# **TIPS VENDOR AGREEMENT**

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Audio-Video Corporation

and

(Company Name)

# THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

# RFP 180306 Technology Solutions Products and Services (2)

## 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 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. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract 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 to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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### **Audio-Video Corporation**

FED ID #14-1426006 213 Broadway Albany, NY 12204 USA Original

**SALES QUOTATION** 

Document Number

Occument Date

Page

6109

04/19/18

2/4

Currency: \$

# **EQUIPMENT WARRANTY:**

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

# NOTE:

Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

# **ASBESTOS STATEMENT:**

Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

# NOTE:

This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.

# **Terms and Conditions**

# Freight

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. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

# **Warranty Conditions**

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

# **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 the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

# 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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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# **Assignments of Agreements**

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

# 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.
- 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 Members in the TIPS program.
- 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 a two (2) year term with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.

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.

# **Shipments**

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 requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, 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 and the TIPS Member.

# **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

# **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to 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**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. 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 record 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 or call (866) 839-8477 if you have questions about paying fees.

# Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable 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. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

# **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

# 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

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. 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 or services already on Agreement at any time.

# Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

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# **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 "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 monthly).

# Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

# 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 any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

# Site Requirements (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.

# Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within 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.

# Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract 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 or contract 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.

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### **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 Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

# **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

### **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.

# **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 permitted for the TIPS Member to provide a general Page 8 of 12

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

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required 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 Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor 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 Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document 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.

# 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.

### Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same 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.

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# SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

# NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

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.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg,TX,75686.
And by an email sent to bids@tips-usa.com

# **Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on- site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

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When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

# **Special Terms and Conditions**

It is the intent of TIPS to award to reliable, high performance vendors 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.

- Agreements: All vendor Purchase Orders and/or Agreements/Contracts must be
  emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to
  vendor, it is the vendor's responsibility to forward the order to TIPS at the email above
  within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Agreement</u>: 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 violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- <u>Daily Order Confirmation</u>: 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 24 business hours.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, then
  updated pricing must be posted by 1<sup>st</sup> of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 180306 Technology Solutions Products and Services (2)

Company Name Audio-Video Corpor	ation		
Address 213 Broadway			
<sub>City</sub> Albany	State_ <b>NY</b> _Zip	12204	
Phone 518-449-7213 Fax	518-449-1205	j	
Email of Authorized Representative vanroy@	audiovideocor	p.com	
Name of Authorized Representative Scott Val			
Title Director of Business Devel			
Signature of Authorized Representative Signature			
Date4/16/2018			
TIPS Authorized Representative Name Meredith	Barton		
Title Vice-President of Operations			
TIPS Authorized Representative Signature	edit Barton		
Approved by ESC Region 8 Javid Wayne Fit			
Date 5/25/18			

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	n	Contact Information		Ship to Information
Bid Creator  Email Phone Fax  Bid Number Title  Bid Type Issue Date Close Date	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689 x  180306 Technology Solutions Products and Services (2) RFP 3/1/2018 08:05 AM (CT) 4/30/2018 03:00:00 PM (CT)	Address  Contact  Department Building  Floor/Room Telephone Fax Email		Address  Contact  Department Building  Floor/Room Telephone Fax Email
Supplier Inform	nation			
Company Address	Audio-Video Corporation 213 Broadway			
Contact Department Building Floor/Room Telephone Fax	Albany, NY 12204 Scott VanRoy (518) 449-7213			
Email Submitted Total	vanroy@audiovideocorp.com 4/30/2018 11:10:38 AM (CT) \$0.00			
By submitting	your response, you certify that yo	u are authori	zed to represent and bind	your company.
Signature Sco	ott VanRoy		Email vanro	/@audiovideocorp.com
Supplier Notes	3			
Bid Notes				
	emental RFP and if you were awa you SHOULD NOT propose on			not wish to modify your contract with a mination date.
Bid Activities				
Bid Messages				

