

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

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-12

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC") for Audio Visual Equipment, Accessories and Service

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

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

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

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

2) Questions Deadline:

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

3) APPENDIX E – Market Basket:

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

All other details remain unchanged.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Crystal Wallace Region 4 Education Service Center Business Operations Specialist

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made	as of April, 1, 2021 _, 2020 by and between
AVI-SPL, LLC.	("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchas	se of Audio Visual Equipment, Accessories & Services ("the
products and services").	

RECITALS

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

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

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

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

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

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

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

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) 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) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) 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) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time:

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

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

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

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

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

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

- sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a thirdparty auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) 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) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

- and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) 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) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) 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) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

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

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

	(Note: If none are listed below, it is understood that no exceptions/de	eviations are taken.)
Χ	Offerer takes the following exceptions to the PEP and draft Centract	All exceptions mus

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

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

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

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

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

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Products/Pricing

Pricing, Exhibit E

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

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

Electronic Catalog

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

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

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

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

All Products and Services

iii. Is pricing available for all products and services?

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

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Leasing/Rental Options

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

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

Shipping Charges

v. Describe any shipping charges.

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

Pricing for Warranties

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

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

Global Support and Maintenance

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

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

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

Service Levels Available:

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

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

Essential (Time & Materials)

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

Billable Offerings:

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

Enhanced

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

Elite

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

Return and Restocking Fees

vii. Describe any return and restocking fees.

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

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



Additional Discounts or Rebates

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

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

Customer Verification

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

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

Procedures

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

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

Frequency of Updates and Proposed Indices

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

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

Future Product Introductions

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

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

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



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

Additional Information

xiii. Provide any additional information relevant to this section.

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

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

APPENDIX D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

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

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

 $\label{eq:cooperative} Exhibit \ C-MASTER\ INTERGOVERNMENTAL\ COOPERATIVE\ PURCHASING\ AGREEMENT, EXAMPLE$

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E - CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

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

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

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

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

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

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

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

1.3 Estimated Volume

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

1.4 Award Basis

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

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

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

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

a.	. Minority Women Business Enterprise				
	☐ Yes X No				
	If yes, list certifying agency: _	N/A			

b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise
	(DBE)
	☐ Yes X No
	If yes, list certifying agency: N/A
c.	Historically Underutilized Business (HUB)
	☐ Yes ☒ No If yes, list certifying agency: N/A
d.	Historically Underutilized Business Zone Enterprise (HUBZone)
	☐ Yes
e.	Other recognized diversity certificate holder
	☐ Yes X No
	If yes, list certifying agency: N/A

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

3.2 Distribution, Logistics

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

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

3.3 Marketing and Sales

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

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

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

\$ 00 in year one
\$ 00 in year two
\$.00 in year three

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

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

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

EXHIBIT B ADMINISTRATION AGREEMENT, EXAMPLE

DEFINITIONS

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

TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.
- 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
- 6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
- 7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "Data Regulations").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

TERM OF AGREEMENT; TERMINATION

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

NATIONAL PROMOTION

- 10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("<u>Administrative Fee Percentage</u>") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("<u>Contract Sales</u>"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

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

GENERAL PROVISIONS

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

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

B.	Sup	plie	r:			

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

- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

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

EXHIBIT C MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("<u>GPO</u>") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "<u>Procuring Party</u>") that procure Products through any Master Agreement or GPO Product supply agreement (each a "<u>GPO Contract</u>") will make timely payments to the distributor, manufacturer or other vendor (collectively, "<u>Supplier</u>") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

- 11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature
	Sarah E. Vavra
Name	Name /
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for Nationa Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners
Public Sector ("OMNIA Partners"), [NAME OF PPA] agrees to pursue Master Agreements fo
Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
2.1044615 46 Specifical in the minimum 2.11101616 to the 1.111616 in 1.12646
I hereby acknowledge, in my capacity as of and on behalf of [NAME OF PPA
("Principal Procurement Agency"), that I have read and hereby agree to the general terms and
conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreemen
regulating the use of the Master Agreements and purchase of Products that from time to time are
made available by Principal Procurement Agencies to Participating Public Agencies nationwide
through OMNIA Partners.
I understand that the purchase of one or more Products under the provisions of the Maste
Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.
Tarticipating Tublic Agency.
Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]
Signature
Name

Title
Date
Duc

EXHIBIT E CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

Supplier Internal ID ID Name Street Address Street Address 2 City State Postal Code Transaction Date Sales Amount Admin Fee % Admin Fee % Admin Fee % Once Wildcard Uniquely Supplier Internal ID ID Name Street Address	NIA USE ONLY Rebate Due Rebate N
Supplier Internal ID ID Name Street Address Street Address 2 City State Postal Code Transaction Date Sales Amount Admin Fee Admin Fee Wildcard Unique	Rebate Due Rebate N
	+
	1

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

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

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

- (a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
 - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils)

as authorized by 41 U.S.C. 1908, must address administ contractors violate or breach contract terms, and provide for s	rative, contractual, or legal remedies in instances where such sanctions and penalties as appropriate.
Pursuant to Federal Rule (A) above, when a Participating Agency e and privileges under the applicable laws and regulations with respe party.	expends federal funds, the Participating Agency reserves all rights eact to this procurement in the event of breach of contract by either
Does offeror agree? YES	Initials of Authorized Representative of offeror
(B) Termination for cause and for convenience by the grant effected and the basis for settlement. (All contracts in excess of the settlement.	ee or subgrantee including the manner by which it will be of \$10,000)
Pursuant to Federal Rule (B) above, when a Participating Agency eto immediately terminate any agreement in excess of \$10,000 residefault of the agreement by Offgror as detailed in the terms of the	ulting from this procurement process in the event of a breach or
Does offeror agree? YES	Initials of Authorized Representative of offeror
(C) Equal Employment Opportunity Frank as attacking	and deduced as 44 OFP P 4 OF N

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

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term of an award for all contracts by Participating Agency member reto comply with all applicable requirements as referenced in Federal Rule	esulting from this procurement process, the offeror agrees		
Does offeror agree? YES	Initials of Authorized Representative of offeror		
(H) Debarment and Suspension (Executive Orders 12549 and 1268 made to parties listed on the government wide exclusions in the Sy the Executive Office of the President Office of Management and Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 13 Suspension." SAM Exclusions contains the names of parties debawell as parties declared ineligible under statutory or regulatory and	ystem for Award Management (SAM), in accordance with Budget (OMB) guidelines at 2 CFR 180 that implement 2689 (3 CFR part 1989 Comp., p. 235), "Debarment and rred, suspended, or otherwise excluded by agencies, as		
Pursuant to Federal Rule (H) above, when federal funds are expended term of an award for all contracts by Participating Agency resulting from it nor its principals is presently debarred, suspended, proposed for diparticipation by any federal department or agency. If at any time during debarred, suspended, proposed for debarrent, declared ineligible, department or agency, the offeror will notify the Participating Agency.	n this procurement process, the offeror certifies that neither ebarment, declared ineligible, or voluntarily excluded from g the term of an award the offeror or its principals becomes		
Does offeror agree? YES	Initials of Authorized Representative of offeror		
(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractor must file the required certification. Each tier certifies to the tier abo funds to pay any person or organization for influencing or attempt member of Congress, officer or employee of Congress, or an er obtaining any Federal contract, grant or any other award covere lobbying with non-Federal funds that takes place in connection v forwarded from tier to tier up to the non-Federal award.	we that it will not and has not used Federal appropriated ing to influence an officer or employee of any agency, a uployee of a member of Congress in connection with d by 31 U.S.C. 1352. Each tier must also disclose any		
Pursuant to Federal Rule (I) above, when federal funds are expended term and after the awarded term of an award for all contracts by Partici offeror certifies that it is in compliance with all applicable provisions of undersigned further certifies that: (1) No Federal appropriated funds have been paid or will be paid for or attempting to influence an officer or employee of any agency, a Member employee of a Member of Congress in connection with the awarding of a of a Federal loan, the entering into a cooperative agreement, and the export a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have bee attempting to influence an officer or employee of any agency, a Memermployee of a Member of Congress in connection with this Federal grant and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in (3) The undersigned shall require that the language of this certification awards exceeding \$100,000 in Federal funds at all appropriate tiers and Does offeror agree? YES	ipating Agency resulting from this procurement process, the the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The in behalf of the undersigned, to any person for influencing or oper of Congress, an officer or employee of congress, or an a Federal contract, the making of a Federal grant, the making stension, continuation, renewal, amendment, or modification on paid or will be paid to any person for influencing or other of Congress, an officer or employee of congress, or an antior cooperative agreement, the undersigned shall complete in accordance with its instructions.		
RECORD RETENTION REQUIREMENTS FOR CON	TRACTS INVOLVING FEDERAL FUNDS		
When federal funds are expended by Participating Agency for any contribution that it will comply with the record retention requirements detailed in 2 (retain all records as required by 2 CFR § 200.333 for a period of expenditure reports or quarterly or annual financial reports, as applicable	CFR § 200.333. The offeror further certifies that offeror will three years after grantees or subgrantees submit final		
Does offeror agree? YES	Initials of Authorized Representative of offeror		
CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT			

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

Does offeror agree? YES	Initials of Authorized Representative of offeror		
CERTIFICATION OF COMPLIAN	CE WITH BUY AMERICA PROVISIONS		
provide such certification or applicable waiver with respect to sp Purchases made in accordance with the Buy America Act must open competition.	th all applicable provisions of the Buy America Act and agrees to becific products to any Participating Agency upon request. still follow the applicable procurement rules calling for free and		
Does offeror agree? YES	Initials of Authorized Representative of offeror		
CERTIFICATION OF ACCESS	S TO RECORDS – 2 C.F.R. § 200.336		
documents, papers, or other records of offeror that are pertine	by of their duly authorized representatives shall have access to any ent to offeror's discharge of its obligations under the Contract for the criptions. The right also includes timely and reasonable access to elating to such documents.		
Does offeror agree? YES	Initials of Authorized Representative of offeror		
CERTIFICATION OF APPLIC	CABILITY TO SUBCONTRACTORS		
Offeror agrees that all contracts lawards pursuant to the Contra	act shall be bound by the foregoing terms and conditions.		
Does offeror agree? YES	Initials of Authorized Representative of offeror		
Offeror agrees to comply with all federal, state, and local law further acknowledged that offeror certifies compliance with noted above.			
Offeror's Name: Audio Visual Innovations, Inc.			
Address, City, State, and Zip Code: 6301 Benjamin Road, Sui	te 101, Tampa, FL 33634		
Phone Number: (813) 884-7168	Fax Number:(813) 882-9508		
Printed Name and Title of Authorized Representative.	njamin, Executive Vice President		
Email Address:steve.benjamin@avispl.com			
Signature of Authorized Representative	Date: 12/08/2020		

