

# **TIPS VENDOR AGREEMENT**

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

## **THE INTERLOCAL PURCHASING SYSTEM (TIPS) For**

**171001 Audio Visual Equipment, Supplies and Services**

### **General Information**

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

### **Definitions**

**PURCHASE ORDER** is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

# Terms and Conditions

## Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

**Davis Bacon Act** requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

## Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

### **Shipments (If Applicable)**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

**Fees for this award are 2%.**

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

2. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

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

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

## **Supplemental Agreements**

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

### **INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:**

**ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.**

## **Licenses**

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

## **Site Requirements (Only when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

#### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

#### **Invoices**

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

#### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

#### **Survival Clause**

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

**Legal obligations**

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

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting 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 three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

**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 fully 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.

**Acceptance of work by TIPS Member**

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.



**Bonding**

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

**Incorporation of Solicitation**

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

**Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

**Scheduling of Construction Projects (when applicable)**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

### NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

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

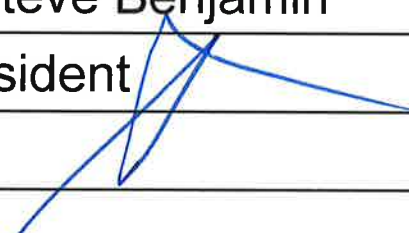
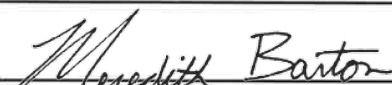
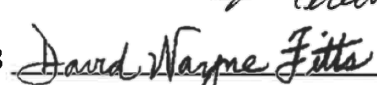
- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1<sup>st</sup> of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

## **Addendum #4 RFP 171001 Audio Visual Equipment, Supplies and Services**

**TIPS Admin Fee schedule for this RFP has been changed and is now 1% on all sales under the contract for goods AND services.**

# TIPS Vendor Agreement Signature Form

RFP 171001 Audio Visual Equipment, Supplies and Services

Company Name Audio Visual Innovations, Inc.  
Address 6301 Benjamin Road, Suite 101  
City Tampa State FL Zip 33634  
Phone 813-884-7168 Fax 813-884-1013  
Email of Authorized Representative Steve.Benjamin@avispl.com  
Name of Authorized Representative Steve Benjamin  
Title Executive Vice President  
Signature of Authorized Representative   
Date October 17, 2017  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date 12/15/17

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				Floor/Room
Bid Number	171001 Addendum 4	Department Building		Telephone
Title	Audio Visual Equipment, Supplies and Services			Fax
Bid Type	RFP			Email
Issue Date	10/5/2017 08:00 AM (CT)	Floor/Room		
Close Date	11/27/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information	
Company	Audio Visual Innovations, Inc.
Address	6301 Benjamin Road Suite 101 Tampa, FL 33634
Contact	Cindy Turner
Department	
Building	
Floor/Room	
Telephone	(813) 884-7168
Fax	(813) 882-9508
Email	Bids@avispl.com
Submitted	11/17/2017 02:37:55 PM (CT)
Total	\$0.00

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

Signature Steve Benjamin Email Lauri.Przybylski@avispl.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
10/30/17	Anticipated Schedule of Award or Related Events	The Anticipated Schedule of Award or Related Events addendum reflected a January 2017 award date and is hereby corrected to change from January xx, 2017 to 2018.

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	AVI-SPL designs, builds, integrates, and supports video collaboration, AV, and system control solutions that improve communications for every type of organization. By delivering better connections, we help you improve the way you operate.
6	Primary Contact Name	Primary Contact Name	Jay Bosch
7	Primary Contact Title	Primary Contact Title	Business Development Director
8	Primary Contact Email	Primary Contact Email	Jay.Bosch@avispl.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722434422
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722435450
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3142503337
12	Secondary Contact Name	Secondary Contact Name	Tracie Bryant-Cravens
13	Secondary Contact Title	Secondary Contact Title	VP Sales
14	Secondary Contact Email	Secondary Contact Email	Tracie.Bryant-Cravens@avispl.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722434422

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722435450
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726799922
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Cindy Turner
19	Admin Fee Contact Email	Admin Fee Contact Email	Cindy.Turner@avispl.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8138847168
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jay Bosch
22	Purchase Order Contact Email	Purchase Order Contact Email	Jay.Bosch@avispl.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722434422
24	Company Website	Company Website (Format - www.company.com)	www.avispl.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	59-1958935
26	Primary Address	Primary Address	6301 Benjamin Road, Suite 101
27	Primary Address City	Primary Address City	Tampa
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Florida
29	Primary Address Zip	Primary Address Zip	33634
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	video, audio visual, video conferencing, vaas, AVI-SPL, cloud, AV, VTC, Microsoft, Polycom, Cisco, AMX, Creston, Extron, Infocomm, integration, Audio-technica, Belden, Biamp, C2G, Chief, Christie, ClearOne, Dalite, Digital Projection, Draper, Epson, Harman, Ingram, Liberty, Mitsubishi, NEC, Panasonic, Peerless, Mounts, Samsung, Sennheiser, Sharp, Shure, Sony, Synnex, Tannoy, collaboration, uc, Unified Communications, endpoint, infrastructure, command, control, visualization, education, telehealth, emergency operation center, eoc, k12, university, school, government, local, federal, college, display, interactive, vmr, symphony, professional development, teachers, classroom, distance learning, integration, School equipment, teaching aids and supplies, Screens, Carts and stands, Lecterns, speakers, sound systems, public address systems, microphones, disc players, amplifiers, mixers, preamplifiers, switchers, monitor, flat panel, mounts, presentation, audio/video cables, cameras, digital cameras/camcorders, video

			projectors, LCD projectors, installation, digital signage, Lamps, cases, signal management, headphones, headsets, AV Software, AV furniture, wallplates, racks, document cameras, whiteboards.
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No



38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	15
45	Years Experience	Company years experience in this category?	37
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes

49 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

50 Texas HB 89- Texas Government code §2270 compliance

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.  
I swear and affirm that the above is true and correct by a "YES" response.

- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing
- I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
- Yes
- 54 Regulatory Standing
- Regulatory Standing explanation of no answer on previous question.
- 55 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- By submission of this bid or proposal, the Bidder certifies that:
- (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

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

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.  
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

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

- |    |  |   |                        |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>   | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p>   | Yes                    |
| 61 | 2 CFR PART 200 Termination                     | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes                    |

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes



67 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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

- |    |   |   |              |
|----|---|---|--------------|
| 71 | Alternative Dispute Resolution                          | Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.<br>Do you agree to these terms? | Yes, I Agree |
| 72 | Alternative Dispute Resolution Explanation of No Answer |   |              |
| 73 | Infringement(s)   | The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.<br>Do you agree to these terms?  | Yes, I Agree |
| 74 | Infringement(s) Explanation of No Answer                |   |              |
| 75 | Acts or Omissions                                       | The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.<br>Do you agree to these terms?  | Yes, I Agree |
| 76 | Acts or Omissions Explanation of No Answer              |   |              |
| 77 | Contract Governance                                     | Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.  | Yes          |

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

Fingerprint

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

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

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00

REFERENCES
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Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Gateway Technical College	Courtney Wollert	<a href="mailto:wollertc@gtc.edu">wollertc@gtc.edu</a>	(262) 564-3028
Gateway Technical College	Dan Madsen	<a href="mailto:madsend@gtc.edu">madsend@gtc.edu</a>	(262) 564-3026
Gateway Technical College	Judy Braun	<a href="mailto:braunj@gtc.edu">braunj@gtc.edu</a>	(262) 564-2648
Houston First	John Gonzalez	<a href="mailto:john.gonzalez@houstonfirst.com">john.gonzalez@houstonfirst.com</a>	(713) 853-8229
Dallas Police Department Fusion Center	Sargent Desiree Webb	<a href="mailto:desiree.webb@dpd.ci.dallas.tx.us">desiree.webb@dpd.ci.dallas.tx.us</a>	(214) 671-4065
Clerk of Courts Pinellas County	Karen Freytag	<a href="mailto:kfreytag@mypinellasclerk.org">kfreytag@mypinellasclerk.org</a>	(727) 464-4779
Arlington Heights Fire Department	Dwayne Wood	<a href="mailto:dwood@vah.com">dwood@vah.com</a>	(847) 368-5458
Arlington Heights Fire Department	Paula Kereluk	<a href="mailto:pkerekuk@vah.com">pkerekuk@vah.com</a>	(847) 368-5505

Resellers - Dealers

Optional - For proposers with resellers

This resellers document is for proposers to list any other companies that resell their products.

Only list resellers of your products that are located in the US or Canada.

Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the furniture dealers that carry their products.

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Signal Perfection, Ltd	6301 Benjamin Road, Suite 101	Tampa	FL	33634	Christina Iacovelli	<a href="mailto:Bids@avispl.com">Bids@avispl.com</a>	813-884-7168	813-882-9508	<a href="http://www.avispl.com">www.avispl.com</a>



## Certification Regarding Lobbying

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Audio Visual Innovations, Inc.