#	ease review the following and respond whe Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental	No
		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.	
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 https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp 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?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	New York State and New England
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.)	Audio-Video Corporation is a commercial audio visual and unified communications solution provider. Our clients include educational institutions, healthcare facilities, state and federal government, Fortune 500 corporations and broadcast facilities. With more than 70 years of experience, AVC has established relationships with many of the premier educational, broadcast and corporate organizations throughout the United States.
6	Primary Contact Name	Primary Contact Name	Scott VanRoy
7	Primary Contact Title	Primary Contact Title	Director of Business Development
8	Primary Contact Email	Primary Contact Email	vanroy@audiovideocorp.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	518-449-7213
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	518-449-1205
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Tom Leonard
13	Secondary Contact Title	Secondary Contact Title	Sales Support Specialist
14	Secondary Contact Email	Secondary Contact Email	leonard@audiovideocorp.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	518-449-7213
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	518-449-1205
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Bryan Hamill
19	Admin Fee Contact Email	Admin Fee Contact Email	Hamill@audiovideocorp.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	518-449-1205
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sean McKenna
22	Purchase Order Contact Email	Purchase Order Contact Email	mckenna@audiovideocorp.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	518-449-7213
24	Company Website	Company Website (Format - www.company.com)	www.audiovideocorp.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
26	Primary Address	Primary Address	213 Broadway
27	Primary Address City	Primary Address City	Albany
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NY
28 29	Primary Address State Primary Address Zip	Primary Address State (2 Digit Abbreviation) Primary Address Zip	NY 12204
	·		
29	Primary Address Zip	Primary Address Zip  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:	audio, video, audio visual, projectors, monitors, switchers, mixers, av, television, radio, audio video, digital signage, broadcast, way finding, intercom, control room,
29 30	Primary Address Zip Search Words:	Primary Address Zip  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.)  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	audio, video, audio visual, projectors, monitors, switchers, mixers, av, television, radio, audio video, digital signage, broadcast, way finding, intercom, control room, display, video wall, speakers
29 30 31	Primary Address Zip Search Words:  Yes - No	Primary Address Zip  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.)  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?  Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority	audio, video, audio visual, projectors, monitors, switchers, mixers, av, television, radio, audio video, digital signage, broadcast, way finding, intercom, control room, display, video wall, speakers  Yes
29 30 31	Primary Address Zip Search Words:  Yes - No	Primary Address Zip  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.)  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?  Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	audio, video, audio visual, projectors, monitors, switchers, mixers, av, television, radio, audio video, digital signage, broadcast, way finding, intercom, control room, display, video wall, speakers  Yes

Company Residence (City) Vendor's principal place of business is in the city of? Albany Company Residence (State) Vendor's principal place of business is in the state of? NY 34 Felony Conviction Notice: (Required by the State of Texas) My firm is, as outlined on (No Response Required) 35 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." 36 Yes - No A publicly held corporation; therefore, this reporting No requirement is not applicable? Yes - No Is owned or operated by individual(s) who has/have been No convicted of a felony? If your firm is owned or operated by the following Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the individual(s) who has/have been convicted of a conviction determines the eligibility. Providing false or felony: misleading information about the conviction is illegal. Pricing Information: Pricing information section. (Questions 39 - 43) (No Response Required) 39 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%. TIPS administration fee By submitting a proposal, I agree that all pricing submitted (No Response Required) 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. Yes - No Vendor agrees to remit to TIPS the required administration Yes 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.

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?	60
45	Years Experience	Company years experience in this category?	72
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.	No
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:  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	(No Response Required)

will not be considered.

to agree will render your proposal non-responsive and it

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.

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

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.

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.

Instructions for Certification:

- 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

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and Yes 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.

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, audiotape, 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.

(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

Yes

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

2 CFR PART 200 Contracts

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

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. 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.

Contracts for more than the simplified acquisition threshold Yes 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.

Does vendor agree?