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV-7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

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

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

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

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

- contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs. including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

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

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

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

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

Federal Water Pollution Control Act

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

8. Debarment and Suspension.

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

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

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

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

9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor,	Audio Visual Inno	vations, Inc.	, certifies	or affirms	the truthfulness ar	ıd
accuracy of eac	h statement of its	s certification and			Idition, the Contract	
understands an and disclosure,		provisions of 31	U.S.C. § 3801	et seq., ap	oly to this certification	'n
Signatu	re of Contractor's	Authorized Offic	ial			
	Steve Benjamin, Ex	ecutive Vice Presi	dent			
Name a	nd Title of Contrac	tor's Authorized	Official			
	12/08/2020					
_	Da	te"				

Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA quidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

- (ii) Meetingcontract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

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

b. Changes.

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

c. Access to Records.

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

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

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

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

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

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

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

Offeror's Name: Audio Visual Innovations, Inc.			
Address, City, State, and Zip Code: _6301 Benjamin Road, Suite 101, Tampa,	FL 33634		
Phone Number: (813) 884-7168			
Fax Number:(813) 882-9508			
Printed Name and Title of Authorized Representative: Steve Benjamin, Executive Vi	ice President		
Email Address: steve.benjamin@avispl.com			
— /			
Signature of Authorized Representative:			
	Date:12	2/08/2020	=

EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Audio Visual Innovations, Inc.

<u>Orga</u>	Organization Address: 6301 Benjamin Road, Suite 101, Tampa, FL 33634				
<u>Part</u>	I Check the box that represe	nts the type of business organization:			
	ole Proprietorship (skip Parts II a	and III, execute certification in Part IV)			
\square_{N}	on-Profit Corporation (skip Parts	II and III, execute certification in Part IV)			
XF	or-Profit Corporation (any type)	Limited Liability Company (LLC)			
		nership Limited Liability Partnership (LLP)			
	ther (be specific):				
<u>Part</u>	<u>11</u>				
	corporation who own 10 perce partners in the partnership wh members in the limited liability	ames and addresses of all stockholders in the ent or more of its stock, of any class, or of all individual no own a 10 percent or greater interest therein, or of all y company who own a 10 percent or greater interest (COMPLETE THE LIST BELOW IN THIS SECTION)			
	OF	र			
X	class, or no individual partner interest therein, or no membe	rporation owns 10 percent or more of its stock, of any in the partnership owns a 10 percent or greater in the limited liability company owns a 10 percent or e case may be. (SKIP TO PART IV)			
(Pleas	se attach additional sheets if more spa	ace is needed):			
Na	ame of Individual or Business Entity	Home Address (for Individuals) or Business Address			

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

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

Page #'s

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

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

Part IV Certification

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

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

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of Florida			
County of Hillsborough		ss:	
- 0. 5.		m	
I, Steve Benjamin resi	iding in _	(name of municipality)	
in the County of Hillsborough		and State of Florida	of full
age, being duly sworn according to law on my	oath der		or run
		and out must	
I am Executive Vice President	of t	the firm of Audio Visual	
(title or position)		(name of fi	rm)
Innovations, Inc.	the bidd	er making this Proposal for the bid	
entitled Solicitation Number 20-12 (title of bid proposal)	and that	I executed the said proposal with	
full authority to do so that said bidder has not,	directly	or indirectly entered into any agreen	nent,
participated in any collusion, or otherwise take			
connection with the above named project; and			l and in this
affidavit are true and correct, and made with fi			
relies upon the	truth of t	he statements contained in said Proj	oosal
(name of contracting unit) and in the statements contained in this affidavi	it in awar	ding the contract for the said project	•
and in the statements contained in this arriday	ii iii awai	unig the contract for the said project	L.
I further warrant that no person or selling agent contract upon an agreement or understanding the fee, except bona fide employees or bona fide e	for a com	mission, percentage, brokerage, or o	contingent
		-//	
Subscribed and sworn to			
Subscribed and sworn to	/		
before me this day			
before the this day	1	Signature	
		orginature .	
Elyabeth Casalo		Steve Benjamin	
00	(Type of	r print name of affiant under signature	e)
Elyabeth Casalo			,
Notary public of			
My Commission expires 7/21/2024			
(G1)			
Elizabeth Casale Comm.#HH022048 Expires: July 21, 2024 Bonded Thru Aaron Notary			

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

Company Nan	ne: Audio Visual Innovations, Inc.
Street: 6301	Benjamin Road, Suite 101
City, State, Zi	p Code: Tampa, FL 33634
Proposal Certi	ification:
proposal will b	company's compliance with New Jersey Affirmative Action regulations. Company's be accepted even if company is not in compliance at this time. No contract and/or may be issued, however, until all Affirmative Action requirements are met.
Required Affin	rmative Action Evidence:
	rofessional & Service Contracts (Exhibit A) t submit with proposal:
1.	A photo copy of their Federal Letter of Affirmative Action Plan Approval
	OR
2.	A photo copy of their <u>Certificate of Employee Information Report</u> OR
3.	A complete Affirmative Action Employee Information Report (AA302)
Public Work –	Over \$50,000 Total Project Cost:
A. No approve	d Federal or New Jersey Affirmative Action Plan. We will complete Report Form
AA201-A 1	upon receipt from the
B. Approved F	Federal or New Jersey Plan – certificate enclosed
	that the statements and information contained herein, are complete and correct to mowledge and belief.
12/08/2020	Steve Benjamin, EVI
Date	Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

	no late	t than 10 days prior to	the awaru o	71 1210 001111 11011	
Part I – Ve	endor Information	1			
Vendor Nan		isual Innovations, Inc			
Address:		in Road, Suite 101			
City:	Tampa	State: FL	Zip: 3	3634	
The undersignompliance was accompanying	vith the provisions of	d to certify, hereby certiff N.J.S.A. 19:44A-20.2	Ties that the single 6 and as represented	ubmission provid resented by the In	ed herein represents structions
N		Steve Benjamin	Exect	utive Vice Presid	ent
Signature		Printed Name	Title		
-6	Doort	TT 0 1 11		. 9	
	Falt	II - Contribu	ition D	isclosure	
political co	ntributions (more t	uant to <u>N.J.S.A.</u> 19:44, than \$300 per election ment entities listed on	cycle) over	the 12 months p	prior to submission
Check h	ere if disclosure is p	rovided in electronic for	m		
	ere if disclosure is p	rovided in electronic for		Date	Dollar Amount
		rovided in electronic for Recipient Na		Date	Dollar Amount
Cont				Date	
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DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:	
I certify that the list below contains the name holding 10% or more of the issued and outs OR	
I certify that no one stockholder owns 10% the undersigned.	or more of the issued and outstanding stock of
Check the box that represents the type of busine	ss organization:
Partnership X Corporation	Sole Proprietorship
Limited Partnership Limited Liability (Corporation Limited Liability Partnership
Subchapter S Corporation	
Sign and notarize the form below, and, if necessa	ry, complete the stockholder list below.
Stockholders:	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and swom before me this 8th day of December 2020 Ely obeth Casale (Notary Public) My Commission expires: 7121/2024	(Affiant) Steve Benjamin, Executive Vice President (Print name & title of affiant) (Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

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

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

Offerors should submit the above form completed with their proposal.

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

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

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

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

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

Name:	Steve Benjamin	Title:	Executive Vice President
	1		
Signatu	re:	Date:	12/08/2020
1	<u> </u>		

DOC #9 MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:	20-12	VENDOR/BIDDER:	Audio Visual Innovations, Inc.	
VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989				
Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in lefault and seeking debarment or suspension of the party.				
, the undersigned, on behalf	the Vendor/Bio	dder, certify pursuant to N.J.S.A. 52	::34-12.2 that:	
CHECK THE APPROPRIATE BOX				
X The Vendor/Bidder has n	io business opera	tions in Northern Ireland; or		
OR The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.				
		CERTIFICATION		
information and any attachme of New Jersey is relying on th from the date of this certificat any changes to the information misrepresentation in Uniscertif	nts hereto, to the e information corion through the concentration contained herei ication. If I do so, ement(s) with the	o execute this certification on behalf of a best of my knowledge are true and contained herein, and that the Vendor/Bic completion of any contract(s) with the sin; that I am aware that it is a criminal, I will be subject to <u>criminal prosecution</u> e State, permitting the State to declare	mplete. I acknowledge that the State dder is under a <u>continuing obligation</u> State to notify the State in writing of offense to make a false statement or under the law, and it will constitute	
ignature		12/08/2020 Date		
Steve Benjamin, Executive	Vice President	Date		
rint Name and Title				