Name/Address of Organization

Steve Benjamin, Executive Vice President

Name/Title of Submitting Official

Signature

October 17, 2017

Date

## FELONY CONVICTION NOTICE

### FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

### **Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**Official:** Steve Benjamin, Executive Vice President of Audio Visual Innovations, Inc.  
**Print Authorized Company Official's Name**

**A.** My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**Signature of Authorized Company Official:** \_\_\_\_\_

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

**Signature of Authorized Company Official:** \_\_\_\_\_

Steve Benjamin, Executive Vice President

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

**Signature of Authorized Company Official:** \_\_\_\_\_

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** Audio Visual Innovations, Inc.

(Name of Corporation)

I, John Zettel, CEO & Secretary certify that I am the Secretary of the Corporation

(Name of Corporate Secretary)

named as OFFERER herein above; that

Steve Benjamin

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Executive Vice President

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

  
CORPORATE SEAL if available

  
SIGNATURE John Zettel, CEO & Secretary

October 17, 2017

DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)**

☒ YES or NO ☐

**2. If yes, do you agree to comply with the following federal requirements? (Circle one)**

☒ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Audio Visual Innovations, Inc.

Print name of authorized representative Steve Benjamin, Executive Vice President

Signature of authorized representative \_\_\_\_\_

Date October 17, 2017

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Steve Benjamin, Executive Vice President as an authorized representative of

Audio Visual Innovations, Inc., a contractor/vendor  
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

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

Steve Benjamin, Executive Vice President  
Signature of Named Authorized Company Representative

October 17, 2017  
Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE  
MAY RESULT

IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT  
OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT  
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS  
GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Audio Visual Innovations, Inc.

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

Steve Benjamin, EVP

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

6301 Benjamin Road, Suite 101 Tampa FL 33634 813-884-7168  
Address City State ZIP Phone



## Onsite AV Service Partners, Inc.

**From:** Karla Samaripa [<mailto:karla@onsiteav.com>]  
**Sent:** Monday, March 27, 2017 9:44 AM  
**To:** Tracie Bryant-Cravens <[Tracie.Bryant-Cravens@avispl.com](mailto:Tracie.Bryant-Cravens@avispl.com)>  
**Subject:** TIPS TAPS

Hi Tracie,

We are happy to be listed as a sub but wanted to let you know that on that particular bid we too submitted a response. If you're okay with that please feel free to add/use us, I just wanted to be up front about it.

Thanks ☺  
**Federal EIN # 20-0677899**  
**TEXAS VIN # 1200677899200**

**Karla Samaripa**

**Onsite AV Service Partners, Inc.**

2120 W. Braker Lane, Ste. K

Austin, TX 78758

Phone: (512) 482-8467

Fax: (512) 532-6227



**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Austin (COA), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscomblsearch/index.jsp>. Provided that your company continues to remain certified with the COA, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COA in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COA and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COA, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	<b>1200677899200</b>
File/Vendor Number:	<b>38415</b>
Approval Date:	<b>19-OCT-2016</b>
Scheduled Expiration Date:	<b>19-OCT-2019</b>

In accordance with the Memorandum of Agreement between the  
City of Austin (COA)

and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

**ONSITE AV SERVICE PARTNERS INC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 09-NOV-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul Gibson, Statewide HUB Program Manager  
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscomblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16



# LyncVerse Technologies

Tracie

Thanks for the opportunity to partner with avispl, we are all in and would love to participate. Our Federal EIN is 47-0986297, our Texas VIN# is 8020000043, and attached is a copy of our Texas HUB certificate. Please let me know if you have any questions.

Thanks

Shearrard Thomas

President and CEO

**LyncVerse Technologies**

281-542-3473 Office

281.744.8385 Mobile

[sthomas@LyncVerse.com](mailto:sthomas@LyncVerse.com)

" Striving to earn your trust and confidence in everything we do"





**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbli/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number: 1470986297400  
File/Vendor Number: 486578  
Approval Date: 15-MAR-2016  
Scheduled Expiration Date: 15-MAR-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**LYNCVERSE TECHNOLOGIES, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 18-MAR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbli/cmblihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15

## New Beginnings Capital Partnership, LLC.



Tue 4/18/2017 1:21 PM

Kermit Cruz <kermit@nbcpsourcing.com>

Re: TIPS Contract Bid

To Trade Bryant-Cravens

Cc Brian Alward; Cindy Turner

**Yes we would like to participate.**  
**Thanks**  
**KC**

### CMBL/HUB Vendor Detail

**Vendor ID /**

**Vendor Number** 1331137911200 / 53099

**Vendor Name** NEW BEGINNINGS CAPITAL PARTNERSHIP, LLC

**Vendor Address** 3700 FREDERICKSBURG RD. STE. 101 SAN ANTONIO, TX 78201 USA

**county** BEXAR

**Contact** Kermit Cruz

**Phone/Fax** 210-858-7477 / 800-409-2138

**Email Address** [kermit@nbcpsourcing.com](mailto:kermit@nbcpsourcing.com)

**Website** <http://www.nbcpsourcing.com>

**Business Description** Strategic Procurement/Equipment Brokerage: Wholesale of IT, office, audio/visual equipment and installation.

**Business Category** Commodities Wholesaler/Reseller (07)

**Small Business** Y

**CMBL Status** Inactive ( F -Deleted for non-payment of annual fee )

**Date Removed From CMBL** 10-JUL-2015

**HUB Status** Active Bidder ( A-Approved; Active Texas certified HUB )

**HUB Expires** 31-MAR-2019

# SHI

Hi Tracie,

I apologize for the slow reply. If you still have time to include SHI Government Solutions on your HUB subcontracting plan for the TIPS bid, we would like to participate.

Thank you,

Tory

Victoria Pubytski | SHI Government Solutions | Sales Support Operations Manager- South Central Region

[Victoria\\_Pubytski@shi.com](mailto:Victoria_Pubytski@shi.com) | [www.publicsector.shidirect.com](http://www.publicsector.shidirect.com)

Toll Free: (800) 870-6079 | Office: 512-582-6724 | Mobile: 512-983-6502

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**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbi/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1223695478500
File/Vendor Number:	082075
Approval Date:	21-APR-2016
Scheduled Expiration Date:	21-APR-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**SHI GOVERNMENT SOLUTIONS, INC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-APR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15



## Digital Resources, Inc.

**From:** Wendy Bock [<mailto:WBock@digitalresources.com>]  
**Sent:** Tuesday, February 7, 2017 5:40 PM  
**To:** Tracie Bryant-Cravens <[Tracie.Bryant-Cravens@avispl.com](mailto:Tracie.Bryant-Cravens@avispl.com)>  
**Cc:** Tim Bock <[TBock@digitalresources.com](mailto:TBock@digitalresources.com)>; Wendy Bock <[WBock@digitalresources.com](mailto:WBock@digitalresources.com)>  
**Subject:** RE: Texas DIR Contract Opportunity - Actively Seeking Audio Visual HUB Subcontractors

Hi Tracie,

Thank you for considering DRI as a HUB subcontractor for this bid. We would like to participate. I have attached our HUB certificate and provide the info you requested below.

Our EIN# = 73-1596678

TX VIN# = 17315966782

Please let us know how we can further assist you if awarded the contract.

All the best,

Wendy

**Wendy Bock** | Digital Resources, Inc.

2107 Greenbriar Drive, Suite B.

Southlake, TX 76092

[wbock@digitalresources.com](mailto:wbock@digitalresources.com)

Office: 817-481-9300 ext. 210

Fax: 817-488-0595

***Leading AV design and integration!***

***WBE/HUB Certified Company***

**DIGITAL**  
RESOURCES, INC



## GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Women's Business Council - Southwest (WBCS), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbi/hubonly.html>. Provided that your company continues to remain certified with the WBCS, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBCS in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the WBCS and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the WBCS, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

### Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1731596678200
File/Vendor Number:	49129
Approval Date:	09-MAR-2016
Scheduled Expiration Date:	08-MAY-2017

In accordance with the Memorandum of Agreement between the  
Women's Business Council - Southwest (WBCS)  
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

### DIGITAL RESOURCES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 13-APR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBCS's program, you must immediately (within 30 days of such changes) notify the WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.





hereby grants

# National Women's Business Enterprise Certification

to

## Digital Resources, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by  
Women's Business Council – Southwest, a WBENC Regional Partner Organization.