2 CFR PART 200 Termination

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

Pursuant to 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. Does vendor agree?

(No Response Required)

Voo

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?

63 2 CFR PART 200 Byrd Anti-Lobbying Amendment

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?

2 CFR PART 200 Federal Rule

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?

Yes

Yes

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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Indemnification

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."

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?

Yes

67 Remedies

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.

Do you agree to these terms?

68 Remedies Explanation of No Answer

69 Choice of Law

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.

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?

70 Jurisdiction and Service of Process

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.

Yes

Yes

Yes, I Agree

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.

Do you agree to these terms?

Do you agree to these terms?

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. Do you agree to these terms?

Yes, I Agree

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.

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.

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

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

(No Response Required)

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.

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:

(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.

I certify that:

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.

OR

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:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (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.
- (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.
- (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.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Does the vendor agree with the General Conditions Standard Terms and Yes

None

Solicitation Deviation/Compliance

Conditions or Item Specifications listed in this proposal invitation?

Solicitation Exceptions/Deviations Explanation

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.

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.

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.

Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form 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.

Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions (No Response Required) 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.

_ine Items		
	Response Total:	\$0.00

REFERENCES
------------

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. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Burnt Hills Central School District	Patrick Mcgrath Jr. PHD	pmcgrath@bhbl.org	(518) 399-9141
Lansingburgh Central School District	Lucas P. Larkin	llarkin@lansingburgh.org	(518) 233-6850
NERIC K-12	Mike Sylofski	michael.sylofski@neric.org	(518) 862-5499

# **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.

certify and disclose accordingly.	
Audio-Video Corporation	
Name of Organization	

213 Broadway, Albany NY, 12204

Address, City, State and Zip of Organization

Scott VanRoy- Director Business Development

Name & Title of Submitting Official

Date

4/16/2018

Signature

# FELONY CONVICTION NOTICE

# FOR RESPONSE TO TIPS SOLICITATION

OR

Details of Conviction(s): \_\_\_\_ You may attach anther sheet

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 <u>or</u> B <u>or</u> C.

Official: Scott VanRoy
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:

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

Signature of Authorized Company Official:

Name of Felon(s):

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

# 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-Video Corporatio	
(Name of Corporation)	
I, Martha R. Meader	_ certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)	
named as OFFERER herein above; that	
Scott VanRoy	
(Name of person who completed proposal document	)
who signed the foregoing proposal on behalf of the cacting as	orporation offerer is the authorized person that is
Director Business Development	
(Title/Position of person signing proposal/offer docu	ment within the corporation)
of the said Corporation; that said proposal/offer was authority of its governing body, and is within the sco	
CORPORATE SEAL if available	
SIGNATURE 04/23/2018	
04/23/2010	

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?  (Check one)  YES or NO
2. If yes to #1, do you agree to comply with the following federal requirements?  (Check 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.
<ul> <li>(b) Affirmative steps must include:</li> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(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;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business</li> <li>Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs</li> <li>(1) through (5) of this section.</li> </ul>
Company Name Audio-Video Corporation
Print name of authorized representative Scott VanRoy
Signature of authorized representative St (a)
Deta 4/16/2018

#### **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, Scott VanRoy as an authorized representative of Audio-Video Corporation , 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 abovenamed 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/foreignterrorist.pdf I swear and affirm that the above is true and correct. 4//20/20/8 Date Signature of Named Authorized Company Representative

## 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 claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to

If you claim that parts of your proposal are confidential, complete the top section below.