Version September 29, 2020

EXHIBIT H ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS	CITY OF LA GRANDE, OR
INCLUDING BUT NOT LIMITED TO:	CITY OF LAFAYETTE, LA
BAKER CITY GOLF COURSE, OR	CITY OF LAKE CHARLES, OR
CITY OF ADAIR VILLAGE, OR	CITY OF LEBANON, OR
CITY OF ASHLAND, OR	CITY OF MCMINNVILLE, OR
CITY OF AUMSVILLE, OR	CITY OF MEDFORD, OR
CITY OF AURORA, OR	CITY OF METAIRIE, LA
CITY OF BAKER, OR	CITY OF MILL CITY, OR
CITY OF BATON ROUGE, LA	CITY OF MILWAUKIE, OR
CITY OF BEAVERTON, OR	CITY OF MONROE, LA
CITY OF BEND, OR	CITY OF MOSIER, OR
CITY OF BOARDMAN, OR	CITY OF NEW ORLEANS, LA
CITY OF BONANAZA, OR	CITY OF NORTH PLAINS, OR
CITY OF BOSSIER CITY, LA	CITY OF OREGON CITY, OR
CITY OF BROOKINGS, OR	CITY OF PILOT ROCK, OR
CITY OF BURNS, OR	CITY OF PORTLAND, OR
CITY OF CANBY, OR	CITY OF POWERS, OR
CITY OF CANYONVILLE, OR	CITY OF PRINEVILLE, OR
CITY OF CLATSKANIE, OR	CITY OF REDMOND, OR
CITY OF COBURG, OR	CITY OF REEDSPORT, OR
CITY OF CONDON, OR	CITY OF RIDDLE, OR
CITY OF COQUILLE, OR	CITY OF ROGUE RIVER, OR
CITY OF CORVALLI, OR	CITY OF ROSEBURG, OR
CITY OF CORVALLIS PARKS AND RECREATION	CITY OF SALEM, OR
DEPARTMENT, OR	CITY OF SANDY, OR
CITY OF COTTAGE GROVE, OR	CITY OF SCAPPOOSE, OR
CITY OF DONALD, OR	CITY OF SHADY COVE, OR
CITY OF EUGENE, OR	CITY OF SHERWOOD, OR
CITY OF FOREST GROVE, OR	CITY OF SHREVEPORT, LA
CITY OF GOLD HILL, OR	CITY OF SILVERTON, OR
CITY OF GRANTS PASS, OR	CITY OF SPRINGFIELD, OR
CITY OF GRESHAM, OR	CITY OF ST. HELENS, OR
CITY OF HILLSBORO, OR	CITY OF ST. PAUL, OR
CITY OF INDEPENDENCE, OR	CITY OF SULPHUR, LA
CITY AND COUNTY OF HONOLULU, HI	CITY OF TIGARD, OR
CITY OF KENNER, LA	CITY OF TROUTDALE, OR

Version September 29, 2020

CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES

THE CITY OF HAPPY VALLEY OREGON

ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT

AMERICAN FORK CITY, UT

ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT

BIG WATER, UT BLANDING, UT BLUFFDALE, UT BOULDER, UT

CITY OF BOUNTIFUL, UT

BRIAN HEAD, UT

BRIGHAM CITY CORPORATION, UT

BRYCE CANYON CITY, UT CANNONVILLE, UT CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT

CEDAR FORT, UT

CITY OF CEDAR HILLS, UT

CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT

CENTRAL VALLEY, UT CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT

CLINTON CITY CORPORATION, UT

COALVILLE, UT CORINNE, UT CORNISH, UT

COTTONWOOD HEIGHTS, UT

DANIEL, UT DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT

EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT

EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT FOUNTAIN GREEN, UT

FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT

GARLAND, UT GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE, UT HATCH, UT

HEBER CITY CORPORATION, UT

HELPER, UT HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT HIDEOUT, UT HIGHLAND, UT HILDALE, UT HINCKLEY, UT HOLDEN, UT HOLLADAY, UT HONEYVILLE, UT HOOPER, UT HOWELL, UT HUNTINGTON, UT HUNTSVILLE, UT

CITY OF HURRICANE, UT

HYDE PARK, UT HYRUM, UT INDEPENDENCE, UT

IVINS, UT JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT

KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT LEEDS, UT

LEHI CITY CORPORATION, UT

LEVAN, UT LEWISTON, UT LINDON, UT LOA, UT LOGAN CITY, UT LYMAN, UT

LYNNDYL, UT

MANILA, UT MANTI, UT MANTUA, UT MAPLETON, UT

MARRIOTT-SLATERVILLE, UT

MARYSVALE, UT MAYFIELD, UT MEADOW, UT MENDON, UT

MIDVALE CITY INC., UT

MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT

CITY OF MONTICELLO, UT

MORGAN, UT MORONI, UT

MOUNT PLEASANT, UT

MURRAY CITY CORPORATION, UT

MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT

NORTH SALT LAKE CITY, UT

OAK CITY, UT OAKLEY, UT

OGDEN CITY CORPORATION, UT

OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT

PLAIN CITY, UT

PLEASANT GROVE CITY, UT PLEASANT VIEW, UT

PLEASANT GROV PLEASANT VIEW, PLYMOUTH, UT PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT RANDOLPH, UT

RANDOLPH, UT REDMOND, UT RICHFIELD, UT RICHMOND, UT RIVERDALE, UT

RIVER HEIGHTS, UT RIVERTON CITY, UT ROCKVILLE, UT

ROCKY RIDGE, UT ROOSEVELT CITY CORPORATION, UT

ROY, UT

RUSH VALLEY, UT CITY OF ST. GEORGE, UT

SALEM, UT

SALINA, UT

SALT LAKE CITY CORPORATION, UT

SANDY, UT SANTA CLARA, UT SANTAQUIN, UT

SARATOGA SPRINGS, UT

SCIPIO, UT SCOFIELD, UT SIGURD, UT SMITHFIELD, UT SNOWVILLE, UT

CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT

CITY OF SOUTH SALT LAKE, UT

SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT

SYRACUSE, UT

TABIONA, UT

CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT

TOQUERVILLE, UT TORREY, UT TREMONTON CITY, UT

TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT

WASHINGTON CITY, UT WASHINGTON TERRACE, UT

WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT

WILLARD, UT

WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA CALCASIEU PARISH, LA

CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI

CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION,

OR

CLATSOP COUNTY, OR COLUMBIA COUNTY, OR

COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR

CURRY COUNTY, OR DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR

EAST BATON ROUGE PARISH, LA

GILLIAM COUNTY, OR GRANT COUNTY, OR HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR

HAWAII COUNTY, HI HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA

JOSEPHINE COUNTY GOVERNMENT, OR

LAFAYETTE CONSOLIDATED GOVERNMENT, LA

LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS

COMMISSION

LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI

MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND

COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR

MULTNOMAH LAW LIBRARY, OR

ORLEANS PARISH, LA PLAQUEMINES PARISH, LA

POLK COUNTY, OR RAPIDES PARISH, LA

SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA

SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR

UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA

WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT

COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT

COUNTY OF TOOELE, UT COUNTY OF UTAH, UT

COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT

COUNTY OF CARBON, UT COUNTY OF SANPETE, UT

COUNTY OF JUAB, UT

COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT

COUNTY OF EMERY, UT COUNTY OF GRAND, UT

COUNTY OF BEVER, UT COUNTY OF PIUTE, UT

COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT

COUNTY OF GARFIELD, UT

COUNTY OF KANE, UT COUNTY OF IRON, UT

COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR

ADEL WATER IMPROVEMENT DISTRICT, OR

ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

AGNESS-ILLAHE R.F.P.D., OR

AGRICULTURE EDUCATION SERVICE EXTENSION

DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29,

OR

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,

OR

AMITY FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,

OR

APPLEGATE VALLEY R.F.P.D. #9, OR

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,

OR

ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR

ASH CREEK WATER CONTROL DISTRICT, OR

ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR AZALEA R.F.P.D., OR

BADGER IMPROVEMENT DISTRICT, OR

BAILEY-SPENCER R.F.P.D., OR

BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR

BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR

BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT,

OR

BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR CAMP SHERMAN ROAD DISTRICT, OR BANKS FIRE DISTRICT #13, OR CANBY AREA TRANSIT, OR BAR L RANCH ROAD DISTRICT, OR CANBY R.F.P.D. #62, OR BARLOW WATER IMPROVEMENT DISTRICT, OR CANBY UTILITY BOARD, OR BASIN AMBULANCE SERVICE DISTRICT, OR CANNON BEACH R.F.P.D., OR BASIN TRANSIT SERVICE TRANSPORTATION CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR DISTRICT, OR CAPE FERRELO R.F.P.D., OR BATON ROUGE WATER COMPANY CAPE FOULWEATHER SANITARY DISTRICT, OR BAY AREA HEALTH DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR CARMEL BEACH WATER DISTRICT, OR CASCADE VIEW ESTATES TRACT 2, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, CEDAR TRAILS SPECIAL ROAD DISTRICT, OR INC., OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR BEAVER SLOUGH DRAINAGE DISTRICT, OR CENTRAL CASCADES FIRE AND EMS, OR BEAVER SPECIAL ROAD DISTRICT, OR CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA BEAVER WATER DISTRICT, OR CENTRAL LINCOLN P.U.D., OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR DISTRICT, OR BEND METRO PARK AND RECREATION DISTRICT CENTRAL OREGON INTERGOVERNMENTAL BENTON S.W.C.D., OR COUNCIL BERNDT SUBDIVISION WATER IMPROVEMENT CENTRAL OREGON IRRIGATION DISTRICT, OR DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT, OR BEVERLY BEACH WATER DISTRICT, OR CHARLESTON FIRE DISTRICT, OR BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, CHARLESTON SANITARY DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR BIG BEND IRRIGATION DISTRICT, OR CHEHALEM PARK & RECREATION DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT BIGGS SERVICE DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE CHEMULT R.F.P.D., OR CHENOWITH WATER P.U.D., OR SERVICES, OR BLACK BUTTE RANCH R.F.P.D., OR CHERRIOTS, OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT. BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-SUMMIT R.F.P.D., OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR CHILOQUIN VECTOR CONTROL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, BLY R.F.P.D., OR BLY VECTOR CONTROL DISTRICT, OR BLY WATER AND SANITARY DISTRICT, OR CHRISTMAS VALLEY PARK & RECREATION BOARDMAN CEMETERY MAINTENANCE DISTRICT, DISTRICT, OR CHRISTMAS VALLEY R.F.P.D., OR BOARDMAN PARK AND RECREATION DISTRICT CITY OF BOGALUSA SCHOOL BOARD, LA BOARDMAN R.F.P.D., OR CLACKAMAS COUNTY FIRE DISTRICT #1, OR BONANZA BIG SPRINGS PARK & RECREATION CLACKAMAS COUNTY SERVICE DISTRICT #1. OR DISTRICT, OR CLACKAMAS COUNTY VECTOR CONTROL BONANZA MEMORIAL PARK CEMETERY DISTRICT, DISTRICT, OR CLACKAMAS RIVER WATER BONANZA R.F.P.D., OR CLACKAMAS RIVER WATER, OR BONANZA-LANGELL VALLEY VECTOR CONTROL CLACKAMAS S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT DISTRICT, OR **BORING WATER DISTRICT #24, OR** COMPANY, OR BOULDER CREEK RETREAT SPECIAL ROAD CLATSKANIE LIBRARY DISTRICT, OR DISTRICT, OR CLATSKANIE P.U.D., OR BRIDGE R.F.P.D., OR CLATSKANIE PARK & RECREATION DISTRICT, OR BROOKS COMMUNITY SERVICE DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT BROWNSVILLE R.F.P.D., OR CLATSKANIE R.F.P.D., OR BUELL-RED PRAIRIE WATER DISTRICT, OR CLATSOP CARE CENTER HEALTH DISTRICT, OR BUNKER HILL R.F.P.D. #1, OR CLATSOP COUNTY S.W.C.D., OR BUNKER HILL SANITARY DISTRICT, OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15. BURLINGTON WATER DISTRICT, OR INC., OR **CLEAN WATER SERVICES** BURNT RIVER IRRIGATION DISTRICT, OR BURNT RIVER S.W.C.D., OR CLEAN WATER SERVICES, OR CALAPOOIA R.F.P.D., OR CLOVERDALE R.F.P.D., OR CAMAS VALLEY R.F.P.D., OR CLOVERDALE SANITARY DISTRICT, OR CAMELLIA PARK SANITARY DISTRICT, OR CLOVERDALE WATER DISTRICT, OR CAMMANN ROAD DISTRICT, OR COALEDO DRAINAGE DISTRICT, OR