Expiration Date: 05/08/2017  
WBENC National Certificate Number: 2005124528

Authorized by Debbie Hurst, President,  
Women's Business Council – Southwest



NAICS Codes: 423410, 238210

UNSPSC Codes: 52161500, 45111704, 45111819, 45111713, 45111800, 52161555, 45111707, 45111805, 45111715, 81111503, 45111706, 52161545, 45111616, 45111814, 45111716, 52161547, 45111901, 52161540, 45111617, 43223207, 45120000, 41113721, 81112207, 45111719, 45121506, 46171612, 45111700, 86141702, 45111902, 45111900, 43222619, 43201401, 52161553, 52161541, 80161507





# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☒ Section 1 - Respondent and Requisition Information
  - ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract
  - ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - ☒ Section 2 c. - Yes
  - ☒ Section 4 - Affirmation
  - ☒ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Audio Visual Innovations, Inc. demonstrated a good faith effort and notified the following companies for subcontracting opportunities under The Interlocal Purchasing System (TIPS) for 17100 Audio Visual Equipment, Supplies and Services.

Onsite AV Service Partners, Inc. (Texas-certified HUB)  
 LyncVerse Technologies (Texas-certified HUB)  
 New Beginnings Capital Partnership, LLC (Texas-certified HUB)  
 SHI Government Solutions, Inc. (Texas-certified HUB)  
 Digital Resources, Inc. (Texas-certified HUB)

All companies confirmed receipt and accepted the opportunity to subcontract labor services in response by email to Tracie Bryant-Cravens, VP Sales, Enterprise Accounts. (See attached for email correspondence). These subcontractors are included in our HUB Subcontracting Plan (HSP) that will result in 21.1% of the installation labor services contract value being subcontracted to small businesses. We are open to receiving competing bids for subcontracts from other small business with a defined HUB association.

## SECTION-1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: Audio Visual Innovations, Inc. State of Texas VID #: 0012124006  
 Point of Contact: Tracie Bryant-Cravens Phone #: 972-243-4422  
 E-mail Address: tracie.bryant-cravens@avispl.com Fax #: 972-243-5450
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: RFP 171001 Audio Visual Equipment, Supplies and Services Bid Open Date: 11/27/2017

(mm/dd/yyyy)

Enter your company's name here: Audio Visual Innovations, Inc.Requisition #: RFP 171001**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☒ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)  
☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Installation Labor Services	21.1 %	%	0 %
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☒ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)  
☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)  
☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Audio Visual Innovations, Inc.Requisition #: RFP 171001**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

- a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

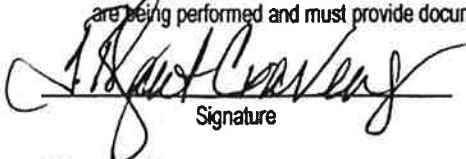
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
SignatureTracie Bryant-Cravens

Printed Name

VP of Sales, Enterprise Accounts

Title

11/13/2017

Date

(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

# HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: Audio Visual Innovations, Inc.Requisition #: RFP 171001

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>.

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Installation Labor Services

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Onsite AV Services Partners, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1200677899200	\$ 21,000.	4.22 %
LyncVerse Technologies	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1470986297400	\$ 21,000.	4.22 %
New Beginnings Capital Partnership, LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1331137911200	\$ 21,000.	4.22 %
SHI Government Solutions, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1223695478500	\$ 21,000.	4.22 %
Digital Resources, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1731596678200	\$ 21,000.	4.22 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: Audio Visual Innovations, Inc.

Requisition #: RFP 71001

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



# HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/14

Enter your company's name here: Audio Visual Innovations, Inc.

Requisition #: RFP 171001

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: Audio Visual Innovations, Inc.

State of Texas VID #: 0012124006

Point-of-Contact: Tracie Bryant-Cravens

Phone #: 972-243-4422

E-mail Address: tracie.bryant-cravens@avispl.com

Fax #: 972-243-5450

## SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: The Interlocal Purchasing System (TIPS)

Point-of-Contact: Kristie Collins

Phone #: 866-839-8477

Requisition #: RFP 171001

Bid Open Date: 11/27/2017

(mm/dd/yyyy)

## SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than 03:00 PM on 11/27/2017.  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

☐ - Not Applicable

### 4. Bonding/Insurance Requirements:

☐ - Not Applicable

### 5. Location to review plans/specifications:

☐ - Not Applicable

## WARRANTY

All projects performed by AVI-SPL are provided a standard 90-day warranty on all workmanship from date of project completion. 90-day Warranties cover any defects in the installation or craftsmanship portion of a professional audio visual (ProAV) integration project.

### Details of 90-day Warranties include:

- **Warranty Parts Repair/Replacement:** Some equipment may be repairable or replaced under the manufacturer's Warranty policy. The local AVI-SPL office responsible for the project will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement. Components and materials carry the manufacturer's warranty
- **On-site Service/Response:** An AVI-SPL service technician will be scheduled to be dispatched from the local AVI-SPL office to the Customer location once a problem has been reported to the AVI-SPL Help Desk or to the local AVI-SPL office responsible for the project.
- **On-site & Remote (phone) Support** is only covered during normal business Hrs. (M-F, 8A-5P, excluding holidays)
- **90-Day warranties** are maintained by the local AVI-SPL office

Response for Proposal

# The Interlocal Purchasing System

Region 8 Education Service Center

171001 – Audio Visual Equipment, Supplies and Services



THE INTERLOCAL PURCHASING SYSTEM



**AVI**  **SPL**®

An AV and Video  
Communications  
Provider

Audio Visual Innovations, Inc.  
13859 Diplomat Drive  
Suite 180  
Dallas, TX 75234  
Phone: (972) 243-4422  
Fax: (972) 243-5450  
[www.avispl.com](http://www.avispl.com)

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

November 27, 2017

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## Qualifications

AVI-SPL is the state and local government's premier source for audio visual, communication and collaboration solutions. Independently recognized as the leader in Video Conferencing (VTC), Digital Media (DM) and Audiovisual (AV) Systems Integration, we provide custom-integrated and off-the-shelf solutions to State and Local Governments, K12 and Higher Education Institutions, Private-Public Sector Partnerships and Global 2000 clients, worldwide. Our professional services portfolio provides access to qualified personnel for: assessments, design and integration, remote and onsite support, strategic onsite staffing and managed services.

AVI-SPL's secure cloud-based video infrastructure services, management of on-premise collaboration solutions and access to our two US-based help-desks, staffed by trained AV and VTC specialists are available 24/7/365. Whatever the size and scope of the requirement, AVI-SPL has the resources and capability to meet client's needs and exceed expectations. AVI-SPL is an authorized reseller for more than 700 manufacturers. Our high-volume purchasing, and sophisticated supply-chain management enables us to offer fast, reliable delivery at low prices. We carry thousands of top-brand products which may be purchased using our 30 competitively bid and awarded State Contracts and Cooperative Purchasing Agreements. Many include, labor categories by which to deliver projects of any size or complexity.



AVI-SPL designs award-winning video communication solutions that enables seamless collaboration and empowers connectivity for government, education, healthcare, enterprise companies, small businesses, and virtually every other type of organization. We assess each customer's need, develop a solution that conforms to that need, plan an implementation around the work of other trades, and integrate and support that solution to ensure its success. By delivering better experiences for our clients, we help them improve their efficiency, save them money and increase their productivity.

We have over 35 years of experience and a vast network of engineering resources which traverses across our multiple-offices in the United States, Canada, the United Kingdom, and the United Arab Emirates. This knowledge



and expertise is why we are able to deliver a broad range of video collaboration solutions in any environment and support solutions, so our clients can focus on what they do best, conduct their business.

## A Single, Reliable Source

AVI-SPL takes pride in being a single, reliable resource for improving our client's ability to communicate and collaborate. We have partnerships with highly regarded collaboration companies, construction firms, architects, and consultants. These partnerships allow us to design, build, integrate, and support solutions, systems, and environments that facilitate efficient communications which empower people at any location to work productively with one another. No other company can match the breadth of services and depth of experience that enables us to handle every aspect of an integration project. AVI-SPL is not only a video integration company, we are an excellent company to partner with:

### A Partner Working in Our Client's Interests:

- Experienced and financially stable technology contractor with a **global operational delivery model**.
- A provider of **innovative, award-winning solutions** which are intuitive to use, effective, and aligned with any client's needs. Our solutions reflect the trends and technologies shaping business collaboration and efficiency.

### A Knowledgeable Collaborator:

- We offer the most **qualified team of engineers and technicians** in the industry.
- **Unsurpassed in-house capabilities** to design, install and manage complex audio, video, collaboration and communication technologies.
- **Certified solutions** from industry leaders like Microsoft, Polycom, Cisco, AMX, and Crestron.
- AVI-SPL is the only company with the ability to self-certify its own engineers to trade standards set by InfoComm International.

### An Experienced Integrator:

- Wide-ranging **technical integration capabilities**, construction experience, and engineering resources to support projects of any scale and environment including stadiums, boardrooms, hospitals, and classrooms.
- **Expert engineering** with the highest per capita number of technical employees of any AV solutions provider.

We take our client's investments in collaborative solutions seriously. We provide excellent service every step of the way, making sure our clients have the support to keep their business running smoothly and, so they can quickly experience a positive return on investment.

