners - Exhibit A - Response for National Cooperative Contract

Deviation Form.pdf

Complete and upload your response to Exhibit A - Response for National Cooperative Contract. This upload shall consist of a single document of the Proposer's own design that addresses the information in Exhibit A.

## OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA Partners - Exhibit F  
Federal Funds Certifications  
Form\_Executed.pdf

Complete and upload your response to Exhibit F - Federal Funds Certification. This upload should consist of a single document completed with all checkboxes, initials, signatures, and information fields filled in as appropriate.

## OMNIA Partners - Exhibit G New Jersey Business Compliance

AVI-SPL LLC- New Jersey Public  
Works Certificate  
Cert730025\_RD\_10282021-  
154719.pdf

Complete and upload your response to Exhibit G - New Jersey Business Compliance. This upload should consist of a single document that is comprised of DOC #1 through DOC #10, with all checkboxes, initials, signature, and information fields completed as appropriate.

## Additional Agreements Offeror will require Participating Agencies to sign.

No response

If the Offeror will require individual agencies to complete any additional requirements or agreements outside of what is proposed and agreed to during this proposal solicitation, Offeror must submit such requirements or agreements as an uploaded file here. If uploading more than one file, select "New" under the "Other Response Attachments" section found lower on this webpage, and upload as many documents as is necessary to submit all additional requirements for participating agencies.

## Dunn & Bradstreet Report

AVI-SPL LLC-DUNS Credit  
Report.pdf

## Response Attachments

### Omnia Partners Response.pdf

AVI-SPL Proposal Response

## Bid Attributes

|          |   |
|----------|---|
| <b>1</b> | <b>CONTRACT DURATION</b><br>The initial 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 in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.<br><input checked="" type="checkbox"/> I certify compliance with this attribute. |
| <b>2</b> | <b>NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL</b><br><input type="text" value="AVI-SPL LLC"/>  |
| <b>3</b> | <b>HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME</b><br><input type="text" value="44"/>  |
| <b>4</b> | <b>WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?</b><br><input type="text" value="8000"/>   |

|    |   |
|----|---|
| 5  | <b>WHAT ARE YOUR BUSINESS HOURS?</b><br><input type="text" value="8-5"/>  |
| 6  | <b>IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?</b><br>If Yes, type "YES".<br>If No, describe your payment schedule in the field provided.<br><input type="text" value="Yes"/>   |
| 7  | <b>WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?</b><br>Provide your answer in number of DAYS after receipt of order (ARO).<br><input type="text" value="3-5 business days"/>  |
| 8  | <b>ACCOUNT MANAGER NAME</b><br>Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.<br><input type="text" value="Kevin Schornhorst"/>  |
| 9  | <b>ACCOUNT MANAGER EMAIL</b><br><input type="text" value="Kevin.Schornhorst@avispl.com"/>   |
| 10 | <b>ACCOUNT MANAGER PHONE</b><br><input type="text" value="(770) 630-5484"/>   |
| 11 | <b>PAYMENT REMITTANCE ADDRESS</b><br><input type="text" value="PO Box 739159 Dallas, TX 75373-9159"/>   |
| 12 | <b>PAYMENT REMITTANCE PHONE</b><br><input type="text" value="(813) 884-7168"/>  |
| 13 | <b>CONTRACT/PURCHASE ORDER/QUOTE EMAIL</b><br>Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.<br><input type="text" value="No response"/> |
| 14 | <b>CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE</b><br>If applicable, please provide a fax number to send orders and quote requests.<br><input type="text"/>   |
| 15 | <b>REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE</b><br>Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.<br><input type="text" value="No response"/>  |

|                |  |
|----------------|--|
| <b>1<br/>6</b> | <b>COMPANY WEBSITE ADDRESS, IF APPLICABLE</b><br><input type="text" value="www.avispl.com"/> |
|----------------|--|

|                |  |
|----------------|--|
| <b>1<br/>7</b> | <b>HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?</b><br>In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.<br><input type="text" value="Email"/> |
|----------------|--|

|                |  |
|----------------|--|
| <b>1<br/>8</b> | <b>REFERENCE 1</b><br>Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include: <ul style="list-style-type: none"><li>• Entity Name</li><li>• Contact name and title</li><li>• Contact phone number and email address</li><li>• Contact city and state</li><li>• Years of service provided</li><li>• Description of services/products provided</li><li>• Annual volume of business handled for the customer</li></ul> <input type="text" value="Please see attached response"/> |
|----------------|--|

|                |  |
|----------------|--|
| <b>1<br/>9</b> | <b>REFERENCE 2</b><br>Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include: <ul style="list-style-type: none"><li>• Entity Name</li><li>• Contact name and title</li><li>• Contact phone number and email address</li><li>• Contact city and state</li><li>• Years of service provided</li><li>• Description of services/products provided</li><li>• Annual volume of business handled for the customer</li></ul> <input type="text" value="Please see attached response"/> |
|----------------|--|

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|----------------|--|
| <b>2<br/>0</b> | <b>REFERENCE 3</b><br>Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include: <ul style="list-style-type: none"><li>• Entity Name</li><li>• Contact name and title</li><li>• Contact phone number and email address</li><li>• Contact city and state</li><li>• Years of service provided</li><li>• Description of services/products provided</li><li>• Annual volume of business handled for the customer</li></ul> <input type="text" value="Please see attached response"/> |
|----------------|--|

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|----------------|--|
| <b>2<br/>1</b> | <b>THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.</b><br><input type="text" value="Florida"/> |
|----------------|--|

**2**  
**2** **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

**2**  
**3** **PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

I understand.

**2**  
**4** **PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

I understand.

**2**  
**5** **ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

I understand.

**2**  
**6** **How does the Offeror handle returns and restocking? Describe the return policy, restocking fees, and how these processes are managed.**

Our 30-day return program means you may return your purchase, excluding special orders, non-stock products and opened lamps, to us should you be dissatisfied with your purchase within thirty (30) days of receipt of the product. You must return the item(s) to us insured for full value, with original packaging, documentation, blank warranty card, original UPC codes on the manufacturer boxes and all manuals and accessories. If you are returning a projector and it has less than four (4) hours on the lamp, then you will not be charged a restocking fee. If your projector has four (4) to ten (10) hours on the lamp, and/or evidence of excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. If your projector has greater than ten (10) hours on the lamp, you may not return the projector for credit or exchange. Instead the projector may be repaired under warranty according to manufacturer guidelines.

**2**  
**7** **How does the Offeror respond to emergencies? Please outline the emergency response process for urgent orders.**

AVI-SPL recognizes an ongoing exposure to natural and manmade disasters that have the potential to disrupt critical company operations and business functions. Proper planning enables AVI-SPL to anticipate hazards and develop procedures to minimize a disaster's impact, reduce or eliminate down time, as well as reduce adverse publicity, minimize loss of market share, and protect the safety and health of our greatest asset: AVI-SPL's employees. AVI-SPL's customers, clients, vendors, and suppliers have a legitimate interest in being assured that in the event of a disaster, AVI-SPL can quickly respond, recover, and resume operations with minimal or no interruption. As a multi-location national leader in the Audio Visual industry, AVI-SPL has developed a comprehensive Disaster Recovery and Business Continuity Plan, which is continually reviewed, updated, and periodically tested.

|    |  |
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| 28 | <p><b>What is Offeror's average Fill Rate?</b></p> <p>Unavailable</p>  |
| 29 | <p><b>What is the Offeror's history of meeting delivery timelines? Provide the vendor's average on-time delivery and fill rates.</b></p> <p>Typical durations to deliver specific room types for new construction from Procurement to completion is dependent upon complexity of design, equipment availability and timeline for on site construction requirements.</p>  |
| 30 | <p><b>How does the Offeror ensure product/service quality? Describe the quality standards and warranty options for products/services.</b></p> <p>AVI-SPL offers a workmanship warranty period of ninety (90) days from the delivery and acceptance of products and services. In addition, we offer flexible service programs that can be purchased for unlimited 24x7 technical support, global onsite dispatch, access to manufacturer software updates and upgrades, online ticketing, and hassle-free manufacturer warranty coordination through our AVI-SPL Global Support and Maintenance service options. These enhanced services provide organizations cost-effective solutions to service, support, scale, and secure collaboration environments.</p>  |
| 31 | <p><b>Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.</b></p> <p>Elite Onsite - Service Details Elite Onsite provides 24/7 unlimited remote technical support and onsite dispatch services including facilitation of manufacturer repair or replacement programs and access to manufacturer published software updates and upgrades. Available by phone or online portal anytime day or night. - Remote Help Desk, 24/7 – Our Global Help Desk is staffed by certified experts and available 24/7 to diagnose a problem or implement a repair remotely. With an average 60 second speed of answer, we are dedicated to resolving support requests as quickly as possible. - Repair/Replacement Facilitation – Our technicians assist in identifying faulty equipment that is repairable or can be replaced at no charge under manufacturer warranty, providing remote installation assistance and arranging for the return of the defective equipment. - Unlimited Onsite Support – When your problem cannot be resolved remotely or when parts replacement is necessary, Elite Onsite eliminates var</p>   |
| 32 | <p><b>Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.</b></p> <p>Here's a sample invoice process for AVI-SPL, focusing on a hypothetical flow that includes key stages from project completion to payment. AVI-SPL Invoice Process 1. Project Completion &amp; Review - Project Delivery: Once AVI-SPL completes the agreed scope of work (e.g., AV installation, managed services, integration, etc.), the project manager conducts a final review to ensure all deliverables meet the client's requirements. - Client Sign-Off: The client reviews the completed work and provides formal approval, either via a digital signature, email confirmation, or project completion certificate. 2. Generate Invoice - Input Project Data: The project manager or designated finance personnel gathers project information, including labor, equipment, and additional services rendered. This may include: - Itemized equipment and hardware costs (e.g., AV displays, projectors, cabling). - Labor and installation costs. - Professional services fees (e.g., programming, integration, managed services).</p> |
| 33 | <p><b>How will the Offeror ensure smooth contract implementation? Describe the transition plan for customers adopting the Offeror's goods/services.</b></p> <p>As part of our governance approach and to ensure a successful service transition, AVISPL uses an ITIL based Service Transition methodology to make sure that our customer's Business Outcomes are realized, and that our Service Teams will be ready to support you our customer. AVI-SPL bases our approach on what we believe to be a realistic, low risk approach to meet long-term customer goals. Our relationship would be based on a multistage process that will act as a blueprint for the service, and as an on-going model against which the services would be delivered. The model is based on the principle of continual improvement that is focused and driven by the User Experience being key. At a high-level there are four key phases: TRANSITION - An initial transition plan will be created to identify key tasks and resource/team requirements to ensure an immediate and successful transition process. TRANSFORM – Implement the on-going process of transforming your service to the future operational pr</p>                                       |

|        |   |
|--------|---|
| 3<br>4 | <p><b>Describe the financial condition of Offeror.</b></p> <p>Experienced and financially stable technology contractor</p>  |
| 3<br>5 | <p><b>Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.</b></p> <p>N.A</p>   |
| 3<br>6 | <p><b>Describe the Offeror's safety record.</b></p> <p>AVI-SPL has several safety policies in place including but not limited to a written health and safety manual, fire prevention plan, injury/illness program, return to work/light duty program, emergency action plan, fall protection plan, hazard identification/communication plan, first-aid &amp; CPR program, incident investigation program, and a safety training program for all employees.</p>  |
| 3<br>7 | <p><b>Provide a brief history of the Offeror, including year it was established and corporate office location. Please also provide experience providing similar products and services.</b></p> <p>Our expertise comes from more than 40 years of experience empowering people to communicate more effectively. We started as a local AV company in 1979 and are now a global digital enablement solutions provider who transforms how people and technology connect to create better outcomes for our customers. We'll transform how your people use AV and UC technology to connect and collaborate with one another. 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). Today, we have 65+ AVI-SPL locations throughout North America, Europe, and Asia, including our new offices in Hong Kong, Singapore, India, and Mexico. We expanded our footprint, customer base, and capabilities through strategic acquisitions include Anderson Audio Visual, VideoLink LLC, Sharp's Audio Visual, Interactive Solutions, Inc., Digital Video Networks, SKC Communications, Adtech Systems, Multimedia (Multisistem</p>  |
| 3<br>8 | <p><b>What is the Offeror's reputation in the industry? Provide a brief description of the vendor's standing and reliability in the market.</b></p> <p>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.</p>   |
| 3<br>9 | <p><b>Are the Offeror's products/services well regarded? Please describe how the Offeror's products and services are perceived by customers. You are welcome to include any customer reviews or feedback to illustrate your response.</b></p> <p>As the leading AV and UC provider in the world, AVI-SPL offers a fully implemented Global Program Management Strategy that ensures consistency and accountability for our customers utilizing a local presence with global oversight approach. Our Dedicated Core Team includes an Account Manager, Program Manager and Customer Success Director. Our Global Program Management incorporates local, in-region AVI-SPL resources and vetted Partners through our Dedicated Partner Program that utilizes standardized playbooks and processes for an expected same quality delivery experience each and every time. AVI-SPL continues to grow, having over 70+ brick and mortar offices globally, 4,400 employees and 4 GSOCs (Global Service Operation Centers) that includes 850+ onsite certified technicians at customer locations. We continue to shape the future in the AV and UC industry as indicated with recent awards and recognition: rAVE Reader's Choice "Favorite Integrator of the Year", Inavate APAC Awards Integrato</p> |
| 4<br>0 | <p><b>Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.</b></p> <p>Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.</p> <p>N.A</p>   |

|        |  |
|--------|--|
| 4<br>1 | <p><b>Describe the experience and qualifications of key employees.</b></p> <p>AVI-SPL is committed to providing our clients with the highest level of service. That's why we have 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. All Sr. Project managers have earned PMP certifications based on Project Management Institute (PMI) standards and many of our Project Managers have already earned this designation. All Project Managers attend our AVIX-SPL Project Management Academy which is accredited with AVIXA. Our Design Engineers must be certified with a minimum of a CTS-D. Programmers must be trained and certified by AMX, Crestron or Q-SYS to obtain the position of Senior Programmer. Many Programmers hold their Crestron Master Certified Programmer Certification and Design Engineers hold their Crestron Master Technology Architect (MTA) Certification. AVI-SPL coursework is an integral p</p> |
| 4<br>2 | <p><b>Describe Offeror's experience working with the government sector.</b></p> <p>Very experienced</p>  |
| 4<br>3 | <p><b>Describe any past or present litigation, bankruptcy, reorganization involving supplier.</b></p> <p>None</p>  |
| 4<br>4 | <p><b>Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.</b></p> <p>Very experienced</p>   |
| 4<br>5 | <p><b>Indicate if Offeror is licensed to do business in all 50 states.</b></p> <p><input checked="" type="checkbox"/> Yes<br/><input type="checkbox"/> No</p>  |
| 4<br>6 | <p><b>Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.</b></p> <p>Please refer to our response document attached for value added information.</p>  |
| 4<br>7 | <p><b>For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.</b></p> <p>AVI-SPL operates a live 24x7x365 Support Desk that can receive phone or email requests at any time. Standard onsite dispatch is available during normal operating hours: Monday - Friday 8AM-5PM local time. Support is available outside of standard hours with escalated service offerings.</p>   |
| 4<br>8 | <p><b>How does the Offeror price their products or services?</b></p> <ul style="list-style-type: none"> <li>• Is pricing based on a discount from a manufacturer's price list, catalog, or a fixed price?</li> <li>• Include price and product, service, and/or solutions lists with the following information, if applicable: manufacturer or other part number, product/service description, manufacturers suggested or another list price, and net price.</li> </ul> <p>Pricing is primarily based on subscribed rooms with some options priced per account. Enterprise Managed Services is a subscription model service, allowing changes in technology or even covered locations up to the subscription limit with no change in cost. Additional rooms or service options may be added to the contract at any time during the term on a pro-rated basis.</p>  |
| 4<br>9 | <p><b>Describe any shipping charges (where applicable).</b></p> <p>N/A</p>   |