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 and Title of authorized company officer claiming confidential status of material Phone State ZIP City Address ATTACHED ARE COPIES OF PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL Signature\_\_\_\_ Date OR\_\_\_\_\_ If you do not claim any of your proposal to be confidential, complete the section below only. 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. Martha R. Meader Secretary/Treasurer/C.O.O Printed Name authorized company officer Title of authorized company officer 518-449-7213 213 Broadway Albany Albany NY 12204 ZIP Address City State Phone Signature Date 4-23-2018



## Your Communication Solutions Partner

CORPORATE HEADQUARTERS: 213 BROADWAY - ALBANY, NEW YORK 12204 - 518/449-7213 FAX 518/449-1205 BUFFALO OFFICE: 1236 MAIN STREET, SUITE 1 - BUFFALO, NEW YORK 14209 - 716/427-2550 FAX 315/463-2999 ROCHESTER OFFICE: 3900 BUFFALO ROAD - ROCHESTER, NEW YORK 14624 - 585/617-4633 FAX 585/617-5379 SYRACUSE OFFICE: 6365 COLLAMER DRIVE - EAST SYRACUSE, NEW YORK 13057 - 315/463-1946 FAX 315/463-2999 VERMONT OFFICE: 145 PINE HAVEN SHORES RD., SUITE 1053 - SHELBURNE, VT. 05482 - 802/316-6375 FAX 518/449-1205

#### **Equipment Warranty:**

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Full Service Facility. Extended (multi-year) Customer Care Service agreements available.



#### AUDIO-VIDEO CORPORATION

#### Your Communication Solutions Partner

**SINCE 1946** 

Customer Care*	Year 1	Year 2
Unlimited telephone technical support to diagnose, troubleshoot and repair any system related abnormality	√	1
Same day telephone response time, guaranteed Monday through Friday 8:00AM to 5:00PM	1	√
AVC service center will open a job ticket and track all service issues until resolved	√	√
All standard shipping and freight charges included at no extra cost	1	√
Software updates and upgrades, as released by the manufacturer to resolve system failures. Some manufacturers may require yearly software subscriptions at additional cost	1	√
Minor programming changes to improve system functionality by client request	√	1
A trained and certified technician will provide on-site technical support and labor to repair and/or replace faulty equipment	<b>V</b>	1
Labor and travel expense to replace projector lamps (customer is responsible for the cost of the lamp)	1	1
Provide escalation management support and oversight to resolve critical issues with manufacturers	1	1
Annual business review to assess open cases, updates, future technology upgrades and on-going service management	1	1
One day system preventative maintenance visit (Customer is responsible to schedule visit at their convenience)		1
System Failure caused by Acts of God, negligence or sabotage are not covered under this Customer Care Agreement		

\*Customer Care can be further tailored for additional support based on client requirements

 $518.449.7213 \mid www.audiovideocorp.com \mid service@audiovideocorp.com$ 

## audio video

AUDIO-VIDEO CORPORATION

# LEADER IN AUDIO & VIDEO COMMUNICATIONS SINCE 1946



#### WHO WE ARE

Communications Solution Provider. Our clients include Educational Institutions, Healthcare Facilities, Broadcast Facilities, Fortune 500 Corporations and the State and Federal Government. In over seventy years of doing business, AVC support our four major cornerstones: vision alignment, best practices, creativity

#### WHAT CAN WE DO FOR YOU?

A team of professionals dedicated to providing unique and collaborative audiovisual solutions. We carefully listen to each client's needs and help identify a technology solution that embraces their communication goals. We will ensure that we achieve vision alignment, successful design and implementation, technology adoption, training, and lifetime support for each and every project. Since 1946 we have been supporting our clients using this holistic approach, please contact us to assist you in achieving



#### **SALES**

**CONSULTATION & DESIGN** 

SERVICE & SUPPORT

SYSTEMS INTEGRATION

#### HISTORY

Albany, NY. In 1954 the company changed its name to Audio-Video Corporation to better identify our services. Our Headquarters facility is located on Broadway in Albany with a full-service branch office in Syracuse, NY. We currently have three satellite and Burlington, VT.