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.

AVI-SPL's expertise includes partnerships with the industry's top technology providers and offers to our clients a team of highly skilled and certified technicians, and the reliability of comprehensive support.

AVI-SPL is the result of the acquisition of its two legacy companies that merged to create the largest pro AV integrator in the U.S.; and is the most trusted systems integrator since its inception with revenue which far surpasses our closest competitor.

The hallmark of AVI-SPL's success has been its ability to not merely keep pace of the technology trends that drive the way businesses operate, but to innovate and improve upon them so that we can offer our customers a standard of quality which no other company can match.

- **86% of Fortune 100** and **72% of Fortune 500** companies are AVI-SPL customers
- More than **50,000 projects** completed in nearly 101 countries
- **2,100+ employees** in more than **44 offices** across North America, Canada, Europe and the Middle East
- Partnerships with all the **leading technology providers**, so we can craft the right solution for every client

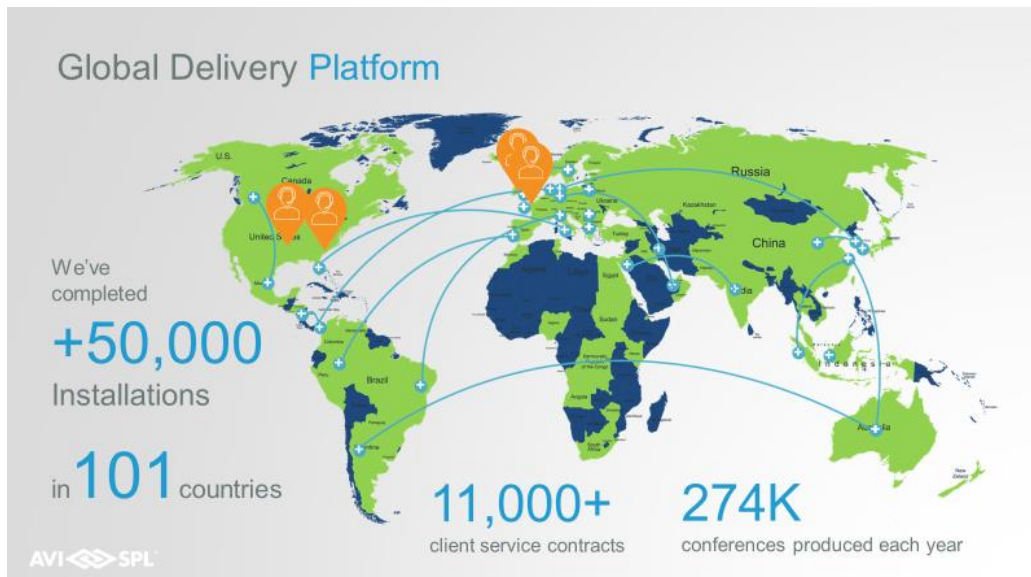
There's no better testament to our value to the customer than the work we've accomplished helping organizations of all types reach their goal of smarter, more efficient operations.

## Corporate Identity

Tampa, Florida-based AVI-SPL is a video collaboration solutions provider. Our business is the sale and service of audio visual and presentation solutions and products. We are recognized for the design, installation and servicing of presentation systems for boardrooms, training rooms and other high-tech presentation facilities.

We are the recognized leader in the video, collaboration and AV industry. 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). From our headquarters in Tampa, Florida, we've expanded across the United States, into Canada, the Caribbean, the U.K., Germany and the United Arab Emirates. 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 50,000+ projects a year, more than 8,000+ customer service contracts and producing 274,000 conferences each year, while earning a reputation as the leader in customer satisfaction.





## Contractor Profile

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. AVI-SPL also partners with AV/IT solutions provider Vega of Asia. In 2016, we expanded our footprint, customer base and capabilities through the opening of our Frankfurt office and the acquisitions of Anderson Audio Visual and VideoLink LLC. In October of 2017 AVI-SPL announced the acquisition of Sharp's Audio Visual, a leading AV and Unified Collaboration solutions provider throughout Canada. Our Canadian team has added eight locations, including Edmonton, Halifax, Ottawa, Saskatoon, and Vancouver. This addition will advance our global presence and further widen the gap for one of AVI-SPL's key differentiators amongst our competitors. 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 7,000 service contracts, while earning a reputation as the leader in customer satisfaction.

Geographical area:	AVI-SPL is headquartered in Tampa, FL with over 40 offices worldwide
Average annual revenue (FY 2010-2016):	\$572 Million
Typical project size:	\$100,000 to \$2,000,000
Bank:	Webster Bank is our syndication banking partner
Bonding limit:	\$20,000,000 single/\$40,000,000 aggregate

AVI-SPL, Inc. 6301 Benjamin Road, Suite 101 Tampa, FL 33634	Phone: 813-884-7168 Toll Free: 800-282-6733
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[www.avispl.com](http://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

FEIN: 59-1958935  
Cage Code: 02DN6  
DUNS: 03-729-3974  
NAICS: 238210  
SIC: 1731

**Signal Perfection, Ltd.** (wholly owned subsidiary of AVI-SPL, Inc.)  
Incorporated under the laws of Maryland on February 03, 1992  
Charter Number: D03365921

FEIN: 52-1760942  
Cage Code: 0UUB9  
DUNS: 78-733-3863  
NAICS: 238210  
SIC: 1731

**AVI-SPL Canada, Ltd.** (wholly owned subsidiary of AVI-SPL, Inc.)  
Incorporated under the laws of Canada on November 18, 2011  
Charter Number: 660624

Business Number: 844489500

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

VAT Number: 152 7478 93

**Charter Number:** 08281689

Parent company AVI-SPL, Inc. is privately held with majority ownership held by H.I.G. Capital, a highly respected, global private equity firm with \$19 billion of equity 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
Trade: Low-voltage Electrical Audio-Visual Installation; Cable Pulling	

**Majority Ownership:**

H.I.G. Capital

**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

**Executive Team:**

John Zettel, Chief Executive Officer  
Steve Palmer, Chief Financial Officer  
John Murphy, Chief Operating Officer  
Steve Benjamin, Executive Vice President  
[Learn more about our Executive Team >](#)

**Current Operations:**

**Bank References:**

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

**Credit References:**

Extron Electronics 1230 S. Lewis Street Anaheim, CA 92805 Contact: Esther Salazar Ph: (714) 491-1593, ext. 6248 Phone: (201) 767-3400	Crestron Electronics, Inc. 15 Volvo Drive Rockleigh, NJ 07647 Contact: Richard Holland (ext. 10312) Contact: Sam Hicks (ext. 10268) Fax: (201) 767-1904
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TC Group Americas 335 Gage Avenue, Ste #1 Kitchener, ON Canada N2M531 Contact: Kathy, Credit Manager Ph: (800) 565-2523, ext. 226 Fax: (519) 745-2364	Liberty Wire & Cable 11675 Ridgeline Drive Colorado Springs, CO 80921 Contact: Michelle Moscovici Phone: (719) 388-7509 Fax: (719) 487-2109
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Middle Atlantic Products, Inc.  
\*\*Electronic Credit Reference Program\*\*  
<http://creditref.middleatlantic.com>  
Account #: 1280

A map of the United States showing the locations of 25 Bluebird sightings. The map includes state names and major cities. Blue pins indicate sightings in Seattle, San Francisco, Los Angeles, Denver, St. Paul, Chicago, Minneapolis, St. Louis, Philadelphia, New York, Boston, Toronto, Montreal, Ottawa, and others.

**Dallas Office**  
13859 Diplomat Drive, Suite 180  
Dallas, TX 75234  
Phone: (972) 243-4422  
Fax: (972) 243-5450

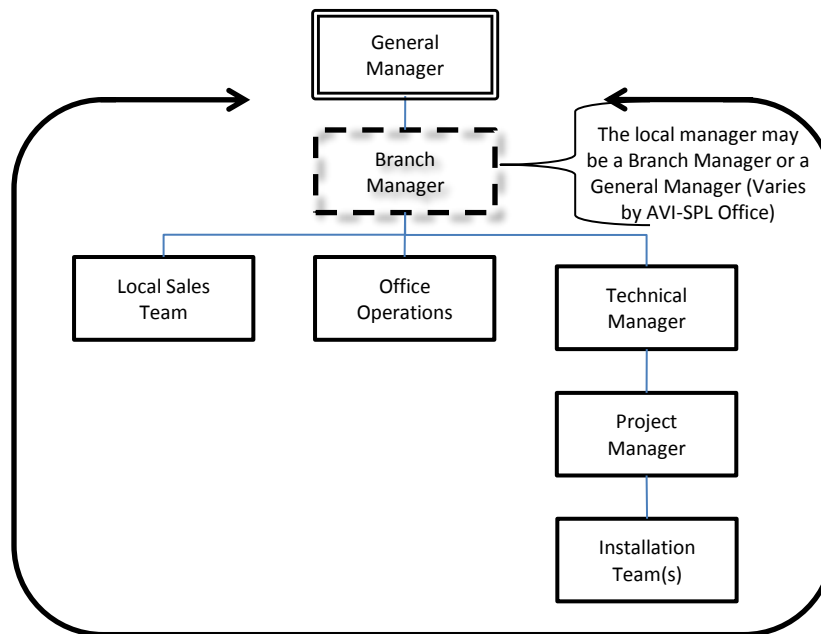
## Organization and Structure

Communication is the key to any successful project. AVI-SPL is committed to assuring our clients they are fully informed at every step during the project. Each of the steps in our process includes mandatory communication from our team to our clients. From the outset, our customers meet the team responsible for the project.