|    |  |
|----|--|
| 50 | <p><b>Provide pricing for warranties on all products and services.</b></p> <p>See provided Pricing Response for detail.</p>  |
| 51 | <p><b>Describe any return or restocking fees.</b></p> <p>If your projector has less than four (4) hours on the lamp, then you will not be charged a restocking fee. If your projector has four (4) to ten (10) hours on the lamp, and/or evidence of excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. If your projector has greater than ten (10) hours on the lamp, you may not return the projector for credit or exchange. Instead the projector may be repaired under warranty according to manufacturer guidelines. The restock fee will also apply for stocking items that evidence excessive wear and tear.</p> |
| 52 | <p><b>Are there additional discounts or rebates for larger orders or other factors? Please describe any potential savings based on volume, annual spending, or other incentives.</b></p> <p>See provided Pricing Response for detail.</p>  |
| 53 | <p><b>How can the Offeror ensure contract pricing? How can customers verify that they are getting the agreed-upon contract prices?</b></p> <p>See provided Pricing Response for detail.</p>  |
| 54 | <p><b>How will price updates be handled? Describe the frequency and method for price adjustments during the contract term.</b></p> <p>See provided Pricing Response for detail.</p>  |
| 55 | <p><b>How are future product introductions priced? Explain how new products or services introduced during the contract will align with current pricing?</b></p> <p>See provided Pricing Response for detail.</p>   |
| 56 | <p><b>Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.</b></p> <p>Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.</p> <p><i>No response</i></p>   |
| 57 | <p><b>Minority Women Business Enterprise Certification</b></p> <p>If yes, list certifying agency.</p> <p><i>No response</i></p>  |
| 58 | <p><b>Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification</b></p> <p>If yes, list certifying agency.</p> <p><i>No response</i></p>  |
| 59 | <p><b>Historically Underutilized Business (HUB) Certification</b></p> <p>If yes, list certifying agency.</p> <p><i>No response</i></p>   |
| 60 | <p><b>Historically Underutilized Business Zone Enterprise (HUBZone) Certification</b></p> <p>If yes, list certifying agency.</p> <p><i>No response</i></p>   |

|        |   |
|--------|---|
| 6<br>1 | <p><b>Other recognized diversity certificate holder</b></p> <p>If yes, list certifying agency</p> <p><i>No response</i></p>   |
| 6<br>2 | <p><b>Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.</b></p> <p>Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.</p> <p>The Supplier will transition existing Public Agency customers to the Master Agreement by aligning current contracts with the OMNIA Partners terms, ensuring continuity of service and pricing. Dedicated account managers will coordinate with each agency to streamline the transition, provide necessary documentation, and ensure a seamless onboarding process without service disruption.</p> |
| 6<br>3 | <p><b>Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.</b></p> <p>Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.</p> <p><input checked="" type="checkbox"/> Yes<br/><input type="checkbox"/> No</p>  |
| 6<br>4 | <p><b>Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.</b></p> <p>All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:</p> <ul style="list-style-type: none"> <li>• Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency</li> <li>• Best government pricing</li> <li>• No cost to participate</li> <li>• Non-exclusive</li> </ul> <p><input checked="" type="checkbox"/> Yes<br/><input type="checkbox"/> No</p>  |
| 6<br>5 | <p><b>Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:</b></p> <ul style="list-style-type: none"> <li>• Key features of Master Agreement</li> <li>• Working knowledge of the solicitation process</li> <li>• Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners</li> <li>• Knowledge of benefits of the use of cooperative contracts</li> </ul> <p><input checked="" type="checkbox"/> Yes<br/><input type="checkbox"/> No</p>   |
| 6<br>6 | <p><b>Provide the name, title, email and phone number for the person(s), who will be responsible for:</b></p> <ul style="list-style-type: none"> <li>• Executive Support</li> <li>• Marketing</li> <li>• Sales</li> <li>• Sales Support</li> <li>• Financial Reporting</li> <li>• Accounts Payable</li> <li>• Contracts</li> </ul> <p>Kevin Schornhorst, Director SLED Business Development 813-884-7168 kevin.schornhorst@avispl.com</p>   |

**67 Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The Supplier’s national sales force is organized by region, with dedicated account managers and sales teams assigned to specific territories and market segments. Each team is supported by regional directors and a centralized support staff to ensure consistent service and coverage nationwide. The highest-level executive in charge of the sales team is our Director of SLED.

**68 Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

The sales teams will collaborate closely with the OMNIA Partners team by aligning strategic goals, coordinating joint marketing efforts, and leveraging OMNIA’s network to identify opportunities. Dedicated account managers will ensure consistent communication, while regional sales teams will drive adoption, provide training, and deliver ongoing support to Public Agencies—ensuring seamless implementation and sustained growth of the national program.

**69 Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

The Offeror will manage the national program through a dedicated program management team responsible for overseeing all aspects of the Master Agreement. This includes coordinating ongoing marketing and sales initiatives with OMNIA Partners, ensuring prompt setup of new Participating Public Agency accounts, and maintaining contract compliance. Regular performance reviews, centralized reporting, and a structured communication plan will ensure consistent execution and program growth throughout the agreement term.

**70 State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

This level of detail is confidential.

**71 Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

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

*No response*

**72 Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

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

*No response*

**73 Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

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

*No response*

|        |   |
|--------|---|
| 7<br>4 | <p><b>Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.</b></p> <p><input checked="" type="checkbox"/> Yes</p>  |
| 7<br>5 | <p><b>Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.</b></p> <p><input checked="" type="checkbox"/> Yes</p>  |
| 7<br>6 | <p><b>Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.</b></p> <p><input checked="" type="checkbox"/> Yes</p>   |
| 7<br>7 | <p><b>Not to Exceed Pricing</b></p> <p>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.</p>   |
| 7<br>8 | <p><b>Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.</b></p> <p><input type="text" value="https://avispl.com/about-us/locations/"/></p>  |
| 7<br>9 | <p><b>Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,</b></p> <p>to include, but not limited to:</p> <ul style="list-style-type: none"> <li>i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days</li> <li>ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days</li> </ul> <p><input type="text" value="Refer to Project Implementation Plan in the AVI-SPL Response document."/></p> |

**80 Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

- Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners

Please see Project Implementation Plan in the AVI-SPL Response document.

**81 GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

I certify compliance with this attribute.

**82 DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

I certify compliance with this attribute.

**83 FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Non-Felon - person/owner IS NOT a convicted felon

**84 NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

**85 CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

**Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.**

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

I certify compliance with this attribute.

**86 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

**OPTION A:** My business has NOT been certified as HUB.

**OPTION B:** I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

**DISCLOSURE OF INTERESTED PARTIES**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

**IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.**

*THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:*

- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
  - *the value of the contract cannot be determined at the time the contract is executed; and*
  - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

I certify compliance with this attribute.

## CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

*"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

*"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

*"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

*"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.**

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

I certify compliance with this attribute.

**8 ENTITIES THAT BOYCOTT ISRAEL**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.*

I certify compliance with this attribute.

**9 FOREIGN TERRORIST ORGANIZATIONS**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

I certify compliance with this attribute.

**9 FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.*

*EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.*

I certify compliance with this attribute.

**9 ENERGY COMPANY BOYCOTT PROHIBITED**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.*

I certify compliance with this attribute.

**9 CRITICAL INFRASTRUCTURE AFFIRMATION**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

*EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*

*The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."*

I certify compliance with this attribute.

**9  
4** **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.

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

**OPTION A:** 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.

**OPTION B:** We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

*(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.)*

OPTION A - No proprietary information

**9  
5** **CONSENT TO RELEASE PROPOSAL TABULATION**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

I certify compliance with this attribute.

**9**  
**6** **CONTRACTING INFORMATION**

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

*"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."*

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
  - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
  - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

I certify compliance with this attribute.

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**7** **ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I certify compliance with this attribute.

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**8** **FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

**(A)** Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.*

I certify compliance with this attribute.

**9** **FEDERAL RULE (B) - TERMINATION CONDITIONS**

**(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

I certify compliance with this attribute.

**1** **FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY**

**(C)** 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 FR 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.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

I certify compliance with this attribute.

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1 **FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT**

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

*Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

I certify compliance with this attribute.

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2 **FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

*Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

I certify compliance with this attribute.

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3 **FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

*Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

I certify compliance with this attribute.

**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT**

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

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.*

I certify compliance with this attribute.

**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION**

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

*Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

I certify compliance with this attribute.

106 **FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

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

*Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.*

*(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.*

I certify compliance with this attribute.

107 **FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

I certify compliance with this attribute.

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**FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT**

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

I certify compliance with this attribute.

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**FEDERAL RULE (L) - BUY AMERICAN PROVISIONS**

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

*"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*

I certify compliance with this attribute.

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**FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 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.

I certify compliance with this attribute.

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**FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

I certify compliance with this attribute.

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**FEDERAL RULE - PROFIT NEGOTIATION**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

I certify compliance with this attribute.

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**FEDERAL RULE - SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

I certify compliance with this attribute.

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**APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

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**COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

I certify compliance with this attribute.

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**INDEMNIFICATION**

**Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

**Infringements**

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

I certify compliance with this attribute.

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**EXCESS OBLIGATIONS PROHIBITED**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

I certify compliance with this attribute.

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**SUSPENSION AND DEBARMENT**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

I certify compliance with this attribute.

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| 1<br>1<br>9 | <p><b>CHANGE IN LAW AND COMPLIANCE WITH LAWS</b></p> <p>Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p> |
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| 1<br>2<br>0 | <p><b>Does the Offerors offer provide a percentage discount for different categories of products/services? If yes, please describe the discounts for each category. The discount shall remain the same throughout the term of the contract and at the renewal options</b></p> <p>Included in Pricing Sheet submittal.</p> |
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| 1<br>2<br>1 | <p><b>Has the Offeror had a previous business relationship with Region 4? Briefly describe any past contracts or interactions.</b></p> <p>No</p> |
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| 1<br>2<br>2 | <p><b>Does the Offeror have any conflicts of interest with any employees of Region 4 ESC? Please explain any potential conflicts that may exist and submit the proper documentation required under Texas law if a conflict does exist.</b></p> <p>None</p> |
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| 1<br>2<br>3 | <p><b>Total number and location of salespersons employed by Supplier.</b></p> <p>1400</p> |
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| 1<br>2<br>4 | <p><b>Please provide the number and location of support centers (if applicable) and location of corporate office.</b></p> <p><a href="https://avispl.com/about-us/locations/">https://avispl.com/about-us/locations/</a></p> |
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| 1<br>2<br>5 | <p><b>Please provide the annual sales for the three previous fiscal years. Please submit FEIN and Dunn &amp; Bradstreet report.</b></p> <p>\$1.3B</p> |
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| 1<br>2<br>6 | <p><b>List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards.</b></p> <p>If any, list which certifications subcontractors hold and certifying agency.</p> <p>None</p> |
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|-------------|--|
| 1<br>2<br>7 | <p><b>Describe how supplier differentiates itself from its competitors.</b></p> <p>With more than 70+ offices throughout North America, Europe, Middle East, India and Asia, AVI-SPL is second to none when it comes to serving our global customers. No other organization has invested in the resources necessary to organically grow business in all of these regions. All of our offices adhere to the same quality standards and are accustomed to designing, implementing and supporting large, multi-room projects within strict timelines and budgets. To supplement our global business, AVI-SPL has partnered with several pro-AV companies in nearly every major region in the world. These companies have been carefully vetted by AVI-SPL and have a proven track record of successful project deployments in their respective markets. These partnerships, most of which have been in place for at least 5 years, ensure that our global clients will receive the same high quality system implementation and customer service as are provided by our own offices.</p> |
|-------------|--|

|             |  |   |
|-------------|--|---|
| 1<br>2<br>8 | <b>Describe any green or environmental initiatives or policies.</b>  | <a href="https://avispl.com/about-us/esg/">https://avispl.com/about-us/esg/</a>   |
| 1<br>2<br>9 | <b>Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.</b> | The supplier will distribute products and services nationwide through a network of regional offices, authorized partners, and a centralized logistics system to ensure timely delivery and support. All U.S. states, territories, and outlying areas—including Puerto Rico, Guam, and the U.S. Virgin Islands—will be covered under the Master Agreement, with no exclusions.                           |
| 1<br>3<br>0 | <b>Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.</b>  | None  |
| 1<br>3<br>1 | <b>Provide ordering methods, online ordering, order tracking, search options, order history.</b>   | Through online ordering portals, we can greatly minimize processing time and human error that occurs in more manual systems. Additionally, our online catalogs provide photos, technical specifications, and other information from a variety of manufacturers in a single location to reduce the need to search multiple sites to compare products across manufacturers.                               |
| 1<br>3<br>2 | <b>Can the vendor provide all requested goods and services? Explain how the Offeror's products/services fulfill Region 4's needs. Include whether specific categories or items are excluded.</b>                                   | Yes, we provide a full range of audiovisual products and services   |
| 1<br>3<br>3 | <b>What standard price adjustments can be anticipated? Identify any standard increases related to cost-of-living adjustments or other factors that may impact pricing throughout the duration of the contract.</b>                 | Tariffs may affect various manufacturers providing equipment. We will provide these to you as soon as we are notified.  |
| 1<br>3<br>4 | <b>What is the Offeror's capability to meet service and warranty needs? Detail how service requests and warranty claims will be handled.</b>   | Equipment warranty is subject to each applicable manufacturer's warranty policy, repair or replacement requirements. Additional post-install services can be purchased for all hardware AVI-SPL sells/installs. Please discuss this further with your Account Manager for all available options.  |
| 1<br>3<br>5 | <b>What is the Offeror's capability to comply with laws and rules relating to historically underutilized businesses, if any? Confirm compliance and include any relevant details.</b>  | Comply  |
| 1<br>3<br>6 | <b>Are there any additional factors identified in the request for proposal that are relevant to the decision for award?</b>  | N/A   |
| 1<br>3<br>7 | <b>What is the long-term cost impact of the Offeror's products/services? Describe how the pricing and services offered affect Region 4's long-term costs.</b>  | The Offeror's products and services are designed to minimize Region 4's long-term costs through competitive pricing, scalable solutions, and reduced maintenance needs. By offering high-quality, durable equipment and comprehensive support services, the Offeror helps lower total cost of ownership, decrease downtime, and extend product lifecycle—resulting in sustained cost savings over time. |

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## Executive Summary

May 29, 2025

Region 4 Education Service Center  
Houston, Texas 77092

### **Re: RFP 25-04 Audio Visual Solutions and Services**

AVI-SPL is pleased to submit our proposal in response to the Region 4 Education Service Center (ESC) solicitation for Audio Visual Solutions and Services. As a leading provider of audiovisual and unified communications solutions, AVI-SPL brings over four decades of experience delivering innovative, high-quality AV systems to educational institutions and public agencies across the country.