COBURG FIRE DISTRICT, OR DEER ISLAND DRAINAGE IMPROVEMENT COLESTIN RURAL FIRE DISTRICT, OR COMPANY, OR COLTON R.F.P.D., OR DELL BROGAN CEMETERY MAINTENANCE COLTON WATER DISTRICT #11, OR DISTRICT, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, OR DEPOE BAY R.F.P.D., OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE DESCHUTES COUNTY 911 SERVICE DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR DISTRICT, OR COLUMBIA DRAINAGE VECTOR CONTROL. OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR COLUMBIA IMPROVEMENT DISTRICT, OR DESCHUTES S.W.C.D., OR COLUMBIA R.F.P.D., OR DESCHUTES VALLEY WATER DISTRICT, OR COLUMBIA RIVER FIRE & RESCUE, OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR COLUMBIA RIVER PUD, OR DEXTER R.F.P.D., OR COLUMBIA S.W.C.D., OR DEXTER SANITARY DISTRICT, OR COLUMBIA S.W.C.D., OR DORA-SITKUM R.F.P.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN DOUGLAS COUNTY FIRE DISTRICT #2, OR RESERVATION DOUGLAS S.W.C.D., OR COOS COUNTY AIRPORT DISTRICT, OR DRAKES CROSSING R.F.P.D., OR COOS COUNTY AIRPORT DISTRICT, OR DRRH SPECIAL ROAD DISTRICT #6, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT. DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, DUFUR RECREATION DISTRICT, OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR COOS FOREST PROTECTIVE ASSOCIATION DUNDEE R.F.P.D., OR COOS S.W.C.D., OR DURKEE COMMUNITY BUILDING PRESERVATION COQUILLE R.F.P.D., OR DISTRICT, OR COQUILLE VALLEY HOSPITAL DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR CORBETT WATER DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE CORNELIUS R.F.P.D., OR DISTRICT, OR CORP RANCH ROAD WATER IMPROVEMENT, OR EAGLE VALLEY R.F.P.D., OR CORVALLIS R.F.P.D., OR EAGLE VALLEY S.W.C.D., OR COUNTRY CLUB ESTATES SPECIAL WATER EAST FORK IRRIGATION DISTRICT, OR DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR COUNTRY CLUB WATER DISTRICT, OR EAST SALEM SERVICE DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT. COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR COVE R.F.P.D., OR CRESCENT R.F.P.D., OR EAST UMATILLA COUNTY R.F.P.D., OR CRESCENT SANITARY DISTRICT, OR EAST VALLEY WATER DISTRICT, OR CRESCENT WATER SUPPLY AND IMPROVEMENT ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION ELGIN HEALTH DISTRICT, OR SERVICE DISTRICT, OR ELGIN R.F.P.D., OR CROOK COUNTY CEMETERY DISTRICT, OR ELKTON ESTATES PHASE II SPECIAL ROAD CROOK COUNTY FIRE AND RESCUE, OR DISTRICT, OR CROOK COUNTY PARKS & RECREATION DISTRICT, ELKTON R.F.P.D., OR EMERALD P.U.D., OR ENTERPRISE IRRIGATION DISTRICT, OR CROOK COUNTY S.W.C.D., OR CROOK COUNTY VECTOR CONTROL DISTRICT, OR ESTACADA CEMETERY MAINTENANCE DISTRICT, CROOKED RIVER RANCH R.F.P.D., OR OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, ESTACADA R.F.P.D. #69, OR EUGENE R.F.P.D. #1, OR CRYSTAL SPRINGS WATER DISTRICT, OR EUGENE WATER AND ELECTRIC BOARD CURRY COUNTY 4-H & EXTENSION SERVICE EVANS VALLEY FIRE DISTRICT #6, OR DISTRICT, OR FAIR OAKS R.F.P.D., OR CURRY COUNTY PUBLIC TRANSIT SERVICE FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT, OR DISTRICT, OR CURRY COUNTY S.W.C.D., OR FALCON HEIGHTS WATER AND SEWER, OR CURRY HEALTH DISTRICT, OR FALCON-COVE BEACH WATER DISTRICT, OR CURRY PUBLIC LIBRARY DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR DALLAS CEMETERY DISTRICT #4, OR FARMERS IRRIGATION DISTRICT, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA FAT ELK DRAINAGE DISTRICT, OR DAYS CREEK R.F.P.D., OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR DAYTON FIRE DISTRICT, OR FERN VALLEY ESTATES IMPROVEMENT DISTRICT, DEAN MINARD WATER DISTRICT, OR

FOR FAR ROAD DISTRICT, OR

DEE IRRIGATION DISTRICT, OR

FOREST GROVE R.F.P.D., OR HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT FOREST VIEW SPECIAL ROAD DISTRICT, OR DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR HIGH DESERT PARK & RECREATION DISTRICT, OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT HOOD RIVER COUNTY LIBRARY DISTRICT, OR GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR HOOD RIVER S.W.C.D., OR GATES R.F.P.D., OR HOOD RIVER VALLEY PARKS & RECREATION GEARHART R.F.P.D., OR DISTRICT, OR **HOODLAND FIRE DISTRICT #74** GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR HOODLAND FIRE DISTRICT #74, OR GLENDALE R.F.P.D., OR HORSEFLY IRRIGATION DISTRICT, OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR GLENEDEN SANITARY DISTRICT, OR HOUSING AUTHORITY OF PORTLAND GLENWOOD WATER DISTRICT, OR HUBBARD R.F.P.D., OR GLIDE - IDLEYLD SANITARY DISTRICT, OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, GLIDE R.F.P.D., OR GOLD BEACH - WEDDERBURN R.F.P.D., OR IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT GOLD HILL IRRIGATION DISTRICT, OR COMPANY, OR GOLDFINCH ROAD DISTRICT, OR ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR GOSHEN R.F.P.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION GOVERNMENT CAMP SANITARY DISTRICT, OR DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT GRAND RONDE SANITARY DISTRICT, OR ILLINOIS VALLEY R.F.P.D., OR GRANT COUNTY TRANSPORTATION DISTRICT, OR ILLINOIS VALLEY S.W.C.D., OR IMBLER R.F.P.D., OR GRANT S.W.C.D., OR GRANTS PASS IRRIGATION DISTRICT, OR INTERLACHEN WATER P.U.D., OR GREATER BOWEN VALLEY R.F.P.D., OR IONE LIBRARY DISTRICT, OR GREATER ST. HELENS PARK & RECREATION IONE R.F.P.D. #6-604, OR DISTRICT, OR IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR GREATER TOLEDO POOL RECREATION DISTRICT. IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION DISTRICT, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR IRRIGON R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR GREEN SANITARY DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT, GREENACRES R.F.P.D., OR GREENBERRY IRRIGATION DISTRICT, OR GREENSPRINGS RURAL FIRE DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #4, OR HAINES FIRE PROTECTION DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #5. OR JACKSON COUNTY LIBRARY DISTRICT, OR HALSEY-SHEDD R.F.P.D., OR HAMLET R.F.P.D., OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR HARBOR R.F.P.D., OR JACKSON S.W.C.D., OR HARBOR SANITARY DISTRICT, OR JASPER KNOLLS WATER DISTRICT, OR HARBOR WATER P.U.D., OR JEFFERSON COUNTY EMERGENCY MEDICAL HARNEY COUNTY HEALTH DISTRICT, OR SERVICE DISTRICT, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR HARNEY S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR HARRISBURG FIRE AND RESCUE, OR JEFFERSON COUNTY S.W.C.D., OR JEFFERSON PARK & RECREATION DISTRICT, OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR JEFFERSON R.F.P.D., OR HEBO JOINT WATER-SANITARY AUTHORITY, OR JOB'S DRAINAGE DISTRICT, OR JOHN DAY WATER DISTRICT, OR HECETA WATER P.U.D., OR HELIX CEMETERY MAINTENANCE DISTRICT #4, OR JOHN DAY-CANYON CITY PARKS & RECREATION HELIX PARK & RECREATION DISTRICT, OR DISTRICT, OR HELIX R.F.P.D. #7-411, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR JORDAN VALLEY CEMETERY DISTRICT, OR HEPPNER R.F.P.D., OR JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR HEPPNER WATER CONTROL DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR HERMISTON CEMETERY DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR JUNCTION CITY R.F.P.D., OR JUNCTION CITY WATER CONTROL DISTRICT, OR