Although there are many steps in the process that may not be visible to our clients, AVI-SPL is committed to maintaining a communication channel with our customers. Upon receipt of the order, AVI-SPL will communicate with the client. This initial communication will include detailed information regarding the process of the project and the contact information for those who will be responsible for the project progress and completion.

At the end of each day's work, the field teams will report progress back to the local AVI-SPL office to assure that we are up to date on every aspect of the project. On a weekly basis, the AVI-SPL responsible person will report to our client the progress on each project.

Below is an example of the chain of command in our local offices:



## Strategic Technology Partners

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





AVI-SPL maintains strategic partnerships through our authorized subcontractor partner management program. We deeply value our authorized partners across the state of Texas. Our Subcontractor Management Program (SMP) plays a critical role in how we serve our customers, allowing us to provide the scale, scope, and expertise necessary to achieve our goals. AVI-SPL's SMP is for labor or service subcontractors only, and is not for product vendors or suppliers. Should the need for subcontractors be required, we will supplement AVI core competencies by aligning ourselves with respected subcontractors and partners whose business integrity and performance match our own and whose core competencies meet or exceed TIPS's needs. Our project managers own the responsibility for subcontractor performance and carefully monitor subcontractor staff performance. The prime contractor-subcontractor relationship will be transparent to TIPS due to our integrated team approach and seamless communications. For added convenience, capability and flexibility, AVI-SPL frequently teams with diverse business partners, including small business, 8A's, woman and minority owned businesses and service-disabled veteran-owned businesses.

#### **AVI-SPL Strategic Partner Network**

AVI-SPL's vision is to make audio visual design and integration services ubiquitous. With our ecosystem partners, we provide UC and AV collaboration solutions that offer the quality, security, and scale required for success in any environment. Our strategic partner network is an ecosystem of audio visual providers committed to enabling interoperability through open standards. Together we extend the reach and value of collaboration to deliver high-value business solutions. Our valued channel partners include:

- **AT&T** – State & Cooperative Government Contracts including managed services, unified communications & collaboration, tele-health solutions, professional services
- **Level 3 Communications** - State & Cooperative Government Contracts including managed services, unified communications & collaboration, tele-health solutions, professional services
- **InterCall** - State & Cooperative Government Contracts including managed services, unified communications & collaboration, tele-health solutions, professional services
- **CenturyLink Government** - State & Cooperative Government Contracts including managed services, unified communications & collaboration, tele-health solutions, professional services

## Certifications

AVI-SPL is committed to providing our clients with the highest level of service. To do that, we must consistently apply our expertise from every one of our offices. While there is a variety of coursework available from industry organizations, AVI-SPL has established performance standards that reach beyond those classes through our own Training Division. This division ensures that our technical staff has the skills to support a project by testing and certifying them prior to granting increased responsibilities.

AVI-SPL coursework includes InfoComm certifications such as CTS, CTS-I, and CTS-D, and technology-specific training from suppliers. Topics include digital signal processor (DSP) audio equipment, video conference equipment, control systems programming, data networking, and many others.

AVI-SPL has established minimum requirements for all technical positions to ensure that we meet the standards our clients deserve. For example, all project managers have accomplished 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.

The standards taught and adopted conform to the following trade and regulatory bodies:

- 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



## Video Partner Certifications

### Cisco

- Cisco TelePresence Video Master Partner
- Cisco Video Surveillance Authorized Technology Partner
- Cisco Premier Certified Partner (Specializations: Advanced Unified Communications, Authorized DMS Partner, Express Foundation)
- Cisco DMS (Digital Signage)
- Cisco “Lighthouse” Partner for advanced product development, testing and product direction (Cisco DMS and MXE technologies)



### Polycom

- Polycom Platinum Certified
- Polycom Certified VNOC Service Partner
- Polycom Certified Videoconferencing Engineers
- Polycom UC Professional Service



### Avaya

- Avaya Platinum Partner



## Pro AV Partner Certifications

- AMX ACE Audio, Control, Digital Signage, RMS, Signal Management Certified
- Biamp Audia, AVB, Tesira, Vocia
- Bosch Security
- (Praesideo, Surveillance, Access Control and NVR Certifications)
- Crestron Certified Programmer
- Crestron Certified Digital Media Engineers
- Extron Control Certification



## Employee Certifications

- AMX ACE Certified (Expert: Integration, Digital Signage, Programming, Installation, Design, RMS)
- Biamp Vocia
- Biamp Audio
- Cisco (Certified: Design Associate (CCDA), Design Professional (CCDP), Network Associate (CCNA), Network Professional (CCNP))
- Cisco CCNA Voice (CCNA-V)
- Cisco CCNP Voice (CCNP-V)
- Cisco Sales Expert
- ClearOne (Technical Specialist, Product Specialist)
- Crestron Programming and Master Programming
- ITIL
- InfoComm (CTS, CTS-I, CTS-D)
- ISF Imaging Science Foundation Commercial Certification (ISF-C)
- LEED Green Associate and AP
- LifeSize (Technical Professional, Technical Expert, Sales Professional, Sales Expert)
- OSHA Construction (10-hour, 30-Hour)
- PMI Project Management Professional (PMP)
- Polycom Certified Video Engineer (CVE)



## Awards and Recognition

AVI-SPL is the best partner for organizations of all types because we are always studying the latest trends in how organizations work, and developing sustainable solutions that improve their operations.

### 2017

- CI Integration Award for Best Corporate Campus Project—Zurich North America

### 2016

- North American Managed Video Conferencing Services Company of the Year (Frost & Sullivan)
- 3M Supplier of the Year
- Gold Level Status – EMEA Polycom Choice Partner
- DIGI Award Winner – Best Content for Digital Signage
- *Commercial Integrator* BEST Mission-Critical Project Award – Invenergy Control Room

### 2015

- InfoComm APEx Certification
- *CRN* Solution Provider 500, ranked #46
- Samsung Integrator of the Year
- Polycom Global Reseller of the Year
- Polycom North American Partner of the Year

### 2014

- *Systems Contractor News* Top 50 Systems Integrators, Ranked #1
- *Let's Do Video* – Best Industry Partnership
- Tampa Bay Business 100 list, ranked #14
- INTERNET TELEPHONY Product of the Year Award – Block ME™
- *Commercial Integrator* BEST Award – FIU Restaurant Management Lab
- *Commercial Integrator* BEST Award – Video Case Stories Highlight Reel
- Polycom North American Partner of the Year
- U.S. Patent for VNOC Symphony Platform
- NSCA Excellence in Business Award - Growth Strategies

### 2013

- *Systems Contractor News* Top 50 Systems Integrators, Ranked #1
- *Commercial Integrator* and Tech Decisions' Top K-12 Education Solution Award, Rialto Unified School District
- Commercial Integrator BEST Awards, Mommy's Hear & Critical Area Monitoring Solution
- Inc. Magazine, Inc. 5000
- *CRN's* Solution Provider 500 list, ranked #49
- Tampa Bay Business 100 list, ranked #11

- Polycom U.S. Partner of the Year
- Polycom North American Partner of the Year
- InfoComm International and NewBay Media People's Choice Award, North Carolina State University Hunt Library

## **2012**

- *Systems Contractor News* Top 50 Systems Integrators, Ranked #1
- Polycom U.S. Partner of the Year
- TMC Innovations Lab Award for VNOC Symphony
- Cisco Outstanding Customer Solutions Partner of the Year
- CRN magazine Solutions Providers 500 List, ranked #47
- *System Contractor News Magazine's* # 1 AV Integrator

## **2011**

- *Systems Contractor News* Top 50 Systems Integrators, Ranked #1
- *Commercial Integrator* "Integrator of the Year"
- 5000 Fastest Growing Companies, ranked #4432
- CRN magazine VAR500 List, ranked #48

## **2010**

- *Systems Contractor News* Top 50 Systems Integrators, Ranked #1
- Premier Certified Cisco Partner
- ClearOne Top U.S. Platinum Partner
- Polycom Partner of the Year
- PRO AV Spotlight Award, State & Local Government, New York City Hall Situation Room
- Apex Gold Award, Digital Signage Expo, Unisys Solution Showcase
- Polycom AV Integrator of the Year 2009 Award
- TANDBERG 2009 Channel Partners' Top Growth Partner Award

## **2009**

- *Systems Contractor News* Top 50 Systems Integrators, Ranked #1
- Polycom's AV Integrator of the Year 2008 Award
- Sound & Stage AV Install of the Year, Dubai Mall

## **2008**

- *Systems Contractor News* Top 50 Systems Integrators, Ranked #1
- Pro AV Spotlight Award, Hospitality Winner, STATS Sports Restaurant
- Pro AV Spotlight Award, Corporate Winner, One Haworth Center
- Gulf Coast Business Review's "Gulf Coast 500," ranked 60

## 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 his keen insight and due diligence.

### **Steve Palmer**

#### **Chief Financial Officer**

Steve Palmer brings with him a wealth of financial managing experience accumulated over 25 years. Steve leads AVI-SPL's finance, treasury, accounting, and IT functions. Over his career, he has served as a strategic financial business partner with an invaluable combination of strong finance/accounting knowledge, significant involvement in M&A activity, and experience implementing financial initiatives to support company infrastructure and support a global business model.