We are proud to have held this contract since April 2021, successfully supporting Region 4 ESC members and participating agencies nationwide. Under the OMNIA Partners contract R201201, AVI-SPL has facilitated more than \$8 million in AV solutions and services to date—demonstrating the value, scalability, and trust built through this partnership.

Our comprehensive approach supports Region 4 ESC's mission to achieve operational efficiency through cooperative purchasing. We offer tailored solutions that address the unique needs of educational environments, including interactive learning systems, video conferencing, digital signage, and AV infrastructure management.

Through our continued partnership with OMNIA Partners, we ensure that our offerings remain accessible and beneficial to a broad range of public entities. Our solutions are designed not only to enhance learning environments but also to promote administrative efficiency through integrated technology platforms.

With a nationwide presence and robust support infrastructure, AVI-SPL is well-equipped to serve Region 4 ESC's members with responsiveness and consistency. Our commitment to quality, innovation, and service excellence positions us as a trusted partner for AV solutions.

Thank you for considering AVI-SPL as your continued strategic audiovisual partner. We are confident that our proven track record, technical expertise, and dedication to customer satisfaction make us the ideal choice to support Region 4 ESC and its cooperative purchasing participants.

Sincerely,

Kevin Schornhorst

## Purchase Price

### 1) How does the Offeror price their products or services?

Hardware and software pricing is a percentage discount off of Manufacturers published MSRP Price.

AVI-SPL Integration, Services, and Product are a fixed price dependent on geographic region and type of service maximizing value to all regions of the country.

AVI-SPL offers many value added products and services that differentiate us from our competition

- 44+ [US based AVI-SPL locations](#)
- AVI-SPL employees that specialize in verticals:
  - Cisco
  - Microsoft
  - Zoom
  - Google Meet
  - Cloud Calling
  - Contact Centers
  - Experiential Spaces
  - Higher Education
  - State and Local Government
  - Onsite Managed Services
  - 24/7 Global Helpdesk support
  - Enterprise Broadcast
  - AR / VR / XR Production
  - Medical Simulation
  - Digital Signage
  - Meeting Rooms
  - Command and Control Centers
  - Video Walls
  - AVI-SPL remote monitoring software "Symphony"
  - Inside Sales team

**2) Does the Offeror provide a percentage discount for different categories of products/services?**

YES, AVI-SPL has the pleasure of presenting over 200 manufacturer products to offer Region 4 and Omnia Partners. Many of the products will crossover to multiple categories making this contract the most robust contract in our portfolio. The discounts are very similar to the previous R201201 contract that is active now. Discounts range from 5% - 40+% depending on the manufacturer. Please see attached pricing sheet for our current offerings for specific discounts.

The discount shall remain the same throughout the term of the contract and at the renewal options

YES, Manufacturer % off discounts will remain the same through the term of the contract. AVI-SPL would appreciate the opportunity to conduct an annual review of labor rates and pricing, given the evolving economic landscape and current concerns such as tariffs, which impact all integration partners.

**3) Are shipping charges, freight charges, return fees, or restocking fees applicable?**

Yes, freight charges, return fees, or restocking fees are applicable and will be analyzed on a case-by-case basis.

**4) How does the Offeror ensure contract pricing?**

AVI-SPL ensures contract pricing accuracy by maintaining all relevant pricing documents on a dedicated external SharePoint portal, accessible to authorized contract users. This centralized access helps users verify that all pricing aligns with the agreed-upon contract terms. Additionally, AVI-SPL conducts monthly training sessions for its sellers and sales staff to reinforce the value of the contract and ensure adherence to its pricing protocols.

**5) Are there additional or rebates for larger orders or other factors?**

Additional discounts are available for larger orders which are defined on a case by case basis. Economies of scale.

## 6) What is the invoicing process?

### Invoicing Process

#### 1. Project Completion & Review

- **Project Delivery:** Once AVI-SPL completes the agreed scope of work (e.g., AV installation, managed services, integration, etc.), the project manager conducts a final review to ensure all deliverables meet the client's requirements.
- **Client Sign-Off:** The client reviews the completed work and provides formal approval, either via a digital signature, email confirmation, or project completion certificate.

#### 2. Generate Invoice

- **Input Project Data:** The project manager or designated finance personnel gathers project information, including labor, equipment, and additional services rendered. This may include:
  - Itemized equipment and hardware costs (e.g., AV displays, projectors, cabling).
  - Labor and installation costs.
  - Professional services fees (e.g., programming, integration, managed services).
  - Travel expenses, if applicable.
- **Invoicing Software:** The finance team uses AVI-SPL's accounting software (e.g., SAP, Oracle, or other ERP systems) to create the invoice. This system typically pulls data from project management tools and work orders.
- **Invoice Format:** The invoice includes:
  - AVI-SPL contact and billing information.
  - Client contact and billing information.
  - Invoice number, date of issuance, and due date.
  - Detailed breakdown of costs (itemized list of services and products provided).
  - Total amount due, including taxes and applicable discounts.
  - Payment terms (e.g., Net 30 days).

#### 3. Review and Approval

- **Internal Review:** Before the invoice is sent to the client, it undergoes an internal review by the finance team to ensure accuracy. The project manager may also review the invoice for validation against the original project quote and any change orders.
- **Approval:** Once reviewed, the invoice is approved by the finance team or a designated approver and marked as ready for delivery.

#### 4. Invoice Submission to Client

- **Invoice Delivery:** The invoice is sent to the client via email or uploaded into a client-specific portal (if applicable). Clients may also receive a hard copy if required.
- **Client Acknowledgment:** The client confirms receipt of the invoice and raises any concerns or discrepancies, if applicable.

#### 5. Payment Collection

- **Payment Terms Monitoring:** AVI-SPL's finance team monitors the payment terms (e.g., Net 30). Automated reminders are sent to clients if the invoice is approaching the due date.
- **Payment Methods:** AVI-SPL accepts payment via various methods:
  - Electronic funds transfer (EFT).
  - Wire transfer.
  - Credit card.
  - Check.

#### 6. Reconciliation & Record-Keeping

- **Payment Confirmation:** Once the client has made payment, the finance team confirms receipt and updates the internal accounting system to reflect the cleared payment.
- **Invoice Reconciliation:** Any discrepancies between the invoiced amount and the received payment are reviewed, and adjustments are made if necessary (e.g., credit memos, dispute resolutions).
- **Record-Keeping:** All invoices and payment records are stored in the company's financial database for audit and reporting purposes.

#### **7. Follow-Up (if necessary)**

- **Past Due Accounts:** If the invoice is not paid by the due date, the finance team initiates a follow-up process:
  - Friendly reminders are sent after the due date.
  - If the account remains unpaid, further collection steps, such as calls or legal actions, may be taken according to the company's policy.
- **Account Closing:** Once payment is complete, the account is marked as closed, and the project is formally archived.

This invoice process ensures transparency, accuracy, and efficiency while maintaining a smooth client relationship.

#### **Billing Terms**

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

#### **Progress Billing Terms**

Upon approval related to progress billing, proposed billing terms to include a 30% deposit due at the time of contract execution, followed by monthly progress billing for equipment as it is delivered and services are rendered throughout the duration of the project.

#### **7) How will price updates be handled?**

*Hardware and software pricing will follow the manufacturer's published MSRP pricing. Percentage off discount will remain the same regardless of MSRP change.*

AVI-SPL would appreciate the opportunity to conduct an annual review of labor rates and pricing, given the evolving economic landscape and current concerns such as tariffs, which impact all integration partners.

## Reputation of the Offeror

### **What is the Offeror's reputation in the industry?**

AVI-SPL is widely regarded as the global leader in audiovisual and unified communications solutions, consistently recognized for our innovation, technical expertise, and customer-centric approach. With a legacy spanning over four decades, we have built a strong reputation for delivering reliable, high-quality AV solutions to educational institutions, government agencies, and commercial enterprises.

Our commitment to quality and excellence is reflected in our numerous industry accolades, including recognition from AV industry publications and associations. As a trusted partner to thousands of clients worldwide, including major educational institutions and public sector organizations, AVI-SPL's reputation is founded on our ability to deliver customized, scalable solutions backed by comprehensive support and service.

Our long-standing relationships with leading technology manufacturers and our extensive network of certified technicians further reinforce our standing as a dependable and innovative industry leader. AVI-SPL's reputation for quality, reliability, and customer satisfaction makes us a trusted choice for Region 4 ESC and its cooperative purchasing participants.

### **Are the Offeror's products/services well-regarded?**

AVI-SPL's products and services are highly regarded within the audiovisual and unified communications industry. As the global leader in AV integration, our solutions are consistently recognized for their reliability, scalability, and innovative design. Educational institutions and government agencies alike trust AVI-SPL to deliver cutting-edge technology that enhances collaboration and learning environments.

### **Has the Offeror had a previous business relationship with Region 4?**

AVI-SPL has had a business relationship with Region 4 since April of 2021 and has used the contract via OMNIA nationwide with a wide variety of customers with over 8 million dollars in spend.

### **Does the Offeror have any conflicts of interest with any employees of Region 4 ESC?**

AVI-SPL Has no conflicts of interest with any employees of Region 4 ESC.

### **What value-added services or unique offerings does the Offeror provide?**

Environmental Sustainability practice, Experience Technology Group, Enterprise Broadcast, AVI-SPL Symphony, VR Design, Service and Support.

For more information, please see Pages 17-46 of our response documentation (attached)

## 6) References

|    |   |  |
|----|---|--|
| 1. | Entity Name                               | Rice University, Jones School of Business                                      |
| 2. | Contact Name & Title                      | Azel Agustin, Audiovisual Services Manager                                     |
| 3. | Phone Number & email                      | 346/739-7810; <a href="mailto:azel.agustin@rice.edu">azel.agustin@rice.edu</a> |
| 4. | City and State                            | Houston, TX  |
| 5. | Years of Services Provided                | Sixteen (16)   |
| 6. | Description of Services/products provided | AV Integration projects; Services & Support                                    |
| 7. | Annual volume of business                 | \$ 350,000 average over 16 years   |

|    |   |  |
|----|---|--|
| 1. | Entity Name                               | UT Health Houston  |
| 2. | Contact Name & Title                      | Mederick "Woodie" Woods  |
| 3. | Phone Number & email                      | 713-500-5206; <a href="mailto:mederick.d.woods@uth.tmc.edu">mederick.d.woods@uth.tmc.edu</a> |
| 4. | City and State                            | Houston, Tx  |
| 5. | Years of Services Provided                | 18 years   |
| 6. | Description of Services/products provided | Audio Visual Integration, Design and Support   |
| 7. | Annual volume of business                 | \$584,387.38   |

|    |   |   |
|----|---|---|
| 1. | Entity Name                               | Vanderbilt University                       |
| 2. | Contact Name & Title                      | BC Hatchett                                 |
| 3. | Phone Number & email                      | 615-405-5166 bc.hatchett@vanderbilt.edu     |
| 4. | City and State                            | Nashville, TN                               |
| 5. | Years of Services Provided                | 7   |
| 6. | Description of Services/products provided | AV Integration projects; Services & Support |
| 7. | Annual volume of business                 | \$800,000 annually                          |

## Quality of the Offeror's Goods and Services

### How does the Offeror ensure product/service quality?

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 item sales, we assign a procurement manager who is accountable for the quality assurance and success of our product delivery.

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. For integration projects, our project 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 the processes and procedures necessary to provide cost-effective services that are fully acceptable to our clients.

AVI-SPL utilizes a robust CRM and order management tool to allow for easy, efficient and instant reporting on any project or order. Our order management software integrates directly with our manufacturer's portals so we have the ability to track order status in real time. Additionally, for our integration and service projects, our team utilizes a mobile app called iAuditor to submit status reports to our project managers daily.

For integration projects, every project is assigned both a Project Engineer and Commissioning Specialist to work in concert with our Project Managers and technicians to offer oversight and quality touchpoints. On standard orders, our workflow has been put through robust refinement and testing processes to ensure nothing is missed. Each order is checked by a Procurement Coordinator and assigned to one of our Buyers, who will be accountable for all aspects of the order and placing all orders with our manufacturers.

### How does the Offeror respond to emergencies?

AVI-SPL recognizes an ongoing exposure to natural and manmade disasters that have the potential to disrupt critical company operations and business functions. Proper planning enables AVI-SPL to anticipate hazards and develop procedures to minimize a disaster's impact, reduce or eliminate down time, as well as reduce adverse publicity, minimize loss of market share, and protect the safety and health of our greatest asset: AVI-SPL's employees.

AVI-SPL's customers, clients, vendors, and suppliers have a legitimate interest in being assured that in the event of a disaster, AVI-SPL can quickly respond, recover, and resume operations with minimal or no interruption. As a multi-location national leader in the Audio Visual industry, AVI-SPL has developed a comprehensive Disaster Recovery and Business Continuity Plan, which is continually reviewed, updated, and periodically tested.

Business Continuity Plans/Disaster Recovery plans include measures for recovering and restoring 'down' IT infrastructure systems and include frequent backups and restoration testing. Monitoring and alerting features are included in IT infrastructure for quick response, and AV/SIG specific systems' alerting, and response may vary depending on SLA definitions.

AVI-SPL-SPL's Disaster Recovery and Business Continuity Plans, are built on 3 essential components:

- Product
- Communications
- Employees

A key component of our disaster planning is that our equipment, product, and inventory are not centrally stored or warehoused. Product acquisition is committed to "just-in-time" shipments from our manufacturer partners, and product is warehoused at multiple locations throughout the United States. Regional AVI-SPL locations hold needed product essentially only for imminent usage. In addition, comprehensive professional relationships with our major manufacturers and suppliers enable us to enjoy priority status for any emergency replenishment or replacement, if needed.

The security and recovery backup systems for communication methods and electronic data information are another vital element of our disaster preparations. AVISPL-SPL's Information Technology Division maintains voice, and data transmission systems providing national coverage. Remote back-up computer servers are located in multiple locations, with daily data back-up capture and storage programs. In addition, corporate headquarters has stand-alone automatic emergency generators, tested weekly.

The third leg of our Disaster Plan involves the wise management of our employee resources. While many key individuals are based at the corporate location, AVI-SPL insists upon open communications, cross-training, and sustaining a depth of employee experience. This insures that, whatever, or wherever, the emergency or disaster, trained, knowledgeable and competent staff at all levels can be brought to bear. The customer, client, vendor or supplier will be supported with minimal or no noticeable interruption of service. Our employees are all equipped with laptops and other devices to ensure they can work from any location that has power and an internet connection. Redundant warehousing of equipment across the country and via a strong global network of suppliers ensures that we can easily replace any supplies of standard equipment.

## **What is the Offeror's history of meeting delivery timelines?**

We are confident we have the best team in place to deliver this exciting project. By utilizing industry standards, and Project Management methods from the PMI (Project Management Institute), specifically tailored to this installation, AVI-SPL will deliver a superior solution.

Our whole approach is to extract the appropriate project management processes required to meet the project objective and utilize them with effective communication to deliver an exceptional project.