JUNIPER BUTTE ROAD DISTRICT, OR LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR JUNIPER CANYON WATER CONTROL DISTRICT, OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, LANE FIRE AUTHORITY, OR LANE LIBRARY DISTRICT, OR OR JUNIPER FLAT R.F.P.D., OR LANE TRANSIT DISTRICT, OR JUNO NONPROFIT WATER IMPROVEMENT LANGELL VALLEY IRRIGATION DISTRICT, OR DISTRICT, OR LANGLOIS PUBLIC LIBRARY, OR KEATING R.F.P.D., OR LANGLOIS R.F.P.D., OR KEATING S.W.C.D., OR LANGLOIS WATER DISTRICT, OR KEIZER R.F.P.D., OR LAZY RIVER SPECIAL ROAD DISTRICT, OR KELLOGG RURAL FIRE DISTRICT, OR LEBANON AQUATIC DISTRICT, OR KENO IRRIGATION DISTRICT, OR LEBANON R.F.P.D., OR LEWIS & CLARK R.F.P.D., OR KENO PINES ROAD DISTRICT, OR KENO R.F.P.D., OR LINCOLN COUNTY LIBRARY DISTRICT, OR KENT WATER DISTRICT, OR LINCOLN S.W.C.D., OR KERBY WATER DISTRICT, OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, K-GB-LB WATER DISTRICT, OR ORKILCHIS WATER DISTRICT, OR LINN S.W.C.D., OR KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR LITTLE MUDDY CREEK WATER CONTROL, OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, LONG PRAIRIE WATER DISTRICT, OR LOOKINGGLASS OLALLA WATER CONTROL KLAMATH COUNTY FIRE DISTRICT #1, OR DISTRICT, OR LOOKINGGLASS RURAL FIRE DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE DISTRICT #4, OR LORANE R.F.P.D., OR KLAMATH COUNTY FIRE DISTRICT #5, OR LOST & BOULDER DITCH IMPROVEMENT DISTRICT, KLAMATH COUNTY LIBRARY SERVICE DISTRICT, LOST CREEK PARK SPECIAL ROAD DISTRICT, OR OR KLAMATH COUNTY PREDATORY ANIMAL LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS CONTROL DISTRICT, OR KLAMATH DRAINAGE DISTRICT, OR LOWELL R.F.P.D., OR KLAMATH FALLS FOREST ESTATES SPECIAL ROAD LOWER MCKAY CREEK R.F.P.D., OR DISTRICT UNIT #2, OR LOWER MCKAY CREEK WATER CONTROL KLAMATH INTEROPERABILITY RADIO GROUP, OR DISTRICT, OR KLAMATH IRRIGATION DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT, OR KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, LOWER SILETZ WATER DISTRICT, OR LOWER UMPQUA HOSPITAL DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT, KLAMATH S.W.C.D., OR KLAMATH VECTOR CONTROL DISTRICT, OR OR KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR LOWER VALLEY WATER IMPROVEMENT DISTRICT, LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., LA GRANDE R.F.P.D., OR LA PINE PARK & RECREATION DISTRICT, OR LUSTED WATER DISTRICT, OR LA PINE R.F.P.D., OR LYONS R.F.P.D., OR LABISH VILLAGE SEWAGE & DRAINAGE, OR LYONS-MEHAMA WATER DISTRICT, OR LACOMB IRRIGATION DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA MAKAI SPECIAL ROAD DISTRICT, OR LAFOURCHE PARISH HEALTH UNIT - DHH-OPH MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, REGION 3 LAIDLAW WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR LAKE COUNTY 4-H & EXTENSION SERVICE MALHEUR DRAINAGE DISTRICT, OR DISTRICT, OR MALHEUR MEMORIAL HEALTH DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR MALIN COMMUNITY CEMETERY MAINTENANCE LAKE CREEK R.F.P.D. - JACKSON, OR DISTRICT, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR MALIN COMMUNITY PARK & RECREATION LAKE DISTRICT HOSPITAL, OR DISTRICT, OR LAKE GROVE R.F.P.D. NO. 57, OR MALIN IRRIGATION DISTRICT, OR LAKE GROVE WATER DISTRICT, OR MALIN R.F.P.D., OR LAKE LABISH WATER CONTROL DISTRICT, OR MAPLETON FIRE DEPARTMENT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR LAKESIDE R.F.P.D. #4, OR LAKESIDE WATER DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE

DISTRICT, OR

MARION COUNTY FIRE DISTRICT #1, OR MT. LAKI CEMETERY DISTRICT, OR MARION JACK IMPROVEMENT DISTRICT, OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MARION S.W.C.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MCDONALD FOREST ESTATES SPECIAL ROAD MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR DISTRICT, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR MULTNOMAH EDUCATION SERVICE DISTRICT MCKAY DAM R.F.P.D. #7-410, OR MYRTLE CREEK R.F.P.D., OR MCKENZIE FIRE & RESCUE, OR NEAH-KAH-NIE WATER DISTRICT, OR MCKENZIE PALISADES WATER SUPPLY NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR CORPORATION, OR MCMINNVILLE R.F.P.D., OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR MEDFORD R.F.P.D. #2, OR NESKOWIN REGIONAL WATER DISTRICT, OR MEDFORD WATER COMMISSION NESTUCCA R.F.P.D., OR MEDICAL SPRINGS R.F.P.D., OR NETARTS WATER DISTRICT, OR MELHEUR COUNTY JAIL, OR NETARTS-OCEANSIDE R.F.P.D., OR MERLIN COMMUNITY PARK DISTRICT, OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR NEW BRIDGE WATER SUPPLY DISTRICT, OR MERRILL PARK DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR MERRILL R.F.P.D., OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA METRO REGIONAL GOVERNMENT NEW PINE CREEK R.F.P.D., OR METRO REGIONAL PARKS NEWBERG R.F.P.D., OR METROPOLITAN EXPOSITION RECREATION NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR COMMISSION NEWPORT R.F.P.D., OR METROPOLITAN SERVICE DISTRICT (METRO) NEWT YOUNG DITCH DISTRICT IMPROVEMENT MID COUNTY CEMETERY MAINTENANCE DISTRICT, COMPANY, OR NORTH ALBANY R.F.P.D., OR MID-COLUMBIA FIRE AND RESCUE. OR NORTH BAY R.F.P.D. #9, OR MIDDLE FORK IRRIGATION DISTRICT, OR NORTH CLACKAMAS PARKS & RECREATION MIDLAND COMMUNITY PARK, OR DISTRICT, OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR NORTH COUNTY RECREATION DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, MILL CITY R.F.P.D. #2-303, OR MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT, NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR NORTH LEBANON WATER CONTROL DISTRICT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR HEALTH DISTRICT, OR NORTH LINCOLN HEALTH DISTRICT, OR MILTON-FREEWATER WATER CONTROL DISTRICT, NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR MIROCO SPECIAL ROAD DISTRICT, OR NORTH UNIT IRRIGATION DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR NORTHEAST OREGON HOUSING AUTHORITY, OR MODOC POINT IRRIGATION DISTRICT, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR DISTRICT, OR MONITOR R.F.P.D., OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR MONROE R.F.P.D., OR NYSSA ROAD ASSESSMENT DISTRICT #2, OR MONUMENT CEMETERY MAINTENANCE DISTRICT, NYSSA RURAL FIRE DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR MONUMENT S.W.C.D., OR OAK LODGE WATER SERVICES, OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR OAKLAND R.F.P.D., OR MORO R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR MORROW COUNTY HEALTH DISTRICT, OR OCEANSIDE WATER DISTRICT, OR MORROW COUNTY UNIFIED RECREATION OCHOCO IRRIGATION DISTRICT, OR OCHOCO WEST WATER AND SANITARY DISTRICT, OR MORROW S.W.C.D., OR AUTHORITY, OR MOSIER FIRE DISTRICT, OR ODELL SANITARY DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR MT. ANGEL R.F.P.D., OR OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR MT. HOOD IRRIGATION DISTRICT, OR ONTARIO LIBRARY DISTRICT, OR