### **John Murphy**

#### **Chief Operating Officer**

John Murphy leads the company's operations, procurement and services functions. John focuses on investing in the company's technical resources to enhance training and staffing. His attention to quality control ensures AVI-SPL is exceeding customer expectations.

John Murphy has remarkable experience spearheading facilities and business services divisions in sales. He develops executing strategies that create advantages for global clients and their innovative workplaces. During his career, he has worked with different organizations to develop programs that drive sales and operational excellence.

### **Steve Benjamin**

#### **Executive Vice President**

Steve Benjamin joined legacy AVI in 1997. In his leadership role as Executive Vice President of AVI-SPL, Steve is responsible for contract management and negotiation, departmental financial oversight, production-related issues, real estate and insurance transactions, and corporate special project.

### **Tracie Bryant-Cravens**

#### **VP of Sales, Government and Education**

Tracie's expertise since 2005 lies in developing business and communications programs for State & Local Government as well as the Education Industry, and she brings to the table more than 13 years of experience selling telepresence and collaboration products and services in the IT/AV/Visual Communications industry.

At AVI-SPL, Tracie leads a seasoned team of Government and Education focused sales professionals, as well as being SLED Practice Lead, an AVI-SPL Channels Advocate, NASTD Corporate Affiliate POC, and Collaboration Services Solutions & Managed Services Sales.

Her specialties include:

- Business Development
- Program Development
- Channel Management
- Partner Development
- Inside Sales Operations
- Procurement Contracting
- Presentation/Public Speaking
- Direct & Indirect Marketing

## **Jay Bosch**

### **Government and Education Director, Business Development**

Jay's expertise, since 2006 lies in developing business and communications programs for State & Local Government as well as the Education Industry, and he brings to the table more than 10 years of grant experience.

At AVI-SPL, Jay manages marketing campaigns, contract vehicles and helps clients utilize technology to work smarter. Examples include: improved training, distance learning and telemedicine applications.

His specialties include:

- Emergency Management
- Homeland Security Training and Exercise
- Grant Management
- Business Development
- Program Development
- Procurement and Contracting
- Presentation and Public Speaking

## **Cindy Turner**

### **Public Sector Contracts Administrator**

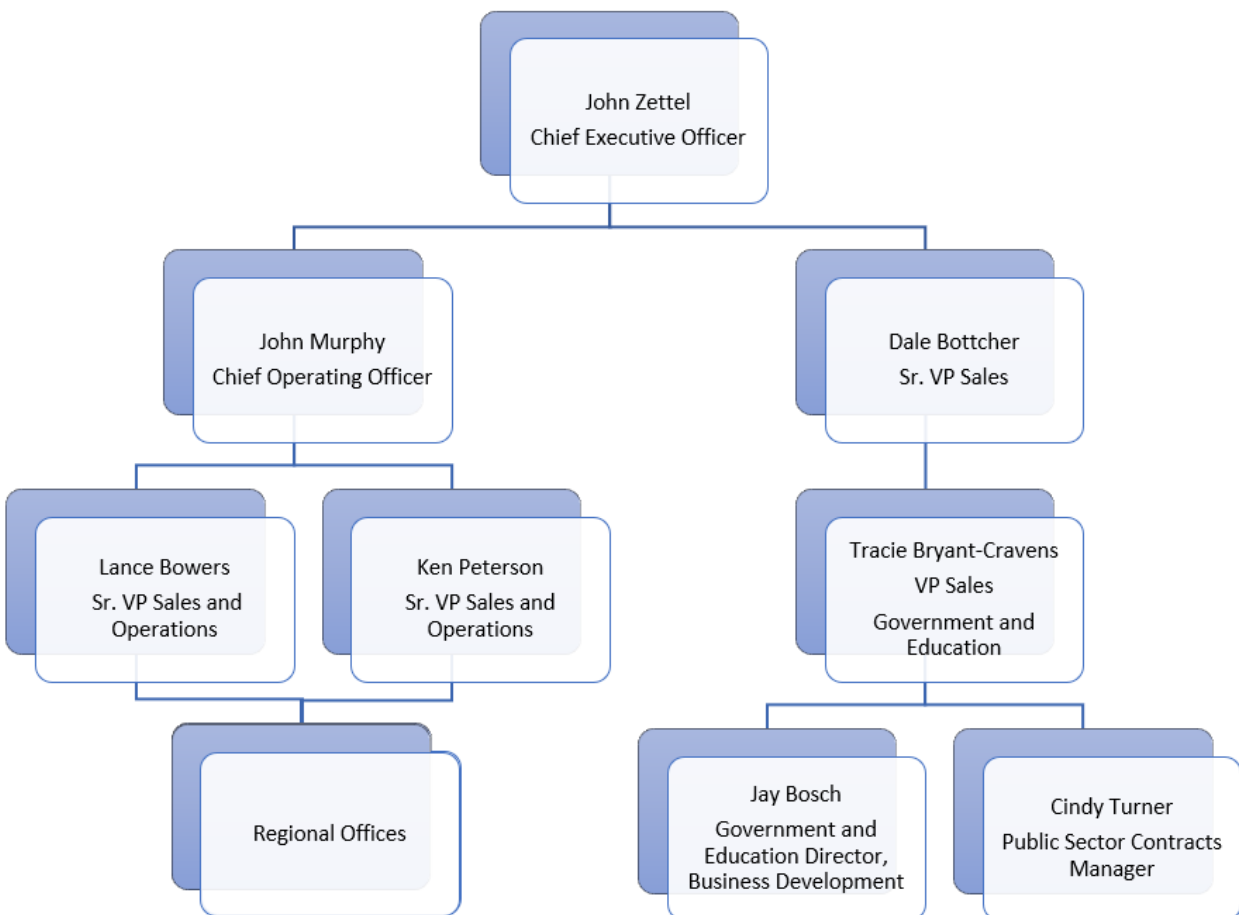
Cindy's role is to support the Public Sector Account team by sourcing plans for local and regional procurement. She insures contracting and procurement standards are maintained throughout the contracts portfolio to AVI-SPL as suppliers are transitioned and needs arise in the field.

Responsibilities:

- Responsible for communication, coordination and implementation of local and regional sourcing initiatives and contract negotiations to suppliers and AVI-SPL Public Sector Sales team.
- Ensure compliance to sourcing and contracting policies and procedures.
- Administer and maintain contract files to ensure compliance with State Public Sector Sourcing requirements, administration of supplier files, certificates of insurance, amendments, letters and other contractual documents.
- Maintain supplier information/MSRP pricing and update commodity codes on CMBL annually as solutions offering evolves
- Coordinate and communicate as applicable regarding contract docs and supplier information.

- Identify office that is receiving revenue for state contract vehicles. Maintain list of SLED sellers by office and poll Sales Managers for all State Contract Orders, monthly/quarterly as required.

## Leadership Organizational Chart



## Providing Solutions for All Types of Organizations

To improve communications across industries, AVI-SPL is an expert in a variety of solutions, including video collaboration, digital media, and control room systems.

### Video Conferencing and Unified Communications & Collaboration

AVI-SPL designs, builds, and supports scalable video collaboration solutions and services that improve operations. Before designing the solution, we assess the business processes in order to steer strategic development of a scalable communications plan. From creating an implementation plan to installing tailored solutions and providing ongoing support, our team of certified experts work to make sure our clients have the tools to increase productivity, make new connections and create new ideas. We connect multiple endpoints -- immersive telepresence, desktop, room-based systems and mobile devices -- over our clients dedicated infrastructure or through the cloud to create a solution that is supported locally, remotely or from the AVI-SPL VNOC.