This project will be successful by our project team delivering the following:

- Use a documented approach which includes an amount of flexibility allowing adaptation to changing construction and/or client conditions.
- Constantly maintain communication and engagement with stakeholders.
- Comply with requirements for deliverables and timeframes to meet and exceed expectations.

- Reducing risk by completing the correct level of planning and spending time to communicate with the teams; the short and long term project tasks/goals.
- Balance the project constraints in the ever-fluctuating construction environment by being focused on delivering the goal - customer satisfaction.

## How does the Offeror handle returns and restocking

### Our 30-Day Hassle-Free Return Program

Our 30-day return program means you may return your purchase, excluding special orders, non-stock products and opened lamps, to us should you be dissatisfied with your purchase within thirty (30) days of receipt of the product. You must return the item(s) to us insured for full value, with original packaging, documentation, blank warranty card, original UPC codes on the manufacturer boxes and all manuals and accessories. If you are returning a projector and it has less than four (4) hours of run time, then you will not be charged a restocking fee. If your projector has four (4) to ten (10) hours on the lamp, and/or evidence of excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. If your projector has greater than ten (10) hours of run time, you may not return the projector for credit or exchange. Instead the projector may be repaired under warranty according to manufacturer guidelines.

For all other items, freight charges, for delivery and return, and related insurance charges, will not be refunded or credited. All returned items are subject to the criteria stated in our "Condition of Returned Items" below. No return will be accepted and no refund made on any product thirty (30) days after receipt. All non-projector purchases returned within thirty (30) days after receipt are subject to a 15% restock fee. We are unable to accept returns on lamps that have been opened or used. Special order or customized items may not be returned. Special order products include but are not limited to: screens, custom cases, lenses and other non-stock items. Custom screens are non-returnable.

For all returns, contact your AVI-SPL Sales Representative at 800-639-3010 before the thirtieth (30th) day to request an RMA (Returned Merchandise Authorization) form.

### Defective\*\* or D.O.A.\*\* Program

In the case of a defective\* or D.O.A.\*\* product(s), no charges will apply. Our Customer Service team must be notified within 30 days of your invoice date if there are any problems with any item(s) upon \*\*\*receipt. Defective\* or D.O.A.\*\* merchandise will be repaired and returned, or exchanged for the same make and model, or for a product of equal value as allowed by the product manufacturer's policies. There are a few manufacturer exceptions to this policy: Optoma offers only a 14 days of \*\*\*receipt DOA\*\* products and Sony has a repair only policy.

Please note: non-new, remanufactured or refurbished B-stock or C-stock products are not eligible for exchange if they are Defective\* or D.O.A.\*\*. They are eligible for factory authorized repairs only. You may either contact our Customer Service team at 800-639-3010 ext. 2666, or the manufacturer for repair options. Our policy for Defective\* or D.O.A.\*\* items on special ordered products will depend on the manufacturer's warranties.

\***Defective means:** Any product that fails to meet the factory specifications determined by the manufacturer

\*\***D.O.A. means:** Dead On arrival. Product will not power up.

\*\*\***Receipt:** Is the date provided by the carrier as proof of delivery, or the date of the signed delivery receipt for your product.

### **Manufacturer Pixel Policies**

Please know that our suppliers only provide us with their highest quality units available. On occasion a projector may have 1 (one) or more "Off" or "Out" pixels, also referred to as "Bad" pixels. It is industry standard to allow for a few "Bad" pixels on an LCD panel or DLP chip. The actual placement and number of "Bad" pixels allowed varies by manufacturer. The issue of "Bad" pixels does not qualify a projector for replacement as a "Defective" or "D.O.A." unit, but may be returned to the manufacturer for their evaluation; their decision is final in each of these cases. We apologize for any inconvenience the manufacturer's policies may cause.

### **Condition of Returned Items**

All returned items must be in new and resalable condition and meet the following criteria: DO NOT WRITE ON THE BOX. If the box is written on, the returned products will be refused. DO NOT black out or deface manufacturer bar codes and/or labels such as serial numbers; the cost of a replacement box will automatically deduct from your credit.

If your projector has less than four (4) hours of run time, then you will not be charged a restocking fee. If your projector has four (4) to ten (10) hours on the lamp, and/or evidence of excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. If your projector has greater than ten (10) hours of run time, you may not return the projector for credit or exchange. Instead the projector may be repaired under warranty according to manufacturer guidelines. The restock fee will also apply for stocking items that evidence excessive wear and tear.

- Projector lamps that have been opened or used are ineligible for return.
- Include all accessories in their original wrapping/packing material. The actual replacement cost for missing items will be deducted from your refund/credit.
- Include all manuals, warranty/guarantee information, and instructions. The actual replacement cost for missing items will be deducted from your refund/credit.

For all items other than home theater projectors, the customer pays shipping costs and must insure the package for the purchase value. Acceptable shipping carriers are UPS, Fed-Ex, DHL, or Airborne. Do not send return merchandise via U.S. Mail by any method; it will be refused. Products returned by U.S. Mail will not be credited or exchanged.

Clearly place the RMA number on a label and attach it to the outside of the box OR include the RMA number in the "Ship To" address line. The RMA number will be open for 7 business days from date when issued to you. If you do not contact us or return the products the RMA number will automatically CLOSE and you will lose the option to return or exchange the products.

Product must be in the original shipping carton with all original packing material.

### **Warranty**

"New in Box" merchandise includes the manufacturer's standard warranty excluding consumable items such as lamps. Manufacturers may include an extended warranty service beyond their standard warranty period on certain items. Manufacturers provide a one (1) year warranty or less (unless specified otherwise on your invoice or packing slip) on non-new, remanufactured or refurbished, B- or C-graded stock items that covers repair only. Non-new, remanufactured or refurbished, B- or C-graded products do not qualify for D.O.A. exchange. These products will be

repaired and returned to purchaser. Please confirm warranty coverage at the time of your purchase.

AVI-SPL disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. AVI-SPL offers no warranties that extend beyond the description on the face hereof.

### **Refunds**

**Established account:** A full refund will not be issued if purchaser's account has an open balance. A credit memo will be issued, and credit will be applied first to the invoice on which the products were purchased, then to any other open invoices on the account, beginning with the oldest invoice. Any credit balance remaining will be refunded as outlined below.

**Credit card:** All refunds for purchases made by credit will be issued as a credit to that same account within a reasonable period of time after inspection of returned products.

**Check:** All refunds for purchases paid by check, whether prepaid, C.O.D., or open terms (Net 10 or Net 30), will be paid by refund check within a reasonable amount of time, after inspection of returned products.

### **Limitation of Liability**

AVI-SPL shall not be liable under any circumstances for any consequential, incidental, special or exemplary damages arising out of or in any connection with this agreement or the products, including but not limited to lost profits, lost data, or any claim based on indemnity or contribution, or the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Purchaser's exclusive remedy, as against AVI-SPL, shall be the repair or replacement of defective parts.

The Purchase Policy published on our website is always the most recent Purchase Policy and shall supersede all previous policies published either in print or online.

## **Describe the customer service and problem resolution process**

We provide specialized management services to IT organizations spanning all aspects of audio visual, unified collaboration, and digital signage technologies, including collaboration room systems, on-premises infrastructure, cloud platforms and digital signage installations. Our services enable IT organizations to increase the business value realized from collaboration investment through enhanced visibility, avoidance of disruption, and improving IT responsiveness.

AVI-SPL's Enterprise Managed Services is built on the philosophy that successful collaboration environments deliver user experiences that inspire adoption by helping organizations achieve their objectives. Attaining that level of success requires mature management disciplines, technical expertise, and specialized tools. AVI-SPL's Enterprise Managed Services assumes responsibility for the support and management of collaboration and digital signage environments in its "as-is" state. We apply ITIL management best practices, certified technicians, and best-in-class industry applications to monitor, manage, and analyze performance to transform environments into simple, scalable, supportable, and secure business communication solutions.

We achieve this through ongoing investment in our technical staff, specialized management applications and best practice management and support processes. Our Global Help Desk is staffed by certified experts around the clock and around the world. They hold hundreds of industry certifications and participate in thousands of hours of training per year working daily to support the world's largest and most complex collaboration environments.

AVI-SPL's Enterprise Managed Services is an end-to-end solution providing expert care for an organization's entire visual communication environment.

- **Asset Inventory**

Collaboration asset data is captured and maintained providing experience assurance, reduced incident resolution time and aids in maintaining a secure collaboration environment.

- **Device Monitoring**

Devices are monitored on a 24/7 basis capturing 99% of reported issues. Any network enabled device can be monitored for proactive incident response and improved availability.

- **Configuration Management**

Device configuration standards are managed and maintained to ensure a reliable and consistent experience. Software and firmware upgrades are managed through specialty and manufacturer cloud applications to ensure configurations meet manufacturer recommendation.

- **Cloud Administration**

Cloud infrastructure is centrally managed eliminating administrative overhead for device and license provisioning, user account maintenance, and platform and policy configuration management.

- **Incident Management**

Issues identified via alert or escalated by the customer's internal support team are ticketed, investigated, and brought to resolution. Incident management is centrally managed by the Global Help Desk and includes remote support and onsite dispatch when determined necessary for remediation.

- **Problem Management**

Conditions that threaten performance of multiple devices or an entire environment are proactively identified, assessed, and mitigated to avoid impact.

- **Preventative Maintenance**

Preventative maintenance activities are scheduled and performed to avoid potential incidents and proactively discover issues for resolution. Preventative maintenance may include physical site visits or automated events.

- **Reporting & Analytics**

With powerful data analytic tools, we examine asset details, device health statistics, incidents, problems, and environment details to uncover opportunity for performance and experience optimization.

- **Service Management**

Service Account Management acts as the customer success advocate providing oversight of service quality, service level attainment, and aiding organizations to apply data driven insights into action.

## **Provide ordering methods**

Through online ordering portals, we can greatly minimize processing time and human error that occurs in more manual systems. Additionally, our online catalogs provide photos, technical specifications, and other information from a variety of manufacturers in a single location to reduce the need to search multiple sites to compare products across manufacturers.

## How will the Offeror ensure smooth contract implementation

Regardless of the solution, it is important for AVI-SPL and each customer to work closely with each other during the entire integration. Communication is key. AVI-SPL will conduct external kick-off discussions to review the project plan and expectations along with consistent status / progress reports. Any needs, requirements or issue resolution will be brought to the client in order to address quickly to keep on pace with execution.

From the client, AVI-SPL needs consistent engagement from the main stakeholder, availability of specific SMEs from the client side to determine specific needs, including IT, etc., and prompt response where questions or decisions on the client side need to be addressed.

AVI-SPL will document key client tasks and milestones required to be complete within specific timelines, of which AVI-SPL tasks are dependent upon to start or complete our scope of work. Any changes in dates or client tasks should be brought to the attention of AVI-SPL in order to collaborate and discuss potential impact

## Offeror's capability to meet service and warranty needs

AVI-SPL offers a workmanship warranty period of ninety (90) days from the delivery and acceptance of products and services.

In addition, we offer flexible service programs that can be purchased for unlimited 24x7 technical support, global onsite dispatch, access to manufacturer software updates and upgrades, online ticketing, and hassle-free manufacturer warranty coordination through our AVI-SPL Global Support and Maintenance service options.

These enhanced services provide organizations cost-effective solutions to service, support, scale, and secure collaboration environments.

### **5) What is the Offeror's capability to comply with laws and rules relating to historically underutilized businesses, if any?**

AVI-SPL is committed to supporting diversity and makes every effort to engage with certified diverse businesses whenever feasible. We follow internal policies and practices that align with applicable requirements related to historically underutilized businesses.

### **6) Provide any other relevant information**

AVI-SPL is the global leader in audiovisual and collaboration solutions, trusted by organizations around the world to design, integrate, and support innovative AV environments that enhance communication and productivity. What sets AVI-SPL apart is not only our unmatched global reach and technical expertise, but also our commitment to thought leadership and community engagement—as demonstrated by our proud sponsorships of HETMA and ETC, two key organizations driving progress in higher education and technology. Since April 2021, AVI-SPL has built a strong, results-driven partnership with Region 4, generating over \$8 million in sales and delivering consistent value through tailored solutions. Additionally, AVI-SPL leads the industry in environmental responsibility with a comprehensive sustainability program—something no other AV

integrator offers—underscoring our dedication to creating a better, more sustainable future alongside our clients.

**7) Are there any additional factors identified in the request for proposal that are relevant to the decision for award**

AVI-SPL has thoroughly reviewed the Request for Proposal (RFP) and is not aware of any additional factors beyond those explicitly outlined in the document that would influence the award decision. We remain committed to meeting all specified requirements and are prepared to address any additional considerations should they arise during the evaluation process. Lastly, AVI-SPL is positioning this contract as an "At or Below" contract, meaning the contract 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.

## Total Long-Term Cost to Region 4

### 1) What is the long-term cost impact of the Offeror's products/services?

The long-term cost impact of AVI-SPL's products and services is designed to deliver exceptional value through durability, scalability, and low total cost of ownership. Our solutions are built with high-quality, future-ready technology that reduces the need for frequent upgrades or replacements, minimizing long-term capital expenditures. Additionally, our proactive support services, remote monitoring capabilities, and global service network help reduce downtime and maintenance costs over the life of the system. By incorporating energy-efficient equipment and offering a unique, industry-leading sustainability program, AVI-SPL also helps partners reduce operational expenses and environmental impact. Combined with consistent pricing practices and a commitment to long-term partnership, these factors ensure that AVI-SPL's solutions remain cost-effective throughout the duration of the contract and beyond.

### 2) How are future product introductions priced?

Future product introductions are priced with consistency and transparency to ensure alignment with existing contract terms. When new products or services are introduced during the contract period, AVI-SPL will benchmark their pricing against comparable items or services already covered under the contract, ensuring that any additions are fair, competitive, and in line with previously negotiated rates. Where no direct comparison exists, pricing will be determined using the same cost-plus or discount-from-list methodology agreed upon in the original contract. This approach maintains pricing integrity and allows Region 4 to benefit from the same value-driven standards as new technology becomes available throughout the term of the agreement.

### 3) What standard price adjustments can be anticipated?

Standard price adjustments may be anticipated on an annual basis and are typically tied to measurable economic indicators such as the Consumer Price Index (CPI) or other cost-of-living benchmarks. These adjustments account for inflation, rising labor costs, and fluctuations in material or supply chain expenses, including factors such as tariffs or global market conditions. Any proposed increase will be communicated in advance and will be subject to mutual agreement to ensure transparency and continued value. AVI-SPL is committed to maintaining fair and predictable pricing and will work closely with Region 4 to ensure any adjustments are reasonable, well-justified, and aligned with industry norms.

## Corporate Overview

### Your Digital Enablement Solutions

At AVI-SPL, our mission is to transform how people and technology connect to elevate experiences, create new value, and enable organizations to thrive and grow. We're the leading global provider of collaboration technology solutions, which include our award-winning managed services. Our highly-trained team works hand in hand with organizations worldwide - including over 86% of Fortune 100 companies. We strategize,

design, deploy, manage, and support AV and UC solutions that are simple to use, scalable, serviceable, and measurable to ensure you achieve your business objectives.