#### ALBANY OFFICE (HQ) 213 Broadway Albany, NY 12204

PHONE: (518) 449-7213 FAX: (518) 449-1205

#### **BUFFALO OFFICE**

1236 Main Street Suite 1 Buffalo, NY 14209 PHONE: (716) 427-2550 FAX: (315) 463-2999

#### **ROCHESTER OFFICE**

3900 Buffalo Road Rochester, NY 14624 PHONE: (585) 617-4633 FAX: (315) 463-2999

#### SYRACUSE OFFICE

6365 Collamer Drive East Syracuse, NY 13057 PHONE: (315) 463-1946 FAX: (315) 463-2999

#### VERMONT OFFICE

145 Pine Haven Shores Road Suite 1053 Shelburne, VT 05482 PHONE: (802) 316-6375 FAX: (518) 449-1205

## audio video

#### AUDIO-VIDEO CORPORATION

## **CLIENT PROJECTS**

**SUNY Buffalo** 

US Air Force

Buffalo, NY

West Point, NY

Consulting & Design | Building Wide AV Matrix | Digital Signage

Interactive Classrooms | Video Conferencing | Consultation

Conference Room | Multimedia TrainingRooms

Training Rooms | Board Rooms | Videoconferencing Systems

Large Venue Display System

Conference Rooms | Multimedia Presentation Rooms

Interactive Classrooms | Campus Wide Digital Signage

Human Resource Training Room

Conference Rooms | Videoconferencing Systems

Distance Learning Classrooms | Large Presentation Rooms

Multimedia Classroom Upgrades

SMART Classrooms | Distance Learning Rooms

Distance Learning Classrooms

Multi-Media Classrooms | Auditorium A/V

Digital Signage | Arts Laboratory Multimedia

**Digital Signage** 

Auditorium Upgrade

Presentation Rooms | Mobile Videoconferencing Systems

Videoconferencing Facility Video Conferencing Training Facilities

Multimedia Classrooms

Secure Videoconferencing Rooms

TV Master Control Room Upgrade

**Executive Conference Room** 

ALBANY OFFICE (HQ)

213 Broadway Albany, NY 12204 PHONE: (518) 449-7213 FAX: (518) 449-1205

**BUFFALO OFFICE** PHONE: (716) 427-2550 FAX: (315) 463-2999 **ROCHESTER OFFICE** 

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VERMONT OFFICE

145 Pine Haven Shores Road Suite 1053 Shelburne, VT 05482 PHONE: (802) 316-6375 FAX: (518) 449-1205

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## STATEMENT OF QUALIFICATIONS

## audio video

AUDIO-VIDEO CORPORATION

#### **CORPORATE HEADQUARTERS**

213 Broadway, Albany, NY 12204

PHONE: (518) 449-7213 FAX: (518) 449-1205

ALBANY OFFICE (HQ) 213 Broadway Albany, NY 12204

PHONE: (518) 449-7213 FAX: (518) 449-1205 BUFFALO OFFICE 1236 Main Street Suite 1 Buffalo, NY 14209

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**SECTION I: QUALIFICATIONS OF FIRM** 

#### CORPORATE OVERVIEW

Audio-Video Corporation (AVC) is a professional communication technology firm established in 1946. For more than seventy years, our focus has been on guiding and supporting our clients through the explosive growth and development of the telecommunication industry. We believe in partnering with our clients and growing together to foster long-lasting and mutually beneficial relationships based upon integrity, knowledge and trust.

Audio-Video Corporation has demonstrated expertise in strategic technology planning and audio visual integration across multiple communication platforms. Today's complex IT centric environment has required that AVC provide knowledge that merges Information Technology/Telecom, Multimedia/Audiovisual, Broadcast, and Acoustic elements into one cohesive package. Our team collectively has hundreds of years of experience within this complex realm. We have brought together some of the best talent in the industry to provide solutions that will enhance our customer's communication experience.

AVC is a "C" Corporation that operates under the statutes of New York State. Audio-Video Corporation was originally established as The Albany Television Headquarters in 1946 by WWII veteran Milton A. Klarsfeld. In 1954 the company changed its name to Audio-Video Corporation to better represent the migration and growth of the industry. AVC's D & B number is 002606994.