#### Notable Qualifications

- Over 50 percent of all our projects have a business video component
- Actively manage more than 5,500 endpoints and infrastructure devices
- Microsoft Gold Communications
- Polycom Platinum Partner
- Polycom Advanced Certified Telepresence VNOC Service Provider
- Polycom ATX Certification (first company to achieve)
- Cisco TelePresence Video Master Partner
- Cisco Video Surveillance Authorized Technology Partner
- Cisco Premier Certified Partner (Specializations: Advanced Unified Communications, Authorized DMS Partner, Express Foundation)
- Received 2014 INTERNET TELEPHONY Product of the Year Award for Block ME™, a patent-pending meeting environment privacy device that connects directly to each video endpoint and, at the press of button, blocks any video calls from being launched or received.

### Digital Media

AVI-SPL's certified engineers design, implement, and support digital signage and video streaming projects. Solutions can be delivered as on-site services, and can be hosted on premise, in a cloud or a hybrid model. We offer scalable video display networks, robust content platforms and multichannel delivery options which allows digital media solutions to instantly change digital signage anywhere. We also offer creative services to create a digital media strategy and content. Our team allows our customers to command and captivate through HD video and content.

#### Notable Qualifications

- AVI-SPL is the only company that offers a complete digital media solution; we provide design, content creation, infrastructure, hosting, managed services and break/fix support.



## **Command and Control**

AVI-SPL integrates secure video technology into mission-critical facilities for industries as wide-ranging as aerospace, military, telecommunications, financial institutions, oil and gas, various utilities, federal, state, and local governments and transportation. Our Control Room Group's holistic approach takes into account sight lines, ergonomics, lighting technology 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+ highly trained, highly skilled people with credentials that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance, in addition to specialty manufacturer training in control system applications
- Actively service hundreds of Control Room installations spread across all vertical markets through our 24/7/365 Control Room Group staffed helpdesk
- Installations all over the world which demonstrates our ability to mobilize, deliver, and support our solutions regardless of geographic location

## **Advanced Visualization**

Our Advanced Visualization solutions combine high-resolution, stereoscopic projection and 3D computer graphics to create ultra-high-definition systems that generate detailed renderings of concepts and engineering diagrams for virtual-reality testing environments, product development, and model manipulation. The result is a complete sense of presence in a virtual environment. Product visualization software technology allows viewing and manipulation of 3-D models, technical drawings and other related documentation of manufactured components and large assemblies of products allowing clients to virtually touch a concept before it is built. AVI-SPL applies its expertise in 2D/3D visualization technology to create ultra-high-definition systems which illustrate detailed renderings of concepts and engineering diagrams, and video walls for virtual-reality testing environments, product development, and model manipulation.

### **Notable Qualifications**

- Dedicated team who focuses on projects that require a high degree of immersion in virtual reality or simulation applications
- 50+ highly trained, highly skilled people with credentials that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance, in addition to specialty manufacturer training in visualization applications
- A wide range of products and expertise for multi-channel display and computer solutions to achieve high-fidelity imagery on virtually any screen shape

## **Intelligent Buildings**

We bring our client's AV systems onto the network, so it can be easily monitored, and send updates to facilities managers including mobile devices. When AV communications and other building systems are networked to a central control room, failures can be instantly identified, proactively addressed, and usually remedied remotely. Automation and managed control systems also reduce the maintenance costs associated with the equipment they control.

#### **Notable Qualifications**

- Member of the U.S. Green Building Council
- Over 50 AVI-SPL employees have AMX certifications
- Over 100 AVI-SPL employees have Crestron certifications
- Five LEED Green Associates
- Two LEED AP

#### **Video Displays**

We apply our expertise in large-format video display technology in all environments: meeting rooms, classrooms, airports, retail stores, restaurants, sporting arenas, cinemas, house of worship, hospitals, and more. We partner with the leaders in display and projection technology, and control systems to build solutions that let you effectively share superbly rendered video content for large audiences.

#### **Notable Qualifications**

- Our portfolio includes installations in highly specialized environments

#### **Audio Systems**

We empower arenas, performance centers, hospitals, and businesses to distribute networked to specific zones or everywhere at once. Our technicians are skilled at creating an architecture that ensures that the failure of one zone does not affect the entire system.

#### **Notable Qualifications**

- Led the world's largest integration of Biamp AudiaFlex at the Pennsylvania Convention Center
- Over 200 AVI-SPL employees have Biamp training and certifications

#### **Broadcast Studios**

AVI-SPL designs and builds facilities that accommodate digital and analog sources, along with the ability to cross-connect and repurpose rooms as part of the studio. We provide support solutions with onsite field technicians to ensure our client's broadcasts run smoothly. We can also provide multiple discrete feeds to service production trucks.

## **Product Sales**

#### **Audio Video Product Sales**

AVI-SPL offers products from hundreds of world-renowned manufacturers. At AVI-SPL, we are the leading authorized audio and video product provider, one that keeps track of emerging technology and products. Our service technicians are factory-trained and certified to ensure the prompt repair of all the products we sell, as well as provide repair for products sold to our clients by other companies.

## Professional Services

AVI-SPL's Professional Services team works in tandem with our customers to define their communication goals and create solutions to meet those goals. Our engineers and designers stay up to date on the newest communications technologies and understand how that technology is helping organizations.

### **Enterprise Assessments**

Customers looking to integrate new technology into their operations want to plan for long-term viability. Our assessments provide a written report that includes areas of concern and recommendations. They also include next-step planning and engineering support to help find a sustainable solution.

### **Emerging Technologies**

AVI-SPL's team supports our customer's communication efforts with the latest in audiovisual systems, video conferencing and unified communications, networking, digital signage, and content management. Our technical staff is continually trained by our manufacturer partners in the leading-edge technologies coming to market.

## Design, Build, and Integration Services

AVI-SPL provides a comprehensive audio visual solutions for most of the world's largest companies and architectural firms, including AT&T; Digital Equipment Corporation; Lucent Technologies; Oracle Corporation; MCI WorldCom; NASA; and Obata & Kassabaum, Inc. (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 our customer's in-house teams to build systems. Once the new technology is installed, we provide our customers with comprehensive training and reference materials.

### Pro-AV Design/Build and Installation

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.

We succeed at taking on large-scale and complex projects because we are comprised of a core group of industry veterans:

- InfoComm International Certified account managers, engineers and technicians
- Industry Certified and Trained Technicians
- Manufacturer Authorized Service Center

### Managed Implementation

AVI-SPL assigns a Project Manager and Project Engineer to each project. These highly 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

### Technology Training

AVI-SPL offers custom and formal training opportunities for our customers to effectively operate, administer, and maintain video communication technologies. Such guidance includes AVI-SPL and manufacturer-supplied training courses and can be provided at the client's location.

## Service Solutions

Our customers enjoy technology that works, is easy to connect, and provides users the ability to collaborate with anyone from anywhere. Our Service Solutions address those needs. From our Managed Services to our Customer Care Support Services to our Onsite Managed Services, we have the resources needed to ensure the technology is working the way our clients expect. We have 80+ certified remote support resources, available 24/7/365, to proactively monitor and manage your solutions so that issues can be resolved before they affect your users. Our remote and Onsite Managed Services are also available to support all aspects of our client's meetings including scheduling, launching, moderating, recording, and tearing down. If an issue arises that needs manufacturer involvement, we provide single point-of-contact to foster resolutions. We also give you access to our traditional "break/fix" support, which provides our customers investment protection and maximum uptime.

## Managed Services

Our Managed Services division assures our customer's assets work before, during and after to assure communication is down as little as possible. If a video call goes down, our team will immediately troubleshoot the issue and allow our customers to focus on their business needs, not system management.

Our Managed Services are categorized into three main categories:

- AV and video network monitoring, scheduling, and production – remote or onsite service ensuring device uptime and availability, and concierge video conferencing services
- Network access services – include gateway services, hosted infrastructure as a service (IaaS)
- Virtual Meeting Room service – a self-service, cloud or premise-based video conferencing subscription service

From our three VNOC locations in the U.S. (2) and the U.K. (1) we utilize our exclusive Symphony Platform to monitor and manage our customer's AV and video communication systems and provide scheduling and production of video conference calls.

## Onsite Managed Services

Through recruitment, training development and staffing, AVI-SPL provides qualified onsite support. Our Onsite Managed Services include, but are not limited to, AV support/concierge services, break/fix services, bridging/scheduling services, and customer internal help desk. We also provide video production, digital media, web design, project management, and program management.

## Customer Care Support Services

AVI-SPL's Customer Care team of 80+ trained and certified professionals is available 24/7/365 and provides technical support, parts replacement and upgrades and maintenance. With multiple levels of support and added exclusive services available, we can tailor our services to meet our customer's unique needs.