We strengthen the human experience of hybrid work by empowering meaningful communication and collaboration no matter where your employees work. We help improve workflows locally and globally, enhance collaboration technology user experiences, and manage solutions to support smart decision-making.

AVI-SPL is your single source for improving unified communications and collaboration and audio visual (UC/AV) systems. Through partnerships with leading AV and collaboration manufacturers, construction firms, architects, and consultants, we design, integrate, and manage solutions and experiences tailored to your needs. When you partner with us, you have:

#### A Passionate Technology Expert

- Experienced and financially stable technology contractor with a **global 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.

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#### A Knowledgeable Collaborator and Trusted Advisor

- 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 that connect teams from around the world.
- **Certified to implement collaboration solutions** from industry leaders like Microsoft, Poly, Cisco, and Crestron.

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#### 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 is why we are 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.

Our diverse portfolio features solutions in the corporate, education, and government sectors, including Fortune 500/Global 100 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 client success has been our ability to keep pace with 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.



## Contractor Profile

AVI-SPL LLC is a Tampa, FL-based communication and collaboration solutions provider for businesses and organizations of all types. Our business is the sale and service of audio-visual, video conferencing, AV networking and control systems, enterprise video and digital content-sharing 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). Today, we have 70+ AVI-SPL locations throughout North America, Europe, and Asia, including our new offices in Hong Kong, Singapore, India, and Mexico. We expanded our footprint, customer base, and capabilities through strategic acquisitions include Anderson Audio Visual, VideoLink LLC, Sharp’s Audio Visual, Interactive Solutions, Inc., Digital Video Networks, SKC Communications, Adtech Systems, and Multimedia (Multisistemas BVC, S.A. de C.V. Mexico). 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 12,500 service contracts, while earning a reputation as the leader in customer satisfaction.

|                               |   |
|-------------------------------|---|
| <b>Geographical area</b>      | <b>AVI-SPL is headquartered in Tampa, FL with 70+ offices worldwide</b> |
| <b>Average annual revenue</b> | (FY 2019-2023): \$1.16 Billion  |
| <b>Typical project size</b>   | \$100,000 to \$2,000,000  |
| <b>Bank</b>                   | JPMorgan Chase  |
| <b>Bonding limit</b>          | \$40,000,000 single/\$80,000,000 aggregate                              |
| <b>Headquarters</b>           | 6301 Benjamin Road, Suite 101, Tampa, FL 33634                          |
| <b>Phone</b>                  | (813) 884-7168  |
| <b>Fax</b>                    | (813) 882-9508  |
| <b>Toll Free</b>              | (800) 282-6733  |
| <b>Website</b>                | www.avispl.com  |

AVI-SPL LLC (wholly owned subsidiary of AVI-SPL Global LLC)    FEIN: 59-1958935  
 Incorporated under the laws of Florida on April 4, 1980            Cage Code: 0D2N6  
 Charter Number: 665782    DUNS: 03-729-3974    NAICS: 238210    SIC: 1731

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

**GSA Contract Schedules:**

GSA MAS Contract #47QTCA21D0070  
GSA 2GIT BPA Contract #47QTCA21A002G

**Primary Construction Trade:** Low-voltage electrical  
**Majority Ownership:** Marlin Equity Partners

**Current Operations**

**Bank Reference**

JPMorgan Chase Bank  
14800 Frye Road, 2<sup>nd</sup> Floor  
Ft. Worth, TX 76155  
Contact: Jim Harvey  
Account: 668307765  
Routing: 021000021

**Credit Reference**

Legrand AV  
6436 City West Parkway  
Eden Prairie, MN 55344  
Contact: Patricia Bedell  
Ph: (763) 971-4403  
E: [patricia.bedell@legrand.com](mailto:patricia.bedell@legrand.com)

**Credit Reference**

QSC, LLC  
1675 MacArthur Blvd.  
Costa Mesa, CA 92626  
Contact: Deborah Escobar  
PH: (714) 327-4628  
E: [deborah.escobar@qsc.com](mailto:deborah.escobar@qsc.com)

**Credit Reference**

Shure, Inc.  
5800 W. Touhy Avenue  
Niles, IL 60714  
Contact: Credit Dept.  
E: [credit@shure.com](mailto:credit@shure.com)

**Credit Reference**

Extron Electronics  
PO Box 514670, Los Angeles, CA 90051  
Phone: (714) 687-6323  
E: [emadallah@extron.com](mailto:emadallah@extron.com)



## Quality Assurance Commitment

AVI-SPL ensures your satisfaction through quality solutions, design, and integration, all delivered with exceptional service. Our process standards follow AV industry best practices, as proven by our APEX certification and adherence to AVIXA guidelines. Our project managers, engineers, and technicians are trained to adhere to these high standards.

Our teams begin each project by taking the time to understand your stakeholder needs and business goals. We then tailor our quality management oversight to meet those needs. Your AVI-SPL project manager has the ultimate responsibility for quality management during the project.

Solution design begins with a critical needs analysis, ensuring the system design and functionality meet your specific requirements. Quality management has equal priority with deliverable execution, schedule management, and cost control. We establish processes and procedures necessary to provide cost-effective services. Throughout execution, our teams leverage quality control standards and checklists to ensure quality is built into the deliverables during each step of the design and installation process.

To ensure your project meets our high standards and yours, 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 your needs and environment.
- **Build and test new systems** at our fabrication facilities for on-time delivery and integration at the customer site under the guidance of our experienced project management team.
- **Accelerate return on investment** by fostering end-user adoption through on-demand training and a documentation library.
- **Ensure value** with 24/7 help desk support, managed services, and strategic on-site solutions such as staff augmentation.

Below is a sample of our quality assurance processes and checkpoints.

## Project Management

- You have a single point of contact throughout your deployment who will provide a detailed schedule and progress reports
- Provide rigorous planning for communication, risk, schedule, and quality control for hardware, software, and UX management
- Monitor and manage all quality control measures from inception to turnover to service

## CAD

- Our team ensures that installation and external requirements are understood and properly executed to meet design requirements
- Utilize drawing standards that capture critical details for coordination between architects, trades, and all shop and field execution
  - Location of AV components to coordinate any needed connectivity pathways and power
  - Dimension and precise fitment information for architecture coordination to avoid delays and setbacks.
  - Connectivity and signal flow details that include audio, video, control, network, and power

- Paperless redline(markup) process to track field adjustments and changes throughout to project deployment for accurate as-built documentation

## Programming

- Work with your stakeholders to define your programming roadmap based on IT and end-user system operation requirements and preferences
- Break the roadmap into an agile workflow with weekly and monthly sprints and execute it with your participation and approval during development stages
- Leverage Gitlab for software development and track project goals, milestones, and module development progress
- Complete detailed graphical user interface design and functionality development for your review and final approval
- Use GIT to manage software revisions to ensure all changes are managed
- Generate automated deployment packages to ensure all artifacts are released consistently

## Engineering and Commissioning

- Detailed system testing through best practice of an acceptance test plan validating solutions operation and performance level
- Coordination and configuration of IP-addressable AV devices that reside on an AV Network or a client network interface
- Updating software and firmware of hardware to currently supported versions and changing any default usernames and passwords
- Detailed capture of all specific equipment, IP, MAC Address, and any other needed information for customer and service use

## Rack Fabrication

- Detailed and standardized rack fabrication and labeling procedures to ensure consistency in assembly, mounting, and cable management
- Conformance staging, testing, and validation of rack and equipment systems in AVI-SPL's fabrication facility to ensure all systems are operational and work as you expect them to before installation. Some site requirements may dictate on-site builds and testing at your location

## Field Installation

- Follow detailed field installation and labeling standards based on industry best practices
- Conformance validation testing of installation before final testing and commissioning work

## Final Walk-through Acceptance and Demonstration

- Customer inspection of completed systems
- Fully operational system demonstration for your final approval
- Delivery of system as-built documentation (drawings, IP, equipment serial numbers)

## Service Turnover

- Fully executed system documentation and information provided to AVI-SPL service teams

## Customer Experience Scores

AVI-SPL reviews include net promoter score (NPS), customer satisfaction (CSAT), and TrustRadius customer reviews. These scores and reviews are essential parts of how we listen and react to the voice of the customer. We strive to deliver digital enablement solutions that support effective collaboration for your teams.

|                                     |  |
|-------------------------------------|--|
| <b>Net Promoter Score (NPS)</b>     | <b>NPS</b> is a score based on customer survey responses to the question: On a scale of 1 to 10, how likely are you to recommend AVI-SPL to a friend or colleague?   |
| <b>Customer Satisfaction (CSAT)</b> | <b>Customer Satisfaction (CSAT)</b> is the percentage of survey respondents who report a satisfaction rating of 5-7 on a scale of 7. Customers receive a survey to rate the level of service following a completed integration project or support request. |
| <b>TrustRadius</b>                  | <b>TrustRadius</b> reviews include ratings and comments from customers who have done business recently with AVI-SPL.   |

| Net Promoter Score (NPS)   | Customer Satisfaction (CSAT)  | TrustRadius   |
|--|---|---|
| <p>Score is reported as a number from -100 to +100; a higher score is desirable. Standardized question used.</p> <p><b>Net Promoter® Score LTM</b></p> <p><b>66</b>      <b>77</b></p> <p><b>Integration</b>      <b>Services</b></p> <p><b>Average NPS for B2B Technology and Services during this period is 39</b></p> <p>AVI-SPL exceeds this measure and is considered "world-class"</p> <p>Source:<br/> <a href="https://www.retently.com/blog/good-net-promoter-score/">https://www.retently.com/blog/good-net-promoter-score/</a></p> | <p>The percentage of survey respondents who report a satisfaction rating of 5-7 on a scale of 7.</p> <p><b>84%</b></p> <p><b>Integration</b><br/>last 12 mos.</p> <p><b>95%</b></p> <p><b>Services</b><br/>last 12 mos.</p> | <p>Customer reviews for business technology that are verified by a third-party, multi-step process.</p> <p><b>Score 8.8 out of 10</b></p> <p></p> <p></p> <p>Source:<br/> <a href="https://www.trustradius.com/products/avi-spl/reviews">https://www.trustradius.com/products/avi-spl/reviews</a></p> |



## Certifications and Training

Because AVI-SPL is committed to providing our clients with the highest level of service, we have 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 supplier training. 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.

|                               |       |
|-------------------------------|-------|
| Industry Certifications       | 1,084 |
| Manufacturer Certifications   | 4,399 |
| Cloud Platform Certifications | 1,677 |
| Safety Certifications         | 2,140 |

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 are 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:

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



\*All project photographs featured in this proposal are of AVI-SPL completed projects.

## Strategic Technology Partners

AVI-SPL's long-term relationships with the top manufacturers in the AV and collaboration industry translates into outstanding experiences for our clients. 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:



## AVI-SPL 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:

|   |   |
|---|---|
|    | <b>Platinum PLUS Level Value Added Partner (VAP)</b>  |
|    | <b>National Diamond Partner (US, CAN)</b>   |
|    | <b>Platinum Partner</b>   |
|    | <b>Bose Professional Platinum Level</b>   |
|    | <b>Christie Platinum Partner</b>  |
|  | <b>Cisco Premier Integrator (US, UK/DE)</b><br><b>Advanced Collaboration Architecture (US)</b><br><b>Advanced Enterprise Networks Architecture (US)</b><br><b>Collaboration SaaS (Global)</b><br><b>Customer Experience (US, CAN, UK)</b><br><b>Environmental Sustainability (US, CAN, UK/DE, in progress: UAE)</b> |
|  | <b>Platinum Elite Dealer</b>  |
|  | <b>Platinum National AV Partner</b>   |
|  | <b>Platinum</b>   |
|  | <b>Premier</b>  |

|   |   |
|---|---|
|    | <b>Gold Partner</b>   |
|    | <b>Microsoft Managed Partner (US, CAN and LATAM)</b><br><b>Cloud Solutions Partner Designation: Modern Work</b><br><b>Modern Work Specialists: Teams Meetings and Meeting Rooms for Microsoft Teams, Calling for Microsoft Teams, and Adoption and Change Management</b><br><b>Surface Hub Authorized Device Reseller</b> |
|    | <b>Advanced Pro Partner</b>   |
|    | <b>Newline Platinum Partner</b>   |
|    | <b>Elite Partner</b>  |
|  | <b>Global Platinum Partner</b>  |
|  | <b>Platinum Status</b>  |
|  | <b>Key Global Partner</b>   |
|  | <b>Platinum Partner</b>   |
|  | <b>Global Platinum Partner with Sharp/NEC Display Solutions</b>   |
|  | <b>Shure Diamond Level Dealer</b>   |
|  | <b>National Partner</b>   |
|  | <b>National Account Level</b>   |

|   |  |
|---|--|
|  | <b>Gold Partner</b>                          |
|  | <b>Certified Integrator and Master Agent</b> |



## AVI-SPL Office Locations

### United States Locations

| United States        |   |                       |   |
|----------------------|---|-----------------------|---|
| <b>Arizona</b>       | Phoenix<br>Tucson   | <b>New Mexico</b>     | Albuquerque   |
| <b>California</b>    | Bay Area<br>Los Angeles<br>Sacramento<br>San Diego<br>San Francisco | <b>New York</b>       | New York Metro  |
| <b>Colorado</b>      | Denver<br>Westminster   | <b>North Carolina</b> | Charlotte<br>Durham<br>Greensboro                           |
| <b>Connecticut</b>   | Hartford  | <b>Ohio</b>           | Cleveland   |
| <b>Florida</b>       | Jacksonville<br>Orlando<br>South Florida<br>Tampa (Global HQ)       | <b>Oklahoma</b>       | Oklahoma City   |
| <b>Georgia</b>       | Atlanta   | <b>Pennsylvania</b>   | Philadelphia<br>Pittsburgh<br>AVI-SPL Video<br>Philadelphia |
| <b>Illinois</b>      | Chicago   | <b>Tennessee</b>      | Memphis<br>Nashville  |
| <b>Kansas</b>        | Kansas City   | <b>Texas</b>          | Austin<br>Dallas<br>Houston                                 |
| <b>Maryland</b>      | AVI-SPL VideoLink<br>Baltimore<br>Columbia                          | <b>Utah</b>           | Salt Lake City  |
| <b>Massachusetts</b> | Boston<br>Worcester<br>AVI-SPL Video Boston<br>AVI-SPL Video Newton | <b>Virginia/DC</b>    | Richmond<br>Virginia Beach<br>Washington, D.C.              |
| <b>Michigan</b>      | Detroit<br>Grand Rapids   | <b>Washington</b>     | Seattle   |
| <b>Minnesota</b>     | St. Paul  | <b>Wisconsin</b>      | Milwaukee   |
| <b>Nebraska</b>      | Omaha   |                       |   |

## Environment, Social, and Governance Strategy

At AVI-SPL, our vision is to integrate sustainability throughout our business to help our customers meet their sustainability goals. As the leading global provider of AV and collaboration solutions, we recognize our role as an intermediary in the technology value chain—connecting manufacturers and end users—and use that position to drive sustainable outcomes across upstream and downstream activities.

Our ESG strategy centers around the triple bottom line of people, planet, and profit. It's guided by a stakeholder materiality assessment that identified diversity, labor practices, talent development, cybersecurity, and product lifecycle management as our most material topics. We align with global frameworks, including SASB, GRI, and IFRS S2, and report progress annually in our ESG Impact Report.