Audio-Video Corporation's Headquarters are located in Albany, NY with additional offices in Syracuse, Rochester, Buffalo and Burlington, VT. AVC currently employs 65 full-time personnel on an annual basis, with average annual revenues of \$25,000,000+. Our full financial references are available upon request.

#### **OUR AREAS OF EXPERTISE INCLUDE:**

- → Audio Visual Design and Consultation
- → Audio Visual Integration
- → Broadcast Engineering Design and Integration
- → Video Conferencing and Unified Communications Design and Integration
- → Architectural Audio-Visual Infrastructure Design and Consultation

With over seventy years of doing business, AVC has established relationships with many of the premier academic, state, and privately held facilities throughout the U.S. with a concentration in New York and New England. The services provided to these organizations run the gamut of what we do as a corporation; from broadcast facility and av network infrastructure design, classroom/educational technology, streaming media, video security, acoustical planning, network operation centers, video conferencing, large venue/auditoriums, and on-site service support and technical staffing.

We feel that we are uniquely qualified to serve any entity within the New York and New England region. We look forward to the opportunity in assisting you with all your audio visual collaboration needs.

#### KEY PERSONNEL

At Audio-Video Corporation, we take great pride in the fact that we have a staff of industry veterans, many who have been employed at AVC for more than ten years. The majority of our sales, engineering and technical support staff are InfoComm Certified Technology Specialists (CTS). Many of our staff hold manufacturer specific designations including Crestron programming; Cisco Authorized Technicians, Certified Trainers, Cisco Select Certification; Extron Certification and Polycom Certification.

#### TED KLARSFELD, PRESIDENT & CEO 1986 - PRESENT

CLARKSON UNIVERSITY - B.S. INDUSTRIAL MANAGEMENT AND MARKETING - 1976

Ted joined AVC in 1976. Prior job positions included Sales Engineer, Marketing Manager, General Sales Manager and Vice President. Present responsibilities include setting the short and long-term goals and objectives for the company. Ted has successfully guided AVC for more than 30 years as the second-generation owner of the company. Ted is based out of the Albany, NY office.

#### MARTHA MEADER, COO, SECRETARY & TREASURER 1986 - PRESENT

SUNY ENVIRONMENTAL SCIENCE & FORESTRY - B.S. 1977 SPENCER BUSINESS INSTITUTE - 1979

Martha joined AVC in 1979. Prior job positions included Purchasing Manager, Director of Administrator Services and Comptroller. Present management responsibilities include overseeing the company's day to day administrative, accounting, credit, purchasing and customer service functions, and main liaison with the company's outside lending institutions. Martha is based out of the Albany, NY office.

#### DAVE CIZENSKI, VICE PRESIDENT, COMMERCIAL SALES GROUP 1989 - PRESENT

SUNY FREDONIA - B.S. COMMUNICATIONS/BROADCASTING - 1982

Dave joined AVC in 1989 as a Sales Manager. He has previously held positions as an announcer and Broadcast Engineer at both radio and television stations in the Syracuse NY, area. In 2007, Dave was promoted to Vice President of Sales. His present responsibilities include overseeing the company's Syracuse office, training Sales personnel, and working with educational institutions, broadcast facilities and corporations in Western NY to fulfill their communication technology needs. Dave is based out of Syracuse, NY.

#### MIKE CIZENSKI, VICE PRESIDENT, COMMERCIAL SALES GROUP 1992 - PRESENT

SUNY OSWEGO - B.A. MASS COMMUNICATIONS - 1984

Mike started his career with AVC on April 20, 1992 as a District Sales Manager. In 2008 Mike was promoted to Vice President Commercial Sales Group. Previously, Mike was employed by Syracuse Newchannels in the Engineering department. Mike possesses extensive technical knowledge in the areas of audio-visual products and services and specializes in providing customized solutions to client's integrated audio visual needs. His portfolio includes: educational institutions, broadcast facilities, and corporations throughout Western New York State. Mike is responsible for commercial sales generated from within the Syracuse NY office.