PORT OF GOLD BEACH, OR ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR PORT OF HOOD RIVER, OR OREGON COAST COMMUNITY ACTION PORT OF MORGAN CITY, LA OREGON HOUSING AND COMMUNITY SERVICES PORT OF MORROW, OR OREGON INTERNATIONAL PORT OF COOS BAY, OR PORT OF NEHALEM, OR OREGON LEGISLATIVE ADMINISTRATION PORT OF NEWPORT, OR OREGON OUTBACK R.F.P.D., OR PORT OF PORT ORFORD, OR OREGON POINT, OR PORT OF PORTLAND, OR OREGON TRAIL LIBRARY DISTRICT, OR PORT OF SIUSLAW, OR OTTER ROCK WATER DISTRICT, OR PORT OF ST. HELENS, OR OWW UNIT #2 SANITARY DISTRICT, OR PORT OF THE DALLES, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR PORT OF TILLAMOOK BAY, OR OWYHEE IRRIGATION DISTRICT, OR PORT OF TOLEDO, OR PACIFIC CITY JOINT WATER-SANITARY PORT OF UMATILLA, OR PORT OF UMPQUA, OR AUTHORITY, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PORT ORFORD CEMETERY MAINTENANCE PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR DISTRICT, OR PALATINE HILL WATER DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR COMPANY, OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PORTLAND FIRE AND RESCUE PANTHER CREEK ROAD DISTRICT, OR PORTLAND HOUSING CENTER, OR PANTHER CREEK WATER DISTRICT, OR POWDER R.F.P.D., OR PARKDALE R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, OR PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1, OR POWERS HEALTH DISTRICT, OR PENINSULA DRAINAGE DISTRICT #2, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PHILOMATH FIRE AND RESCUE, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT PILOT ROCK CEMETERY MAINTENANCE DISTRICT #1, OR PROSPECT R.F.P.D., OR #5 OR PILOT ROCK PARK & RECREATION DISTRICT, OR OUAIL VALLEY PARK IMPROVEMENT DISTRICT. OR OUEENER IRRIGATION IMPROVEMENT DISTRICT. PILOT ROCK R.F.P.D., OR PINE EAGLE HEALTH DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR RAINBOW WATER DISTRICT, OR PINE GROVE IRRIGATION DISTRICT, OR RAINIER CEMETERY DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, RAINIER DRAINAGE IMPROVEMENT COMPANY, OR RALEIGH WATER DISTRICT, OR PINE GROVE WATER DISTRICT-MAUPIN, OR REDMOND AREA PARK & RECREATION DISTRICT, PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR REDMOND FIRE AND RESCUE, OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD RIDDLE FIRE PROTECTION DISTRICT, OR DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, PIONEER DISTRICT IMPROVEMENT COMPANY, OR PISTOL RIVER CEMETERY MAINTENANCE RIDGEWOOD ROAD DISTRICT, OR RIETH SANITARY DISTRICT, OR DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR RIETH WATER DISTRICT, OR PLEASANT HILL R.F.P.D., OR RIMROCK WEST IMPROVEMENT DISTRICT, OR PLEASANT HOME WATER DISTRICT, OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR POE VALLEY IMPROVEMENT DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR RIVER ROAD PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR RIVER ROAD WATER DISTRICT, OR POLK S.W.C.D., OR RIVERBEND RIVERBANK WATER IMPROVEMENT POMPADOUR WATER IMPROVEMENT DISTRICT. OR DISTRICT, OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, RIVERDALE R.F.P.D. 11-JT. OR RIVERGROVE WATER DISTRICT, OR PORT OF ALSEA, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, PORT OF ARLINGTON, OR PORT OF ASTORIA, OR RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR PORT OF BANDON, OR ROBERTS CREEK WATER DISTRICT, OR PORT OF BRANDON, OR PORT OF BROOKINGS HARBOR, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR ROCKWOOD WATER P.U.D., OR PORT OF GARIBALDI, OR ROCKY POINT FIRE & EMS, OR

ROGUE RIVER R.F.P.D., OR SLEEPY HOLLOW WATER DISTRICT, OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR SOUTH COUNTY HEALTH DISTRICT, OR ROSEWOOD ESTATES ROAD DISTRICT, OR SOUTH FORK WATER BOARD, OR ROW RIVER VALLEY WATER DISTRICT, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SAINT LANDRY PARISH TOURIST COMMISSION SOUTH LANE COUNTY FIRE & RESCUE, OR SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SALEM MASS TRANSIT DISTRICT SOUTH SUBURBAN SANITARY DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL SOUTHWEST LINCOLN COUNTY WATER DISTRICT, AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SOUTHWOOD PARK WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SPECIAL ROAD DISTRICT #8, OR SANTA CLARA WATER DISTRICT, OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, STARWOOD SANITARY DISTRICT, OR STAYTON FIRE DISTRICT, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SUBLIMITY FIRE DISTRICT, OR SCAPPOOSE R.F.P.D., OR SUBURBAN EAST SALEM WATER DISTRICT, OR SCIO R.F.P.D., OR SUBURBAN LIGHTING DISTRICT, OR SCOTTSBURG R.F.P.D., OR SUCCOR CREEK DISTRICT IMPROVEMENT SEAL ROCK R.F.P.D., OR COMPANY, OR SEAL ROCK WATER DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE SEWERAGE AND WATER BOARD OF NEW ORLEANS, DISTRICT, OR SHANGRI-LA WATER DISTRICT, OR SUMNER R.F.P.D., OR SHASTA VIEW IRRIGATION DISTRICT, OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SUNRISE WATER AUTHORITY, OR SHERMAN COUNTY S.W.C.D., OR SUNRIVER SERVICE DISTRICT, OR SUNSET EMPIRE PARK & RECREATION DISTRICT, SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SILETZ R.F.P.D., OR SILVER FALLS LIBRARY DISTRICT, OR SURFLAND ROAD DISTRICT, OR SILVER LAKE IRRIGATION DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT, OR SUTHERLIN WATER CONTROL DISTRICT, OR SILVER LAKE R.F.P.D., OR SILVER SANDS SPECIAL ROAD DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR SWEET HOME CEMETERY MAINTENANCE DISTRICT, SISTERS PARKS & RECREATION DISTRICT, OR OR SISTERS-CAMP SHERMAN R.F.P.D., OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, SIUSLAW S.W.C.D., OR SIUSLAW VALLEY FIRE AND RESCUE, OR SIXES R.F.P.D., OR TALENT IRRIGATION DISTRICT, OR SKIPANON WATER CONTROL DISTRICT, OR TANGENT R.F.P.D., OR SKYLINE VIEW DISTRICT IMPROVEMENT TENMILE R.F.P.D., OR COMPANY, OR TERREBONNE DOMESTIC WATER DISTRICT, OR

THE DALLES IRRIGATION DISTRICT, OR VALE OREGON IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR VALE RURAL FIRE PROTECTION DISTRICT, OR THREE RIVERS RANCH ROAD DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE TIGARD TUALATIN AQUATIC DISTRICT, OR DISTRICT, OR TIGARD WATER DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR VERNONIA R.F.P.D., OR TILLAMOOK COUNTY EMERGENCY VINEYARD MOUNTAIN PARK & RECREATION COMMUNICATIONS DISTRICT, OR DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, TILLAMOOK COUNTY S.W.C.D., OR TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR TILLAMOOK P.U.D., OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR TILLER R.F.P.D., OR WALLOWA LAKE IRRIGATION DISTRICT, OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR TOLEDO R.F.P.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, TONE WATER DISTRICT, OR OR TOOLEY WATER DISTRICT, OR WAMIC R.F.P.D., OR TRASK DRAINAGE DISTRICT, OR WAMIC WATER & SANITARY AUTHORITY, OR TRI CITY R.F.P.D. #4, OR WARMSPRINGS IRRIGATION DISTRICT, OR WASCO COUNTY S.W.C.D., OR TRI-CITY WATER & SANITARY AUTHORITY, OR TRI-COUNTY METROPOLITAN TRANSPORTATION WATER ENVIRONMENT SERVICES, OR DISTRICT OF OREGON WATER WONDERLAND IMPROVEMENT DISTRICT, TRIMET, OR TUALATIN HILLS PARK & RECREATION DISTRICT WATERBURY & ALLEN DITCH IMPROVEMENT TUALATIN HILLS PARK & RECREATION DISTRICT, DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR OR WAUNA WATER DISTRICT, OR TUALATIN S.W.C.D., OR TUALATIN VALLEY FIRE & RESCUE WEDDERBURN SANITARY DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE, OR WEST EAGLE VALLEY WATER CONTROL DISTRICT. TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT WEST EXTENSION IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR TURNER FIRE DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR TWIN ROCKS SANITARY DISTRICT, OR WEST SIDE R.F.P.D., OR WEST SLOPE WATER DISTRICT, OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, TWO RIVERS SPECIAL ROAD DISTRICT, OR ORTYGH VALLEY R.F.P.D., OR WEST VALLEY FIRE DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR WESTERN LANE AMBULANCE DISTRICT, OR UMATILLA COUNTY S.W.C.D., OR WESTLAND IRRIGATION DISTRICT, OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR WESTPORT FIRE AND RESCUE, OR UMATILLA R.F.P.D. #7-405, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR UMPOUA S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT, OR WHEELER S.W.C.D., OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT. OR WICKIUP WATER DISTRICT, OR UNION GAP SANITARY DISTRICT, OR WILLAKENZIE R.F.P.D., OR UNION GAP WATER DISTRICT, OR WILLAMALANE PARK & RECREATION DISTRICT, OR UNION HEALTH DISTRICT, OR WILLAMALANE PARK AND RECREATION DISTRICT UNION R.F.P.D., OR WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR UNION S.W.C.D., OR UNITY COMMUNITY PARK & RECREATION WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT, OR DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR WILLOW DALE WATER DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR WILSON RIVER WATER DISTRICT, OR UPPER WILLAMETTE S.W.C.D., OR WINCHESTER BAY R.F.P.D., OR

WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY. WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,

ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO: ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE **DUFUR SCHOOL DISTRICT NO.29** EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT

GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT

HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT

JACKSON CO SCHOOL DIST NO.9

JEFFERSON COUNTY SCHOOL DISTRICT 509-J

JEFFERSON PARISH SCHOOL DISTRICT

JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR

KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR

MCMINNVILLE SCHOOL DISTRICT NOAO

MEDFORD SCHOOL DISTRICT 549C

MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT

MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS

NESTUCCA VALLEY SCHOOL DISTRICT NO.101

NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT

ONTARIO MIDDLE SCHOOL

OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA

PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J

SAINT TAMMANY PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE

DISTRICT

SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT

SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT

THE CATLIN GABEL SCHOOL

TIGARD-TUALATIN SCHOOL DISTRICT

UMATILLA MORROW ESD

WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT

WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE

(AMES), UT

ALIANZA ACADEMY, UT ALPINE DISTRICT, UT

AMERICAN LEADERSHIP ACADEMY, UT

AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE ACADEMY, UT MURRAY SCHOOL DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT

OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING ARTS, SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT UINTAH RIVER HIGH, UT UINTAH SCHOOL DISTRICT, UT UTAH CONNECTIONS ACADEMY, UT UTAH COUNTY ACADEMY OF SCIENCE, UT UTAH ELECTRONIC HIGH SCHOOL, UT UTAH SCHOOLS FOR DEAF & BLIND, UT UTAH STATE OFFICE OF EDUCATION, UT UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT WALDEN SCHOOL OF LIBERAL ARTS, UT WASATCH PEAK ACADEMY, UT WASATCH SCHOOL DISTRICT, UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT HIGHER EDUCATION ARGOSY UNIVERSITY