### AVI-SPL ESG Goals

1. Reduce the intensity of global Scope 1 and 2 GHG emissions per sq. ft. of real estate space by 10% from 2023 to 2025.
2. Reduce absolute fuel consumed by all AVI-SPL fleet vehicles by 10% annually from 2023 to 2025.
3. Address high-impact product lifecycle management opportunities in our supply chain with an AVI-SPL Supplier Sustainability Matrix.
4. Expand e-waste electronics recycling services to customers of all U.S. locations by 2025.
5. Increase the diversity of the AVI-SPL global workforce, including increasing the gross % of women employees by at least one percentage point annually from 2023 to 2025.
6. Increase employee participation in the annual "AVI-SPL Gives Back" month by 10% annually, based on the number of charitable activities.
7. Increase % of employees who voluntarily complete cybersecurity training by 20% in 2024 2023.

**To follow the AVI-SPL ESG program and environmental sustainability activities, please visit [www.avispl.com/esg](http://www.avispl.com/esg).**

### Highlights of our recent progress:

- Completed AVI-SPL's first two global Scope 3 carbon inventories.
- Reduced average fuel consumption per U.S. fleet vehicle by 17.4%, reducing overall Scope 1 GHG emissions.
- Recycled 16,244 pounds of electronic waste and donated 20 refurbished laptops to nonprofit programs serving youth.
- Achieved an 88.5% employee retention rate, our highest to date.

- Expanded our DEI training, with over 1,700 employees completing optional DEI courses.
- Conducted 56 volunteer projects worldwide through AVI-SPL Gives Back Month.
- Updated our Supplier Code of Conduct and conducted an annual supplier survey to collect and track the ESG profiles of our vendors.

## Environmental Sustainability

At AVI-SPL, we believe environmental responsibility starts with understanding our footprint and improving efficiency across the value chain. Our environmental strategy focuses on reducing emissions, managing product life cycles responsibly, and collaborating with suppliers and customers to drive measurable impact.

### Climate Action

#### GHG inventory

We use the GHG Protocol to calculate Scope 1, 2, and 3 emissions and rely on direct data for more than 96% of our inventory. In 2024, we reduced our global Scope 1 and 2 emissions while simultaneously growing our business and workforce. We also completed our first two global Scope 3 emissions inventories using activity-based and spend-based calculations, revealing that purchased goods and services (primarily electronics from our manufacturer partners) account for over 78% of our carbon footprint.

| <b>AVI-SPL Global Carbon Emissions 2024</b>                 |                |
|---|----------------|
| <b>Total GHG emissions (metric tons CO<sub>2</sub>e)</b>    | <b>215,858</b> |
| Scope 1   | 4,628          |
| Scope 2   | 2,237          |
| Scope 3   | 208,993        |
| Emission intensity (Scope 1 and 2 per weighted square foot) | 7.0            |

#### Real estate transformation

Our hybrid work and real estate strategies have reduced total square footage by 4.5% and aim for a 10% reduction in GHG intensity per square foot by 2025. We modernized offices to support flexible work and consolidated and relocated our data centers to improve energy efficiency and climate resiliency.

#### Supply chain transformation

Our three-year supply chain optimization plan centralizes logistics decision-making and emphasizes local shipping to reduce emissions. In 2024, we cut fuel usage in our U.S. fleet by 17.4% and selected a vendor to help us transition 600 vehicles to more fuel-efficient, hybrid, or electric vehicles over the next decade. We also introduced AI-driven demand planning tools to achieve efficient inventory flow.

## Product Life Cycle Management

### Collaboration with technology vendors

We updated our Supplier Code of Conduct and expanded our annual supplier sustainability survey, which now feeds into our publicly available Supplier Sustainability Matrix. In partnership with our vendors, we introduced **Eco-Friendly Reference Designs**, meeting room design standards that feature:

- Carbon-labeled components
- Recycled content, such as 40% post-consumer plastic in the Logitech Rally Bar
- Low-energy operation via Power over Ethernet
- Lighter, recyclable packaging to reduce emissions from shipping

Our AVI-SPL Solutions Lab validates these bundles, which align with vendors' Net Zero commitments registered with the Science Based Targets initiative.

### E-waste recycling

In response to growing customer demand, we expanded our e-waste management services pilot in 2024 to include on-site collection, sorting, certified recycling, and traceable reporting. A customer participating in our pilot in New York saw a 50% cost savings when AVI-SPL collected and processed 674 pounds of e-waste locally, avoiding carbon-heavy transport to out-of-state facilities. The pilot will extend nationwide in the U.S. this year and to Europe in 2026.

### Spotlight

#### Optimizing E-Waste Management: A Customer Success Story

A global consulting firm in NYC faced costly e-waste buildup due to vendor delays. AVI-SPL stepped in, collecting 674 pounds of e-waste and processing it locally, cutting carbon emissions and eliminating long-haul transport. Our hyper-local approach reduced costs by 50%, ensured certified recycling, and improved traceability. The firm, impressed by our efficient, sustainable solution, now partners with AVI-SPL for ongoing e-waste management, reinforcing our commitment to responsible, transparent technology life cycle practices.

## A Look Ahead

In 2025 and 2026, AVI-SPL is sponsoring two major conservation projects in the Amazon Rainforest of Ecuador in partnership with 2050 Advisors:

1. A United Nations REDD+ carbon credit project that rewards forest protection
2. Biodiversity field research led by native scientists and communities

These initiatives demonstrate our belief that sustainability success must go beyond our operations to create impact across our global ecosystems.

## Social

At AVI-SPL, our people and the partners we work with are at the heart of everything we do. From inclusive hiring and employee development to supplier diversity, volunteerism, and community support, our social initiatives reflect a holistic commitment to equity, well-being, and shared success. We strive to create opportunities for individuals and underrepresented groups within our workforce and vendor network, ensuring that diversity and inclusion are core to how we operate.

### Recruiting and Growing our Talent

We use inclusive job descriptions, advertise on diverse job boards, and partner with programs like SkillBridge for veterans. We provide over 700 online training courses and offer higher education tuition reimbursement. In 2024, 71% of employees received career or skills training, and we expanded our formal mentorship program globally.

### Employee Engagement and Assistance

We conduct global town halls twice a year, during which our executive leadership presents and answers questions from all employees. Following these town halls, we conduct engagement surveys. Our most recent town hall survey saw a record employee Net Promoter Score (NPS) of +58. In 2024, we introduced a global new hire welcome package and onboarding practice, and extended town hall-style meetings and pulse surveys regionally.

We also support employees through our non-profit Employee Emergency Relief Fund, which disbursed financial support to 11 employees in 2024, and our PTO donation program, which enabled employees to help colleagues in crisis by supplementing their paid time off.

### Creating a Culture of Inclusion and Belonging

Our five Employee Resource Groups (ERGs) empower underrepresented voices and recommend actions to improve corporate culture. In 2024, over half of U.S. employees completed DEI training, and we held cultural events from Diwali in India to other holiday celebrations across offices worldwide.

Our commitment to diversity extends beyond our workforce. In 2024, AVI-SPL updated our Global Supplier Code of Conduct to include expectations for DEI among our suppliers, requiring equal opportunity policies and respectful, fair treatment of all employees. We also introduced a system to track and monitor supplier diversity, supporting both our internal equity goals and those of our customers who rely on diverse sourcing strategies to meet their own ESG objectives.

### Community Volunteerism

AVI-SPL Gives Back Month is our annual service campaign. In 2024 our results were:

- 56 projects completed around the world by 44 employee teams
- 1,400 volunteer hours donated
- Activities like coastal cleanup in California, food distribution in Hong Kong, and technology and school supply donations to students in India and Peru.



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 (EERF) is an independent non-profit organization that offers financial assistance to team members

in need following a natural disaster, emergency, or unfortunate circumstance beyond their control. Funded solely by employee and preferred partner donations, the EERF supports our AVI-SPL friends and their immediate families during times of need. Donations and distributions are tax deductible and employees also donate PTO to a central pool for fellow employees to use in an emergency.



## Minority Business Enterprise (MBE) Outreach

AVI-SPL recognizes the need for diversity by maximizing MBE participation in all areas of our business operations. AVI-SPL's Corporate Diversity Policy includes MBE outreach and financial support protocols. We have 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 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

## Governance

Strong governance ensures our ESG commitments are embedded in how we operate and make decisions. We've established oversight bodies, policies, and safeguards that support accountability, manage risk, and reinforce ethical behavior across our organization.

### **ESG oversight**

Our ESG Steering Committee includes leaders from finance, HR, operations, legal, IT, and sales. It provides monthly updates to our CEO and quarterly updates to the Board of Directors, which also reviews and approves our ESG report.

### **Enterprise Risk Committee**

Formed in 2024, the Enterprise Risk Committee assesses risks across six categories including environmental and strategic, reinforcing a risk-aware culture and ensuring climate-related risks are integrated into our business continuity planning.

### **Cybersecurity**

We maintain a comprehensive cybersecurity governance program, including phishing simulations, endpoint monitoring, and mandatory annual training. In 2024, 99% of employees completed insider threat training, and we began aligning with the Cybersecurity Maturity Model Certification (CMMC) for federal engagements.

### **Ethics and whistleblowing**

All employees must sign our Code of Conduct and complete anti-harassment and ethics training. Our encrypted whistleblower platform, AllVoices, allows employees, contractors, and suppliers to report issues anonymously to leadership.

## Reporting

Transparency is foundational to our ESG approach. Each year, we publish our ESG Impact Report to communicate progress, disclose metrics, and align with evolving global reporting frameworks, ensuring stakeholders have a clear view of our commitments and results.

AVI-SPL releases an **ESG Impact Report annually**, available at [avispl.com/esg](https://avispl.com/esg), which discloses our environmental, social, and governance performance. The 2025 edition references the GRI, SASB, and IFRS S2 frameworks and includes complete Scope 1, 2, and 3 emissions data, diversity and training metrics, and performance highlights across all global regions.



## Diversity, Equity, and Inclusion

### Our DEI Strategy

We believe a diversity, equity, and inclusion (DEI) strategy starts with creating a truly inclusive environment and grows by encouraging our employees to share their ideas and live by their ideals.

### Building Connections

At AVI-SPL we foster diversity, equity, and inclusion by living our core values to build connections, do the right thing, and ensure everyone can thrive and grow. We believe every member of our team has a uniquely valuable perspective. We celebrate our differences, and we encourage our employees to bring their authentic selves to work.

We've cultivated both a top-down and grassroots approach to progress our culture and drive sustainable positive impact. By inviting everyone to the conversation and sharing diverse ideas, we unlock creativity and innovation that gives us all a powerful sense of purpose while delivering great value for our customers and partners.

### Diversity, Equity, and Inclusion Pledge

Connection is at the heart of everything we do - connection to our people, our customers, and the communities we live in and serve across the globe. Our commitment to diversity is simple: we provide connection, opportunity, and a voice to everyone, from every background.

### WE Thrive Together

|                         |   |
|-------------------------|---|
| <b>WE appreciate</b>    | the visible and invisible qualities that make you who you are. Our diversity makes us better humans and better employees and makes AVI-SPL a better business.   |
| <b>WE celebrate</b>     | that every person brings a unique perspective and experience to advance the AVI-SPL mission - to transform how people and technology connect to elevate experiences, create new value, and enable organizations to thrive and grow. |
| <b>WE believe</b>       | that each and every employee must have an equal voice and equal access to opportunity and connection.   |
| <b>WE commit</b>        | to include diversity, equity, belonging, and inclusion practices at the center of our daily work.   |
| <b>WE are dedicated</b> | to using these practices for our business and the communities we serve.   |

## Our Employee Resource Groups (ERGs)

In 2021, we formed our first Employee Resource Groups (ERGs). With these groups, organized by employees for employees, we foster a sense of community, provide a safe space for dialogue, and recommend ways AVI-SPL can better support its employees, culture, and communities.

AVI-SPL currently has five Employee Resource Groups co-chaired by employees from across our company. The groups often collaborate, recognizing the intersectionality of their community, and include: **Able, Culture Coalition, Open, Elevate, AV Military Vets.**



ABLE



Culture Coalition



OPEN



Elevate



AV Military Vets

As we strive for greater diversity, equity, and inclusion, we're driving toward these goals and working together to achieve them.

### Enhance employee experience

**Cultivate an inclusive workplace** through internal awareness building, training and mentorship, and community involvement. Employee Resource Groups give all employees a voice to share their aspirations and address issues. Our employee feedback platform empowers employees to anonymously send feedback or speak up about workplace issues directly to leadership.

### Attract diverse candidates

**Partner with diverse recruiting sources** and ensure inclusive hiring practices to attract and hire candidates of all genders, ethnicities, and backgrounds. We tap into a wide range of organizations and institutions to broaden our reach. We develop interview guidelines to help our recruiters and hiring managers be inclusive and avoid bias in the pursuit of hiring the best candidates.

### Build a diverse talent pool and develop diverse leaders

**Ensure pipeline of future talent and leaders** by offering internship and mentorship programs today. We offer people of all backgrounds opportunities to learn about the technology and services we deliver through paid internship programs. We also offer current employees leadership coaching and mentoring, focusing on diverse talent and pairing each employee with an experienced company leader

## Awards and Recognition

### XTG Project Spotlight

We're beaming after winning a LAVNCH [CODE] Out of This World Experiences Award for our awe-inspiring immersive exhibit at the ARTE MUSEUM LAS VEGAS, which our team designed and installed in collaboration with d'strict. Take a look: <https://lasvegas.artemuseum.com/exhibition>. Experience it firsthand:

<https://player.vimeo.com/video/880086293?title=0&muted=1&autoplay=1&auto>



Las Vegas isn't known for subtlety, but the ARTE MUSEUM takes the sensational to the next level, delivering an out-of-this-world experience unlike anything the U.S. has seen before. Forget paintings on a wall. Here, immersive technology designed and installed via a collaboration between AVI-SPL and d'strict, transforms the entire space into a portal to another world. High-definition visuals sprawl across floors and walls, creating a captivating large-scale, multi-sensory adventure. The state-of-the-art audio system acts as a central element and core component of the multi-sensory experience. The immersive exhibits installed by AVI-SPL orchestrate space, content, and technology to create interactive storytelling experiences that bring joy and amazement. ARTE MUSEUM LAS VEGAS is not just an exhibition, it leverages advanced technology to pull guests in completely, making them part of the exhibit. Nature, art, and technology blend together, leaving visitors with a lasting impression of the power of human imagination, technology, and art.