- **Unlimited technical phone support** provides the technical assistance you need during extended business hours
- **Priority help desk** fast-tracks your calls to provide a quick and effective response
- **Advanced parts replacement** ships replacement parts the next business day from the manufacturer once defective product has been identified
- **Parts repair** fixes or replaces defective equipment. Repairs can be done at the customer site or at AVI-SPL
- **Software updates and upgrades** help ensure all your equipment is kept up to date with the latest features
- **Escalation support** provides management of escalating issues with manufacturers to resolve open items
- **Onsite service/support** sends our certified technical personnel to your site when an issue cannot be addressed remotely
- **Annual or quarterly business reviews** assesses your open cases and needs from the previous period and discusses future plans of expansion or changes
- **Online service portal** keeps you up to date with easy access to information on open trouble tickets, including their status

## Program Upgrades

This optional package is part of our Preferred and Onsite programs. For customers who require additional support, including live help assistance on weekends and holidays, this selection provides exceptional value. We provide a full line of services that may be purchased individually or as part of a bundle of services. Below is the list of potential additional services:

### Exclusive Coverage Option

- Unlimited Technical Phone Support
- Dedicated CSR and CSE Team
- Version Control
- Add/Move/Change Management
- Account Reporting and Trend Analysis
- Quarterly Account Reviews
- 2 hours Remote Admin Training
  
- **Version control** manages and maintains your software to ensure consistent functionality and performance. This is a scheduled and coordinated service to ensure equipment access will not disrupt use by end users.
- **Add/move/change management** accommodates the addition, relocation or other changes made to a client's devices and infrastructure.
- **Account reporting and trend analysis** provides reporting of trouble tickets, call statistics, RMA history and more.

- **Quarterly account reviews** with a client's CSR/CSE team provides an open dialog to discuss needs and any open issues.

### **First-Call Consolidation**

Inefficiency leads to lost revenue. Instead of trying to connect with various technical support groups, just call the AVI-SPL help desk and we coordinate with the manufacturer.

#### **First Call Consolidation**

- Unlimited Technical Phone Support
- Single Number for All Support
- Mfg. Support Logistics
- International Location Support
- Legacy Support Contract Logistics

### **Preventative Maintenance**

Through scheduled visits, AVI-SPL's qualified technicians monitor the operational health of our client's equipment and immediate solutions. Efforts include cleaning or replace filters, screens and/or replace bulbs and making adjustments as required.

#### **Preventative Maintenance**

- Scheduled Maintenance Visits
- Dedicated CSR and CSE Team
- Test System Functionality
- Clean/Replace Filters and Screens
- Replace Bulbs (if applicable)
- Adjust Alignments
- Check Logs (if applicable)

## Virtual Meeting Room Services

AVI-SPL's **Virtual Meeting Room Collaboration Services** consolidate real-time conferencing tools – voice, video, and web - into a **single solution**, allowing users to connect anytime, anywhere with any device. AVI-SPL provides a suite of **vendor-agnostic VMR solutions** designed to fit each customer's unique consumption and architectural desires. Customers can select the technology partner, deployment model and payment options that best fit their needs.

### The Value of VMR

- Single solution for video-web-audio collaboration
- Connect any standards-based and software-based clients and devices into one call
- No reservation needed – easy as making a phone call
- A personal conference room without walls – available 24/7/265
- Service-class quality and security
- Flexible usage and pricing consumption models

By partnering with the market's leading manufacturers, AVI-SPL delivers the features, deployment options and pricing models that best fit the operational, IT, and financial needs of the customer. Our vendor agnostic offering allows customers to choose the best solution on the market:

- **Unify ME**, powered by Pexip

### VMR Deployment Models

Select from one of four deployment models:

- **As-a-Service Cloud Model:** a multi-tenant conferencing environment hosted, managed, and supported directly by AVI-SPL. Customers buy access to these resources, designed to be used in a conferencing-as-a-service model. All resources - hardware, storage, and network - are owned by AVI-SPL and shared amongst multiple customers. The As-a-Service Cloud option is a true OPEX model allowing the customer to buy access to video on a subscription basis.
- **Hosted Private Cloud Model:** a private, single-tenant environment where the hardware, storage, and network are dedicated to a single client or company. The customer purchases and owns the hardware; AVI-SPL stores the hardware in an AVI-SPL data center.
- **Customer On-Premises Model:** private deployment where the customer owns the hardware, storage, and network; the customer handles all storage independently. AVI-SPL Professional Services can install and activate the hardware on the customer's premise.
- **Hybrid Model:** A hybrid software deployment spans the gap between on-premises and cloud. Allows customer to add cloud computing resources to their environment without abandoning their existing on-premises hardware investments. Customers can utilize both their own data center and a cloud service simultaneously while delivering a seamless user experience. Provides best-of-both-worlds functionality for the user.



## Training Services

Technology competency is key to the success of new solutions. Training promotes utilization of video collaboration solutions, which in turn leads to ROI. That is why we take an active role in making sure our customer's IT team and end users receive the training needed to understand and access the full benefit of their collaborative technologies purchase.

### Professional Development for Teachers

Hundreds of thousands of dollars are spent on technology, such as computers, projectors, interactive whiteboards, campus managements systems, software, and student response systems. But their value is greatly diminished without professional development that empowers teachers to use those solutions.

- **Teacher effectiveness** is the number one factor influencing student achievement.
- **Teachers who are confident** using technology increase student success
- An **Education Consultant (EC)** is available to assist schools to respond to the growing demand for ongoing support and professional development opportunities for Instructional Technology.

## Integration Process

AVI-SPL is dedicated to providing our customers 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

Next, AVI-SPL appoints a Project Engineer, who will assist the AVI-SPL Account Manager and follow a 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 a client's 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 uniquely meet each client's application.

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validation of 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
- Creation of Fabrication Documentation including wire numbers
- Verification of Wire Types
- Speaker Cluster Rigging Design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware items
- Provide other submittals as required

At the conclusion of Phase II, the project’s design is finalized, all areas of system performance have been optimized, and the hardware parts lists, as well as the engineering drawings, are given final approval. The onsite 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: Onsite Installation**

The onsite installation effort is coordinated by project manager and lead installer. The lead installer will be onsite 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 onsite 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 onsite 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 buildings pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of "hands on" training to the onsite operational personnel.

Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide onsite 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 VNOC Design & Implementation Methodology (processes)**

The AVI-SPL design and implementation methodology for Managed Services is broken into four phases:

#### **Phase 1: Requirements, Assessment & Design**

- Determine method and design for VNOC 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 VNOC and client IT network and systems integration tasks
- Perform room certification and acceptance testing
- Complete all necessary database updates
- Assist with creation and distribution of communication campaign to client users and administrators
- Propose Go Live cut-over plan

#### Phase 4: Ongoing Support

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

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

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

### **Process Control & Documentation**

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

## Exclusive Programs

### Enterprise Accounts

AVI-SPL's Enterprise Accounts Program provides our multinational clients with customized AV and video communication solutions.

AVI-SPL is dedicated to our client's success. AVI-SPL Enterprise Account clients each have a team solely dedicated to their account with one point for client contact: An Enterprise Accounts Manager.

Working from our comprehensive support process, the Enterprise Account Manager leads a team that includes a Project Engineer and Project Manager -- this will ensure that our technical staff understands our client's AV and networking environment. With the Enterprise Account Manager as a key resource, clients have access to this team 24/7/365 and may also check the status of their multiple projects through the online password-protected ViewPoint Extranet. Through the services of the ViewPoint Extranet, our client's complete portfolio is constantly being updated and includes drawings, proposals and project status.

### Minority Business Enterprise (MBE) Outreach

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

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

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

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

In support of these partners, we offer:

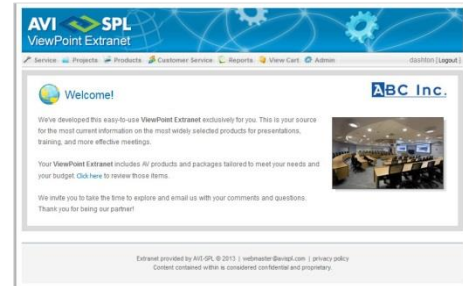
- A lenient bonding position for MBE firms
- Assistance in payment terms
- Assistance in the accounts payable and purchasing areas

## ViewPoint Extranet

The AVI-SPL ViewPoint Extranet is a custom-branded secure purchasing portal. Our team will customize a client's password-protected Extranet based on their specific business needs.

The ViewPoint Extranet includes:

- Project management and project tracking tools to:
  - View and update project milestone dates
  - Track orders and change orders
  - Create document libraries
- 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 punch-out and hosted catalogs to centralize our client's purchasing and invoicing. Our custom catalogs integrate with major e-procurement portals, including Ariba, SciQuest, Perfect Commerce, SAP and more.

## Sustainability Initiatives

AVI-SPL is proud to be an active member of the U.S. Green Building Council (USGBC). 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 has taken steps within our own company to go green. AVI-SPL started by piloting formal sustainability plans in key offices and then rolling 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. We also promote the various sustainability initiatives that our manufacturers offer.

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.



It is becoming 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.

## Quality Assurance Commitment

AVI-SPL is committed to ensuring our customers are consistently satisfied 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 the project.

To ensure our client's projects meet our high-quality standards, we 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, VNOC 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.