NORTH SUMMIT SCHOOL DISTRICT, UT

ODYSSEY CHARTER SCHOOL, UT

WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL OF DISCOVERY, UT BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII

(NUAMES), UT

NEBO SCHOOL DISTRICT, UT

NOAH WEBSTER ACADEMY, UT

NORTH STAR ACADEMY, UT

NO UT ACAD FOR MATH ENGINEERING & SCIENCE

NORTH DAVIS PREPARATORY ACADEMY, UT

NORTH SANPETE SCHOOL DISTRICT, UT

CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY

KLAMATH COMMUNITY COLLEGE DISTRICT

LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE

LOUISIANA COLLEGE, LA

LINN-BENTON COMMUNITY COLLEGE

LOUISIANA STATE UNIVERSITY LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY

MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY

OREGON STATE UNIVERSITY OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE

PORTLAND STATE UNIVERSITY

REED COLLEGE

RESEARCH CORPORATION OF THE UNIVERSITY OF

HAWAII

ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON

UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS

UNIVERSITY OF HAWAII-HONOLULU COMMUNITY

COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY

XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT

WEBER STATE UNIVERSITY, UT

SOUTHERN UTAH UNIVERSITY, UT

SNOW COLLEGE, UT

DIXIE STATE COLLEGE, UT

COLLEGE OF EASTERN UTAH, UT

UTAH VALLEY UNIVERSITY, UT

SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE **BOARD OF MEDICAL EXAMINERS** HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII DEPARTMENT OF TRANSPORTATION

Version September 29, 2020

HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION OREGON DEPARTMENT OF EDUCATION

OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION

OREGON LOTTERY

OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS

OREGON STATE POLICE

OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU

SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF

HAWAII

STATE OF HAWAII

STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA

STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT

ATTORNEY STATE OF UTAH



TAB 4: Qualification and Experience



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12/10/2020



Brief History

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

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

Reputation in the Marketplace

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

Reputation of Products and Services

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

AVI-SPL Response ii, iii:

Awards and Recognition

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

2019

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

2018

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



• Glassdoor Top CEO—John Zettel

2017

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

2016

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

2015

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

Experience and Qualification of Key Employees

iv. Describe the experience and qualification of key employees.

AVI-SPL Response:

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

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

Jay Bosch, Director, SLED North America:

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

Cindy Turner: Manager, Public Sector Contracts:

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



Experience with Government Sector

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

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

Our government collaboration solutions include:

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

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

Past Litigation

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

Customer References

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

AVI-SPL Response:

Kevin Schornhorst

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

Robert Levitt

Manager, Audio & Video Services
Michigan Medicine
Health Information Technology & Services
rlevitt@med.umich.edu | Skype: robertlevitt

Desk: (734) 615-6794 Mobile: (734) 474-9581

City of Safety Harbor

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



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

City of Seminole

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

Rice University

Project: Jones Graduate School of Business

Project Total: \$800K

Contact: Troy Tabner, Asst. Director of Technology

Phone: 713-348-6208

Email: troy.tabner@rice.edu

St. Edward's University

Project: Fleck Hall, Munday Library, JBWS., Chapel, Baseball Audio

Project Total: \$600K

Contact: Jason Arellano, IT Admin

Phone: 512-468-6738

Email: jarellano@stedwards.edu

Louisiana State University (LSU)

Project: Patrick Taylor Hall Engineering Building

Project Total: \$3M

Contact: Chris Schwehm, IT Director

Phone: 225-578-5262 Email: chris@rsip.lsu.ed

Austin Community College

Project: Highland Campus Phase 2, Rio Grande Campus Renovations

Project Total: \$8.6M

Contact: Larry Fox, Senior AV Design Engineer

Phone: 512-731-5252

Email:larry.fox@austincc.edu

Stark County, OH

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

AVI SPL®

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

Canton, OH 44702-1405 Phone: 330-451-7702

BLWadian@starkcountyohio.gov

Lorain County, OH

Deborah Tansey
Deputy Court Administrator
Lorain County Common Pleas Court
General Division
P: 440.328.2171

P: 440.328.2171 F: 440.329.5230

dtansey@loraincounty.us



Additional Information

Corporate Overview

Your Digital Workplace Services Partner

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

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

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

A Partner Working in Your Interests

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

A Knowledgeable Collaborator

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

An Experienced Services Provider

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



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

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

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

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

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



Contractor Profile

Geographical area: Headquartered in Tampa, FL with over 57 offices worldwide

Average annual revenue (FY 2015-2019): \$713.2 Million

Typical project size: \$100,000 to \$2,000,000

Bank: Webster Bank is our syndication banking partner Bonding limit: \$40,000,000 single/\$80,000,000 aggregate

AVI-SPL, Inc. Parent-company
6301 Benjamin Road, Suite 101 Phone: 813-884-7168
Tampa, FL 33634 Toll Free: 800-282-6733
www.avispl.com Fax: 813-882-9508

Audio Visual Innovations, Inc. (wholly owned subsidiary of AVI-SPL, Inc.)

Incorporated under the laws of Florida on April 01, 1980

Charter Number: 665782

Cage Code: 0D2N6 DUNS: 03-729-3974 NAICS: 238210 SIC: 1731

FEIN: 59-1958935

Signal Perfection, Ltd. (wholly owned subsidiary of AVI-SPL, Inc.) Incorporated under the laws of Maryland on February 03, 1992

Charter Number: D03365921

Cage Code: 0UUB9 DUNS: 78-733-3863 NAICS: 238210 SIC: 1731

FEIN: 52-1760942

AVI-SPL Canada, Ltd. (wholly owned subsidiary of AVI-SPL, Inc.) Incorporated under the laws of Canada on November 18, 2011

AVI-SPL Limited (wholly owned subsidiary of AVI-SPL, Inc.) Incorporated under the laws of England and Wales on May 11, 2012

AVI-SPL Deutschland GmbH (wholly owned subsidiary of AVI-SPL Limited) Incorporated under the laws of Germany on September 16, 2016

AVI-SPL Switzerland GmbH (wholly owned subsidiary of AVI-SPL Limited) Incorporated under the laws of Switzerland on June 7, 2017

AVI-SPL Corp Singapore Pte. Ltd. (wholly owned subsidiary of AVI-SPL, Inc.) Incorporated under the laws of Singapore on December 12, 2018

AVI-SPL Hong Kong Pte. Limited (wholly owned subsidiary of AVI-SPL, Inc.)

Incorporated under the laws of Hong Kong on January 16, 2019

Business Number: 844489500 Charter Number: 2020725079

VAT Number: 152 7478 93 Charter Number: 08281689

VAT Number: 045 228 68451 Charter Number: 106509

VAT Number: CHE-463.270.435 Charter Number: CHE-226.425.425

VAT Number: 201842656N Charter Number: 201842656N

VAT Number: 23/70304315 Charter Number: 2788363

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



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

GSA Contract Schedules:

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

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

Majority Ownership: Marlin Equity Partners

Officers:

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

Management Team:

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

Current Operations:

Bank References: Webster Bank

436 Slater Road

New Britain, CT 06053 Contact: Darija Musovski Phone: 212-806-4541 Account: 0010962666

Credit References:

15 Volvo Drive **Legrand AV** 6436 City West Parkway Rockleigh, NJ 07647 Eden Prairie, MN 55344 Contact: Rona Topiel

P: (201) 767-3400 ext. 10312 Contact: Mary Helman

F: (201) 767-1904 P: (952) 225-6706

E: Mary.Helman@milestone.com E: rtopiel@crestron.com

Crestron Electronics, Inc. Shure, Inc.

5800 W. Touhy Avenue

Niles, IL 60714

Contact: Lita Wilburn

E. wilburn.lita@shure.com

Harman Professional

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



PO Box 4438

Church St. Station, NY 10261

Contact: Cindy Reeves

P: (574) 294-8000

F: (719) 487-8329

E: <u>Cindy.Reeves@harman.com</u>



Leadership Team

John Zettel

Chief Executive Officer

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

Steve Palmer

Chief Financial Officer

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

John Murphy

Chief Operating Officer

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

Steve Benjamin

Executive Vice President

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

Dale Bottcher

Executive Vice President, Sales & Marketing

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



Certifications & Training

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

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

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

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

Our standards conform to the following trade and regulatory bodies:

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



Strategic Technology Partners

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









































































Corporate Certifications

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

A sampling of our manufacturers and certifications:

- AMX
- AVIXA
 - AV Provider of Excellence (APEx)
- Barco
- Biamp
- Bosch Security
 - o Praesideo
 - Surveillance
 - Access Control
 - o Network Video Recording
- C3 Accredited Employer
- Chief
- Cisco Premier Certified Partner
 - Cloud and Managed Services Premier Partner (CMSP)
 - Video and TelePresence as a Services (TPaaS)
 - TelePresence Video Master Partner ATP
 - Video Advanced Satellite Partner (Canada)
 - Video Advanced and Select Partner (U.K.)
 - o Commercial Team Advisory Board for Collaboration
 - o Advanced Collaboration Architecture Specialization
 - Express Foundation Specialization
 - o Small and Midsize Business Specialization (Canada and U.K.)
- ClearOne
- Crestron
 - Elite Platinum Partner
 - o Enterprise Alliance
- Crown
- Extron
- Kramer
- Microsoft
 - o Gold Partner: Surface
 - Cloud Productivity Partner: Silver
- National Systems Contractor Association
 - o Tier 4
- NEC
- Poly
 - Polycom Platinum Solution Advisor
- QSC
- Shure
- SMART
 - o Platinum Service Partner
- Soundweb London
- Yamaha