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 acknowledgment, including:

### 2024

- Systems Contractor News, Top 50 Systems Integrators, Ranked #1
- TrustRadius: Top Rated, Buyer's Choice, Tech Cares
- AV Management and Control Technology of the Year
- International Integrator of the Year
- LAVNCH [CODE]'s Out of This World Experiences Awards—Arte Museum Las Vegas Immersive Exhibit
- rAVE 2024 Readers' Choice Award for Favorite Integrator of the Year
- 2024 Best Practices Award as the Enabling Technology Leader in the Global Experiential Technology Solutions Industry
- Strategic Account Management Association (SAMA) award for System Enablement of the SAM Program: Learning & Development
- Strategic Account Management Association (SAMA) award for Innovative Value Co-Creation
- Zoom Up Partner Program—Platinum Status



### 2023

- Cisco Webex Reimagine Workspaces Partner of the Year - Americas Award
- rAVE 2023 Readers' Choice Award for Favorite Integrator of the Year
- Integrator of the Year APAC Award
- MONDO-DR Award—Museum Category
- Strategic Account Management Association (SAMA) award for 2023 C-Suite Support and Engagement
- Frost and Sullivan 2023 Best Practices Award for Global Experiential Solutions
- Higher Ed AV's Project of the Year (Best in Class)
- 8 TrustRadius Awards: Best of 2023, Best Value for Price, Top Rated, Best Feature Set, Best Relationship, Tech Cares Award
- Commercial Integrator's Make a Difference Award

### 2022

- Strategic Account Management Association (SAMA) Award for 2022 Outstanding Mature Program of the Year
- SAMA 2022 Inaugural Systemic Enablement of the SAM Program Award
- Microsoft Gold Cloud Productivity Competency
- Microsoft Managed Partner
- Middle East Wins LAVNCH [CODE] 2022 Out of This World Award for Museum of the Future
- rAVE 2022 Readers' Choice Award for Favorite Integrator

### 2021

- Systems Contractor News, Top 50 Systems Integrators, Ranked #1, **17 consecutive years**
- Partner of the Year Finalist, Microsoft Surface Hub Reseller of the Year
- Cisco Customer Experience (CS) Specialization
- Commercial Integration BEST Award for Immersive Experience (Microsoft Welcome Wall)
- Strategic Account Management Association Excellence Awards, Outstanding Mature SAM Program
- Samsung Blue Partner of the Year, Display Awards

## Specialized Areas of Expertise

### AVI-SPL XTG: Experience Technology Group

XTG will help you harness the power of the digital experience and bring your brand story to life. We help you leverage space, content, and technology to create exceptional immersive experiences to:

#### Engage and delight customers

- Deliver unforgettable immersive experiences in museums, visitor centers, libraries, hotels, casinos, and entertainment venues.

#### Attract and retain talent

- Reimagine digital transformation with experiential spaces. Stay competitive in attracting and retaining talent. Create environments that encourage people to come back to the office.

XTG collaborates with an ecosystem of partners in architecture, workplace strategy, and content design to create award-winning, integrated, immersive experiential environments on a global scale.

### Enterprise Broadcast Center of Excellence

Our Enterprise Broadcast Center of Excellence elevates your most important communications to build deeper connections between your company and your customers and employees.

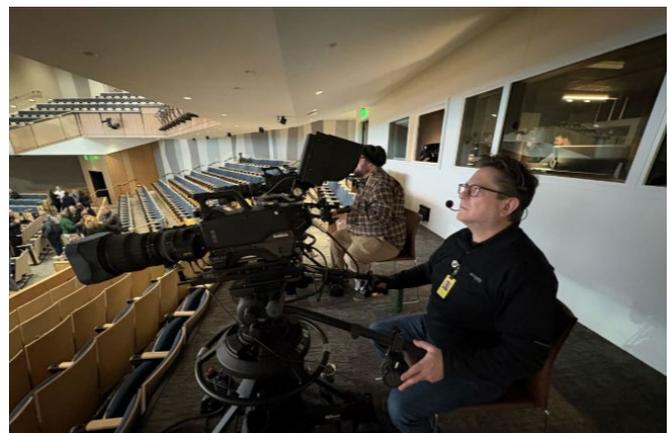
In a world of back-to-back video calls, how do you assure your most important communications aren't lost in the digital clutter? Enterprise broadcast systems leverage AV technology and broadcast quality equipment to create content that rises above the noise, connecting the audience in new ways and creating a visceral call to action.

These systems are used to:

- Increase employee retention and engagement
- Drive sales and investments
- Increase brand value and promote company culture

Companies today are utilizing enterprise broadcast systems for town halls, customer presentations, product launches, on-demand training, shareholder communications, and connecting audiences across multi-location hybrid events.

We understand the unique needs of enterprise broadcast environments. Let our experienced design, engineering, and production teams help you deliver results with our proven process.



We're ready to help you unlock the four keys to enterprise broadcast success:

1. High production values: create high quality, engaging communications
2. Live and recorded content: offer your teams a mix of real-time, virtual, and recorded events
3. Simplified streaming: utilize existing IP networks for efficient content distribution and management
4. Innovative approach: combine AV and IT infrastructure with modern broadcast solutions for seamless operations

## AVI-SPL Symphony

Proactively monitor, manage, and analyze multi-vendor environments with a single application. Symphony is a user experience management platform to connect, monitor, and track collaboration technology in your digital workplace to empower your people. Its functionality enables teams who support technologies and the users who rely on those collaboration tools every day.

### What does Symphony do for you?



#### Asset Capture

Know what technology you have deployed where. Get easy access to asset information for AV, UC, and video hardware and devices.



#### Cloud Migration

Leverage valuable performance data as you transition from traditional video conferencing to cloud conferencing.



#### Centralized Monitoring

Monitor your devices, rooms, and meetings from anywhere, anytime, in a single portal.



#### Incident Management

Let Symphony auto-create, clear, and close tickets based on your custom values. Symphony integrates with leading third-party ITSM platforms.



#### Workplace Management

Gather information related to your technology, spaces, and people to create data-driven decisions.



#### Success Metrics

Symphony tracks how your technology performs to deliver meaningful data about space, technology, and adoption.

**AVI-SPL Advantages**

- Unified global view of live data from your hybrid collaboration environments
- Compatible with Microsoft Teams Rooms, Zoom Rooms, and Cisco Webex
- Remote room and device troubleshooting
- Rich monitoring and control of your AV, video, and UCC technologies
- Robust automation for room readiness and other SOPs
- Rich utilization analytics for data-driven decisions
- Faster ticket resolution and lower number of end-user tickets
- Self-healing capabilities
- ITSM integration
- Increased technology uptime

Symphony enables a seamless end-to-end collaboration workflow for end users and operators. The monitoring and data that Symphony provides drive efficiency for day-to-day tasks and deliver a more strategic view of your space and technology estate. Symphony integrates all of this information into a single platform.

**AVI-SPL Virtual Reality (VR) Design**

AVI-SPL virtual reality (VR) design services accelerate room design processes while building buy-in for the finished results. This service allows multiple stakeholders to engage in human-centric design thinking, including the often-overlooked end user.

**How we support your design process**

**Plan and workshop**

Our experts work with you to assess your meeting, flex, and commercial spaces. And we host a workshop to understand your needs. From there, our design engineers craft 3D virtual spaces based on those needs, featuring:

- Audiovisual solutions
- Unified communications platforms
- Furniture

**Interactive design**

We make the design experience interactive to ensure furniture and technology set your teams up for success and minimize revisions.

Your team and stakeholders:

- Work alongside seasoned design engineers
- Interact with a 360-degree environment
- Modify space tech and layouts in real-time with our virtual designers

**Virtual roadmap to integration**

AVI-SPL VR Design Services streamlines the design-to-build stage and reduces integration costs by providing:

- Custom design for leading manufacturer solutions
- 3D room images
- 360-degree virtual room renders
- Video flythroughs\*

*\* Additional fees may apply.*



## 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, including sports arenas and performing arts centers. We have the experience and leadership needed to work efficiently 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 highly complex, high-profile environments

## Command and Control Rooms

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



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

## Government Contract Sales

AVI-SPL has a variety of federal and state contracts to provide product sales, installation, and support. If your purchase requires any contract compliance, we will fully comply with those terms. If you require a contract for which we are not listed, please contact us to discuss other purchasing options.



## Services and Support

### Let's Create a More Connected World

You know your business and the people who count on it. We know how to mobilize to scale quickly, address your local and worldwide needs, and support your growth.

AVI-SPL is the right partner with the right services and solutions to unite your employees worldwide and keep them connected. We quickly bring your collaboration solutions online and keep them running. You'll have an easy, consistent experience using the technology tools and environments you rely on.

We are your single go-to global digital workplace services provider, delivering where and when you need us. Our experts help enhance productivity, deepen engagement with your processes, and spark growth.

Rely on AVI-SPL to help you create a more connected world.



### AVI-SPL Services Overview

AVI-SPL service and support options make it easy to adopt new solutions and unlock business value for organizations of all sizes. Your IT team will find it easy to oversee, service, and track data from company assets. And users will have easy-to-use standardized systems so they can focus on their objectives.

We are here to support you and your organization. Rather than implementing a one-size-fits-all plan, we deploy technologies tailored to your needs, using a combination of **Professional Services, Global Support and Maintenance**, and **Managed Services**.

We can provide remote, on-site support or a combination to meet your needs. AVI-SPL monitors and manages your AV and UCC systems with global remote support teams stationed in the U.S., Canada, Mexico, London, Germany, India, and Hong Kong and staff at your site. Our expertise and scale are evident in:

**980,000**  
conferences  
monitored each year

**95%**  
customer  
satisfaction rating

**ITIL**  
certified  
professionals

Support client  
**video network**  
operations in **75**  
countries

Every year, our support and maintenance professionals:

Close over  
**30,000**  
cases

Answer over  
**40,000**  
calls

Provide more than  
**20,000**  
support visits

AVI-SPL teams are the best in the industry. And we work hard to keep them that way. With our support teams, you receive staff certified on the latest systems and solutions - enabling your end users to leverage the benefits of the best collaboration technologies.



**Support contract benefits**

- Quicker response time and productivity
- Cost savings over the life of the contract
- Dedicated expert technicians
- Ability to grow
- Optimized business operations and user experience



## Project Examples

### Transportation Market

## Tampa International Airport SkyCenter One Administration Building

### Tampa, FL

AVI-SPL worked with the airport's general contractor to design and install collaboration spaces throughout SkyCenter One, including a multipurpose boardroom with multiple displays. The project also included multiple Microsoft Teams conference rooms and huddle rooms, digital signage, and video walls in the Airport Operations Center and Emergency Operations Center. AVI-SPL also teamed with 22Miles to deliver an easy-to-use hot desking app. We also provide three on-site managed service technicians who deliver 24/7 technical support.

### Client Requirements

- Boardroom flex space with multiple displays and video wall
- Microsoft Teams conference rooms with Crestron control
- Plug and play huddle rooms
- Hot desking space reservation app
- Digital signage displays and content management
- Displays for operations center and emergency operations center
- 24/7 on-site technical support

### Why AVI-SPL

- State and national procurement discount contracts
- Company resources to manage large projects
- Robust relationships with preferred technology partners like Microsoft Teams and Crestron
- 24/7 on-site managed services capabilities





## Transportation Market

### Tampa International Airport Passenger Terminals

#### Tampa, FL

Tampa International Airport wanted to ensure a positive customer experience from when a person walked into the airport until they reached the final destination. AVI-SPL worked with the airport’s general contractor to design and install LED digital signage solutions throughout the passenger terminals. The new signage provides flight and shopping information and promotes local attractions. We also installed large video walls in the public events center and in the baggage claim area. AVI-SPL worked during off hours, so air travelers were not disrupted during installation. We also provide three on-site managed service technicians who deliver 24/7 technical support.

#### Client Requirements

- Boardroom flex space with multiple displays and video wall
- Microsoft Teams conference rooms with Crestron control
- Plug and play huddle rooms
- Hot desking space reservation app
- Digital signage displays and content management
- Displays for operations center and emergency operations center
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- 24/7 on-site managed services capabilities



**Non-Profit Market**

**US Naval Institute**



**U.S. NAVAL  
INSTITUTE**

**Annapolis, MD**

The US Naval Institute (USNI) provides an independent forum for those who dare to read, think, speak, and write to advance the professional, literary, and scientific understanding of sea power and global security issues. USNI wanted to provide a place for people to engage in their conference center face-to-face with the latest audio visual solutions. AVI-SPL worked with USNI and the general contractor to craft a holistic solution integrating digital signage throughout the facility, flat screen and room scheduling displays, secure wireless and wired content sharing, and ceiling array microphones for meeting spaces, a ReadyCam Studio, outdoor speakers, and wireless microphones, a DVLED screen, PTZ cameras, surround sound speakers, and a Crestron NVX distribution system for the auditorium.

**Client Requirements**

- Modern auditorium experience with immersive visuals and sound
- Interactive space for events and receptions
- Digital displays to complement the facility’s atmosphere and inform guests and staff
- Easy-to-use studio space for recording and streaming

**Why AVI-SPL**

- General contractor recommendation



\*All project photographs featured in this proposal are of AVI-SPL completed projects.

## Technology Market

### AVI-SPL Voice Cloud Calling and Contact Center

#### Tampa, FL

AVI-SPL has global support teams in the U.S., Canada, Mexico, London, Germany, India, and Hong Kong. Each team provides 24/7 customer support every day. AVI-SPL's primary cloud calling and contact center platform contract was ending, and we wanted a support solution with enhanced capabilities. AVI-SPL partnered with Zoom to simplify, elevate, and reduce the cost of our global support practices. Teams can access, monitor, and manage requests faster, anytime, and anywhere through a single centralized platform.

Zoom Contact Center also provided AVI-SPL an estimated \$70,000+ in annual savings.

#### Client Requirements

- Active switching between customers
- Intelligent, skills-based routing
- IVR capabilities
- GDPR and PCI compliance
- ServiceNow integration
- Robust analytics
- Audio and video recording
- Ability to transfer to Microsoft Teams via PSTN/directory

#### Why AVI-SPL partnered with Zoom

- Fulfilled current requirements and is future-ready for additional upgrades such as SMS messaging and self-service solutions
- Single portal interface helps resolve issues quickly
- Easily connect to the contact center from Zoom Phones or meetings
- Streamlined processes and enhanced customer support experience



## Healthcare Market



## MidMichigan Health

### Midland, MI

Collaboration tools improve MidMichigan's ability to train healthcare professionals. Staff use a paging system to communicate with students in a multi-room simulation center, and instructors can monitor physician interactions with real patients in the preceptor area.

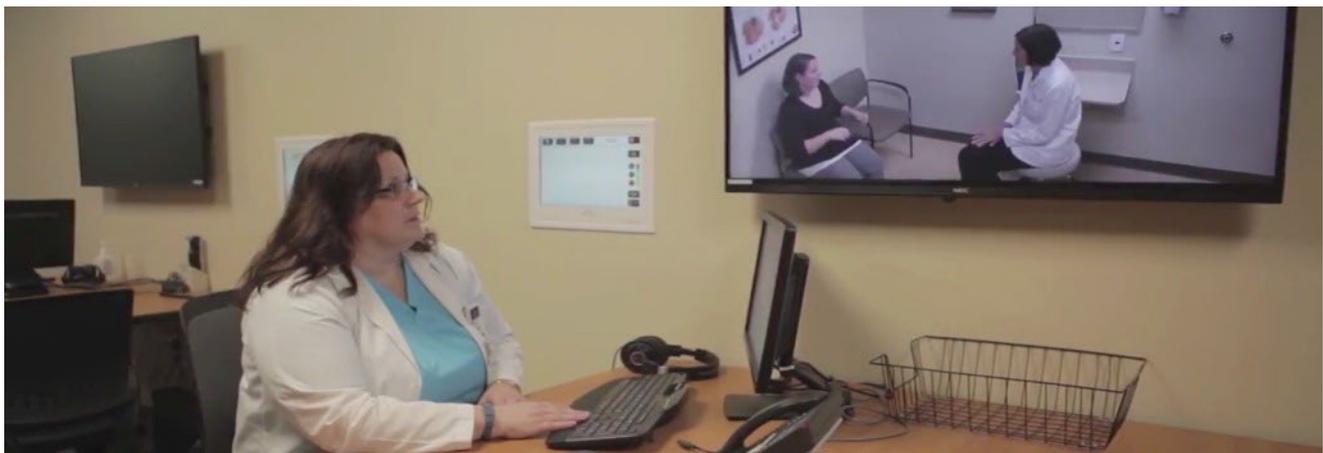
### Client Requirements

- Educate, train, and produce qualified healthcare providers
- Focus on quality and safety for the patient



### Why AVI-SPL

- Long history of successful partnerships with the client established confidence in AVI-SPL's abilities and post-installation support
- Client need for a company of AVI-SPL's size and capabilities for a project of this complexity
- Industry-leading technical abilities and deep staff pool enabled quick design changes without impacting project status



## Higher Education Market

### University of Toledo IISC



#### Toledo, OH

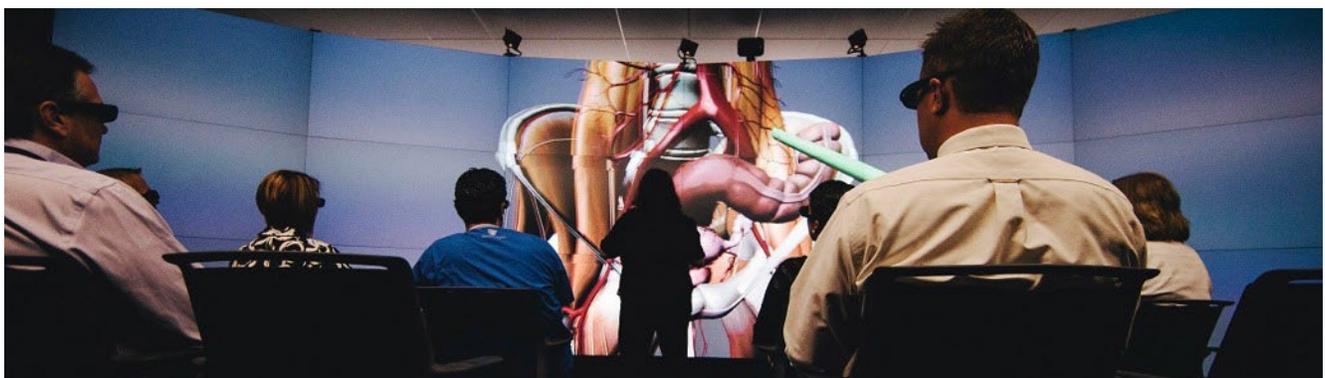
The University of Toledo's Interprofessional Immersive Simulation Center uses advanced visualization systems to train a variety of healthcare professionals and students and produce medical graduates who excel in clinical practices and medical research. To help meet these goals, the IISC incorporates clinical simulation scenarios and 3D visualization technology with the aim of preparing learners for the safest possible clinical care of real patients.

#### Client Requirements

- Virtual immersive environments that produce medical graduates who excel in clinical practices and medical research
- Training that enables better collaboration between disciplines to improve patient outcomes
- Deliver education through hands-on skill development
- Discover new ways to transfer knowledge and create new research opportunities

#### Why AVI-SPL

- A team collaboration approach across its advanced visualization, medical, and systems integration specializations
- Deep technical knowledge and capabilities to create interconnected systems within an intelligent building



## Higher Education Market

### Kean University



#### Union, New Jersey

Kean University opened its Visualization and Immersive Studio for Higher Education and Research in the Nancy Thompson Library Learning Commons on its Union campus. The new studio is powered by an Analog Way Aquilon C+ fully modular and scalable 4K/8K multi-screen presentation system and videowall processor. The studio’s impressive 270° experience features big screens spanning three walls. Ten Barco laser projectors display a seamless image across the canvas while the Analog Way Aquilon C+ drives the images and a Zignage media player plays back custom content.

#### Client Requirements

- A high-tech studio that enhances the university’s research possibilities
- An inter-disciplinary space that can be used for interactive and collaborative teaching and learning; data visualization and analysis; high-end, technology-rich presentations; and immersive computing
- Support for administrators and staff who do data analysis and visualize data to support studies in the space

#### Why AVI-SPL

- AVI-SPL designed, built, and installed the studio
- Staged a successful demo of the Aquilon C+ for Kean University’s director of digital information resources



**Higher Education Market**



**RMIT**

**Melbourne, Australia**

RMIT University uses the AVI-SPL Symphony user experience management application to monitor over 4,600 devices in 1,000+ classrooms in more than 100 buildings across six countries. The Symphony service gives IT and AV support teams a simple, single-pane view of all that is happening across their collaboration technology estates.

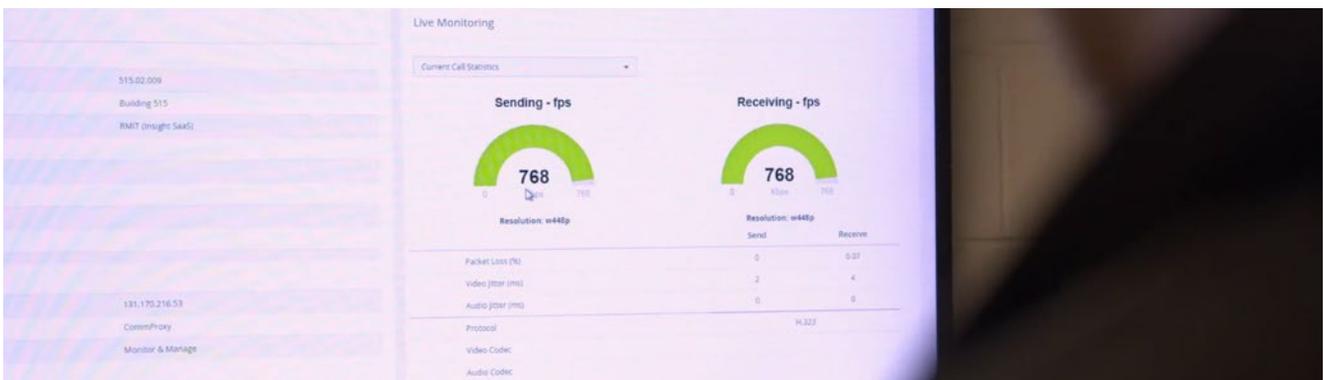


**Client Requirements**

- Use one tool to monitor the status of meeting rooms, classrooms, and other areas that have networked AV and collaboration systems
- Reduce the number of client-initiated tickets

**Why AVI-SPL**

- Symphony allows a centralized IT/AV operations department to orchestrate operations around the world - dramatically improving insight into all systems as well as reducing technician hours



## Higher Education Market

### Rose State College

Midwest City, OK



Rose State College needed to upgrade audio visual systems across six learning spaces of its Tanenbaum Aerospace and Cybersecurity Center. Building AV systems were original to its 2007 blueprints.

AVI-SPL designed and deployed a standardized AV-over-IP solution. This solution would enable students, faculty, and others to easily and quickly start up room tech and share content to any space simultaneously. Additionally, AV-SPL leveraged its VR design services to validate technology performance before install.

The multi-space AV-over-IP solution had a significant impact upon installation. Internal and external groups were immediately impressed with the system's ease of use, content access, and tech improvements.

#### Client Requirements

A standardized, centrally controlled, and flexible solution with:

- Clear video projection
- Room touch panel activation
- Easy audio and video switching between spaces
- Zoom and Microsoft Teams compatibility
- Presenter lecterns for easy access to room AV equipment
- A simple, consistent end-user room technology experience

#### Why AVI-SPL

- Ability to quickly design and integrate a custom AV-over-IP solution specific to college needs
- Deep technical knowledge
- Access to the latest solutions
- History with Rose State College



## Higher Education Market

### North Carolina State University Hunt Library



#### Raleigh, NC

North Carolina State wanted to transform its library into a hub of collaboration and research, one that would support ambitious programs for research, training, and business partnerships. AVI-SPL worked closely with the client and the consultant (the Sextant Group) to integrate systems for video collaboration, immersive video walls, presentation systems, and advanced visualization.



#### Client Requirements

- Create a new type of library, one that goes beyond its traditional role in student and faculty lives
- Design spaces for ease of collaboration and presentation among external and internal stakeholders

#### Why AVI-SPL

- AVI-SPL's partner and consultant engagement and track record of success with projects of similar size and complexity allowed us to provide a comprehensive set of integrated systems designed to be centrally managed



# 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**

Certificate Number:  
2025-1317025

Date Filed:  
05/29/2025

Date Acknowledged:

**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

**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.**  
25-04  
Audio Visual Solutions and Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Benjamin, Steve          | Tampa, FL United States                  | X                                     |              |
|   | Payne, Mark              | Tampa, FL United States                  | X                                     |              |
|   | Zettel, John             | 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 Mark Payne, and my date of birth is 09-20-1972.

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 29th day of May, 20 25.  
(month) (year)

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

## Exhibit F

Please see attached for the full form.

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

Offeror's Name: AVI-SPL LLC

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:  
Mark Payne, Chief Financial Officer

Email Address: Mark.Payne@avispl.com

Signature of Authorized Representative: Mark Payne Digitally signed by Mark Payne  
Date: 2025.05.20 11:54:00 -04'00'

Date: 5/19/2025

**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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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. § 200.327, 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**

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**(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 MP Initials of Authorized Representative of offeror

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

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 MP Initials of Authorized Representative of offeror

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

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

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

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

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

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

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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 MP Initials of Authorized Representative of offeror

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

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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 MP Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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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. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -  
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**

Version February 12, 2025

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.  
Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -  
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

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

Offeror's Name: AVI-SPL LLC

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: Mark Payne, Chief Financial Officer

Email Address: Mark.Payne@avispl.com

Signature of Authorized Representative: \_\_\_\_\_

Date: 5/19/2025

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

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

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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 MP Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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

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**COMMUNITY DEVELOPMENT BLOCK GRANTS**

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Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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**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:  
AVI-SPL LLC

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:  
Mark Payne, Chief Financial Officer

Email Address:  
Mark.Payne@avispl.com

Signature of Authorized Representative: \_\_\_\_\_ Date: 5/19/2025

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING 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 and 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), must be rejected and cannot receive contract awards at any level.

### **Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

### **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 Socioeconomic 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. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

### 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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 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 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.

**(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 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.

**(7)** 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 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 portion of the sentence immediately preceding paragraph (1) and 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. 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). 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.
- b. Applicability. The Davis-Bacon Act 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, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. 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.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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.
  - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

### Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.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.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.

- c. 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.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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). 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 work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

### 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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a.** Standard. 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).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it 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.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) 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.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a.** Standard. If applicable, contracts 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).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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.

**9. DEBARMENT AND SUSPENSION**

- a. Standard. 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).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

- i. 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 2 C.F.R. § 200.213. 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.
- ii. 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 subrecipients.
- iii. 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 auditservices.
  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. Suggested Language. 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’s 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 and2 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 the Participating Public Agency. 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 the Participating Public Agency, 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.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

### 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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 section 1352, title 31, U.S. Code. 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, AVI-SPL LLC, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Mark Payne, Chief Financial Officer

Name and Title of Contractor's Authorized Official

5/19/2025

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. 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. Suggested Language.
  - i. 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—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

## 13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

- i. The Contractor agrees to provide Participating Public Agency, 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.
- ii. 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.
- iii. 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.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 14. CHANGES

- a. Standard. 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.
- b. Applicability. 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.

## 15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "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. The contractor shall include this provision in any subcontracts".

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. 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. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

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

Offeror's Name: AVI-SPL LLC

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:  
Mark Payne, Chief Financial Officer

Email Address: Mark.Payne@avispl.com

Signature of Authorized Representative: \_\_\_\_\_

Date: 5/19/2025

**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  | Ownership Disclosure Form  |
| DOC #2  | Non-Collusion Affidavit  |
| DOC #3  | Affirmative Action Affidavit   |
| DOC #4  | Political Contribution Disclosure Form   |
| DOC #5  | Stockholder Disclosure Certification   |
| DOC #6  | Disclosure of Investment Activities in Iran                                    |
| DOC #7  | Certification of Non-Involvement in Prohibited Activities in Russia or Belarus |
| DOC #8  | New Jersey Business Registration Certificate                                   |
| DOC #9  | EEOAA Evidence   |
| DOC #10 | MacBride Principals Form   |

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.

Certificate Number  
730025

Registration Date: 11/23/2021  
Expiration Date: 11/22/2022



# 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:

2021  
AVI-SPL LLC

**Responsible Representative(s):**

Steve Benjamin, Manager

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.

# Request for Taxpayer Identification Number and Certification

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

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|  |           |   |
|--|-----------|---|
| <b>Print or type.</b><br><small>See Specific Instructions on page 3.</small> | <b>1</b>  | Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><br>AVI-SPL LLC  |
|  | <b>2</b>  | Business name/disregarded entity name, if different from above.   |
|  | <b>3a</b> | Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <u>  C  </u><br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) _____ |
|  | <b>3b</b> | If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>   |
|  | <b>4</b>  | Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the United States.)</i>  |
|  | <b>5</b>  | Address (number, street, and apt. or suite no.). See instructions.<br>6301 BENJAMIN ROAD, SUITE 101   |
|  | <b>6</b>  | City, state, and ZIP code<br>TAMPA, FL 33634-5115   |
|  | <b>7</b>  | List account number(s) here (optional)  |
|  |           | Requester's name and address (optional)   |

## Part I Taxpayer Identification Number (TIN)

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

|  |   |   |   |   |   |   |   |   |   |   |  |
|--|---|---|---|---|---|---|---|---|---|---|--|
| <b>Social security number</b>  |   |   |   |   |   |   |   |   |   |   |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>  |   |   | - |   |   |   |   |   |   |   |  |
|  |   | - |   |   |   |   |   |   |   |   |  |
| <b>or</b>  |   |   |   |   |   |   |   |   |   |   |  |
| <b>Employer identification number</b>  |   |   |   |   |   |   |   |   |   |   |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;">5</td> <td style="width: 25%; border: 1px solid black; text-align: center;">9</td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; text-align: center;">1</td> <td style="width: 25%; border: 1px solid black; text-align: center;">9</td> </tr> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;">5</td> <td style="width: 25%; border: 1px solid black; text-align: center;">8</td> <td style="width: 5%; text-align: center;">9</td> <td style="width: 25%; border: 1px solid black; text-align: center;">3</td> <td style="width: 25%; border: 1px solid black; text-align: center;">5</td> </tr> </table> | 5 | 9 | - | 1 | 9 | 5 | 8 | 9 | 3 | 5 |  |
| 5  | 9 | - | 1 | 9 |   |   |   |   |   |   |  |
| 5  | 8 | 9 | 3 | 5 |   |   |   |   |   |   |  |

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

|                  |                              |                        |
|------------------|------------------------------|------------------------|
| <b>Sign Here</b> | Signature of U.S. person<br> | Date <u>01/01/2025</u> |
|------------------|------------------------------|------------------------|

## General Instructions

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

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

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they