Employee Certifications

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

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



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



Office Locations

Arizona

Phoenix

9105 E Del Camino Drive, Suite 100, Scottsdale, AZ 85258, Phone: (480) 588-3511 Tucson

3497 N Campbell Avenue #705, Tucson, AZ 85719, Phone: (520) 918-0155



California

Berkeley

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

Los Angeles

San Diego

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

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

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

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

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

Colorado

Denver

7367 S. Revere Parkway, Unit 2B, Centennial, CO 80112, Phone: (303) 792-3090 Westminster

10055 Westmoor Dr., Building 1, Suite 200, Westminster, CO 80020

Florida

AVI-SPL Global Headquarters Tampa

6301 Benjamin Road, Suite 101, Tampa, FL 33634, Phone: (813) 884-7168

Ft. Lauderdale

772 S. Military Trail, Deerfield Beach, FL 33442, Phone: (954) 938-9382

<u>Jacksonville</u>

9143 Philips Hwy, Suite 350, Jacksonville, FL 32256, Phone: (904) 281-2714

Orlando

337 Northlake Blvd., Suite 1004, Altamonte Springs, FL 32701, Phone: (407) 786-5000

Georgia

<u>Atlanta</u>

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

Illinois



Chicago

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

Massachusetts

Boston

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

Maryland

Columbia

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

Michigan

Detroit

28900 Beck Road, Wixom, MI 48393, Phone: (248) 669-4286

Grand Rapids

160-162 E 19th St., Suite A, Holland, MI 49423, Phone: (866) 843-0536

Minnesota

St. Paul

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

Nebraska

Omaha

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

New Hampshire

Nashua

9 Trafalgar Square, Suite 140, Nashua, NH 03063

New Mexico

Albuquerque

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

New York

New York

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

North Carolina

Charlotte

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

Durham

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

Greensboro



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

Ohio

Cleveland

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

Dayton

761 Crossroads Court, Vandalia, OH 45377, Phone: (937) 847-5558

Pennsylvania

Philadelphia

2550 Eisenhower Ave, Suite A200, Audubon, PA 19403, Phone: (610) 270-1545

Pittsburgh

207 Commerce Park Drive, Cranberry Township, PA 16066, Phone: (724) 776-3877

Tennessee

Memphis

3860 Forest Hill Irene Rd, Suite 101, Memphis, TN 38125, Phone: (901) 866-1474 Nashville

1550 W McEwen Dr., Suite 300, Franklin, TN 37067, Phone: (888) 290-8264

Texas

Austin

11100 Metric Boulevard, Suite 500, Austin, TX 78758, Phone: (512) 280-3710

Dallas

13859 Diplomat Drive, Suite 180, Dallas, TX 75234, Phone: (972) 243-4422

Houston

4333 W Sam Houston Pkwy N, Suite 150, Houston, TX 77043, Phone: (281) 902-3933

Utah

Salt Lake City

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

Virginia

Richmond

12820 West Creek Parkway, Richmond, VA 23238, Phone: (800) 726-9843

Virginia Beach

230 Clearfield Avenue, Suite 103, Virginia Beach, VA 23462, Phone: (757) 671-7478

Washington, D.C.

540 Huntmar Park Dr, Suite B, Herndon, VA 20170, Phone: (703) 796-9011

Washington

Seattle

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



Wisconsin

Milwaukee

11734 W. Park Place, Milwaukee, WI 53224

International Office Locations

Canada

Calgary

Bay 3 – 5030 13 Street SE, Calgary, Alberta T2G 5M9, Phone: (403) 255-4123

Edmonton

10548 - 106 Street NW, Edmonton, Alberta T5H 2X6, Phone: (780) 944-0815

Halifax

50 Eileen Stubbs Ave., Unit 104, Dartmouth, NS B3B 0M7, Phone: (902) 492-7661

Montreal

601 Rue McCaffrey, Saint-Laurent, QC H4T 1N3, Phone: (514) 228-1350

Ottawa

883 Boyd Ave, Suite 200, Ottawa, ON K2A 2E2, Phone: (613) 714-1100

Saskatoon

#2 – 219 Wheeler Street, Saskatoon, SK S7P 0A4, Phone: (306) 244-2166

Toronto

35, East Beaver Creek Rd., Unit 1, Richmond Hill, ON L4B 1B3, Phone: (905) 695-2202

Vancouver

8555 Commerce Court, Burnaby, BC V5A 4N4, Phone: (604) 877-1400

Germany

Frankfurt

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

United Arab Emirates

Dubai

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

United Kingdom

London

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

Solicitation Number 20-12



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

Client List

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

Enterprise:

































Government:

















Healthcare:















Hospitality:















Sports & Entertainment:











House of Worship:



Energy:



Technology:









Denbury 6





Exclusive Programs

Self-Service Customer Purchasing Portals

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

Self-service portals include

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

Custom purchasing tools to:

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

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

AVI-SPL in the Community

Minority Business Enterprise (MBE) Outreach

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

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

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

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

In support of these partners, we offer:

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

Sustainability - AVI-SPL Hardware Recycling Program

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

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

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

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

Our corporate sustainability program includes:

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

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

Responsibly Recycling Your Technology Hardware

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

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

Volunteer Initiatives

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

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

Associations

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



















































National Association of State Technology Directors















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

Large Venues and Auditoriums

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

Notable Qualifications

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

Network Operations Centers

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

Notable Qualifications

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

Advanced Visualization and Simulation

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

Notable Qualifications

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



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

Studio and Broadcast

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

Notable Qualifications

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

Services & Support

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

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

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

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

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



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

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

Every year, our GSOCs:

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

Professional Services

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

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

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

Pro AV Design/Build/Engineering

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

Our system design and engineering include:

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



Managed Implementation

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

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

Global Support and Maintenance

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

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

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

Service Levels Available:

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

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

Essential (Time & Materials)

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

Billable Offerings:

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



Enhanced

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

Elite

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



AVI-SPL Global Support and Maintenance PLUS Options

Plus Options are available at an additional cost.

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

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

Extended Hardware Warranty*

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

Enhanced On-site Response

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

Preventative Maintenance Check

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

Corrective Maintenance Visit

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

Loaner Equipment

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

Consumable Replacement

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

^{*}Owner Furnished Equipment Not Included

^{*}Not available in all areas. Subject to AVI-SPL approval

^{*}Not available in all areas. Subject to AVI-SPL approval

^{*}Not available in all areas. Subject to AVI-SPL approval



On-Site Managed Services

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

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

Managed services can include, but are not limited to:

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

Common Staff Roles Deployed:

On-site Meeting Support Professional

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

On-site Maintenance Technician

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

On-site Management

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



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

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

AVI-SPL Symphony: User Experience Management Application

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

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

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

Highlights of the Symphony application include:

Integrated Workflow



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

Single-Pane View



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



Actionable Business Intelligence

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



Technology Training

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

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Repeated Surveys
- Quick Reference Guides

Collaboration Services

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

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



Enterprise Video Production and Creative Services

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

VideoLink ReadyCam Studio

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

Features of VideoLink ReadyCam

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

READYCAM VIDEOLINK

The Value of VideoLink ReadyCam

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



Quality Assurance Commitment

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

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

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

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

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

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

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



Project Implementation Process

Integration Process

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

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

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

Phase I - Consultation

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

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options

- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

Phase II - Engineering & Design

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

The goals for this phase of the project are:

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



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

- Rack elevations
- Patch bay elevations
- Lighting fixture locations
- Custom assembly details
- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Items
- Provide other submittals as required

- Creation of fabrication documentation including wire numbers
- Verification of wire types
- Speaker cluster rigging design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware

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

Phase III: Pre-Installation

AVI-SPL's senior procurement managers will begin procurement of the hardware required for the system. Procurement is prioritized between:

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

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

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

AVI-SPL's fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring

- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks
- Installation of control software
- Testing and operating of multiple racks as a complete system
- "Burn in" quality-control testing of multiple racks as a complete audio-visual system



- Initial modifications to show control software
- Acceptance of tested and "burned in" systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL's custom shipping standards
- Delivery of the racks to the site via dedicated air ride trucks



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

Phase IV: On-site Installation

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

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

When required, AVI-SPL provides:

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

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

Phase V: Commissioning, Testing, and Adjustments

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

The test and adjustment team consist of:

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

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

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



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

Phase VI: Training – As Required

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

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

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

Training is provided to:

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

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

Sample MSOC Design & Implementation Process

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

Phase 1: Requirements, Assessment & Design

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

Phase 2: Development, Readiness & Training

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

Phase 3: Service Delivery & On-Boarding

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

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

Phase 4: Ongoing Support

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

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

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

Process Control & Documentation

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

Appendix C

ADDITIONAL REQUIRED DOCUMENTS

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

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY

OPEN RECORDS POLICY

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

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

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

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

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

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

12/08/2020	, Steve Benjamin, EVF
Date	Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

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

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

Company		Contact	
	Audio Visual Innovations, Inc	P	Signature
			Printed Name
	6301 Benjamin Road, Ste 10	1	
Address			Position with Company
	Tampa, FL 33634		
		Official Authorizing Proposal	
		гторозаг	Signature
			Steve Benjamin
			Printed Name
Phone	(813) 884-7168		Executive Vice President
			Position with Company
Fax	(813) 882-9508		

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

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

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

Texas Government Code 2270 Verification Form

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

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

, Steve Benjamin	as	an	authorized
representative of			
Audio Visual Innovations, Inc.		а	contractor
engaged by			
Insert Name of Company			
Region 4 Education Service Center, 7145 West Tidwell Road, Houston, writing that the above-named company affirms that it (1) does not boycoboycott Israel during the term of this contract, or any contract with togovernmental entity in the future.	ott Isra	el; and	l (2) will not
Also, our company is not listed on and we do not do business with co Texas Comptroller of Public Accounts list of Designated Foreign Terror at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf .			
further affirm that if our company's position on this issue is reversed a longer valid, that the above-named Texas governmental entity will be not (1) business day and we understand that our company's failure to affire requirements of Texas Government Code 2270 et seq. shall be ground termination without penalty to the above-named Texas governmental en	tified ir īrm an Is for ir	n writing d com	g within one oly with the
swear and aftirm that the above is true and correct.			
N	12/	08/202	0
Signature of Named Authorized Company Representative	•		Date