#### VINCE PARRELLA, CTS - VICE PRESIDENT, COMMERCIAL SALES GROUP 1985 - PRESENT

Vince joined AVC as District Manager in 1985. Educated in NYC, Vince is extremely knowledgeable with all matters related to av. Vince's present responsibilities include commercial sales for corporate (Fortune 500), NYS and federal government entities. Vince is based out of the Albany, NY office.

#### SCOTT PHILLIPS, CTS - SUPERVISING ENGINEER/DESIGN CONSULTANT 1992 - PRESENT

Scott joined AVC in 1992 as a Staff Engineer. Present responsibilities include overall management of staff engineers at AVC. Scott is also directly involved with many of our technically complex installations. Scott ensures quality control, appropriate scheduling, and works with the account management team to provide the best solution for our customers. Scott is based out of the Albany, NY office.

#### SCOTT VANROY, DIRECTOR OF BUSINESS DEVELOPMENT 1998 - PRESENT

SUNY PLATTSBURGH - B.A. MASS COMMUNICATIONS - 1986

Scott joined AVC in 1996. Scott was previously employed at the New York Senate and Hudson Valley Community College. Present job responsibilities include establishing and managing new and existing clientele, marketing, business partnerships with vendors, cultivating MWBE relationships and key account management. Scott also oversees all Federal, NYS and cooperative purchasing contracts. Scott assists the Sales team in helping provide and ensure that all customer expectations are met and/or exceeded. Scott is based out of the Albany, NY office.

#### ADDITIONAL INFORMATION

Audio-Video Corporation (AVC) has matured with the life cycle of the Audio Visual/Multi-Media and Telecommunication Industry. Established in 1946 with a business model based on exemplary customer service, AVC began to grow its operations beyond what was then known as Albany Television Headquarters – a TV repair shop.

Today with five offices and more than sixty-five employees, Audio-Video Corporation is uniquely qualified to assist clients with Strategic Audio Visual Technology Planning. With significant experience working with Fortune 500 corporations and Ivy League academic institutions, Audio-Video Corporation will bring valuable insight and experience to every unified communication project.

Our team has decades of experience working collaboratively with architects, engineers, corporate and educational teams to design and integrate state of the art audio-visual technology infrastructure.

We inherently understand the difficulties that are involved with the construction of new and renovated audiovisual facilities and are sensitive to the external pressures that exist. We will work alongside our clients and the architectural-engineering teams to ensure that the appropriate technology and space design is developed to provide effective audio and visual communication.

We are excited about what the future holds within our industry. We welcome the challenge of incorporating new technology within our current infrastructure designs. More importantly, we take great pride in continuing to help our customer's, and friends, to be more effective communicating internally and across the globe.

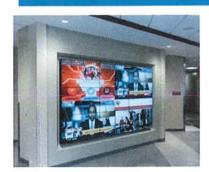
Thank you for the opportunity.

TED KLARSFELD | PRESIDENT/CEO

Teel Klenful

AUDIO-VIDEO GORPORATION

#### ST. JOHN FISHER COLLEGE: ATHLETIC CENTER



St. John Fisher College requested Audio-Video Corporation to provide a video wall for digital content display for SJF college athletics and the NFL Buffalo Bills during summer training camp. The display consists of 3x3 Planar panels and processor controlled by an Extron 8x8 matrix mixer and controller. Visix provided the backbone infrastructure for digital signage content.

#### **ALBANY CAPITAL CENTER**



Audio-Video Corporation (AVC) provided the Albany Convention Center Authority and CHA Consulting with design and build audio visual services for a multi-purpose convention center in downtown Albany, NY. AVC provided the consultation and design for the exterior 12'x22' video wall that illuminates the Albany skyline. Additionally, further design and installation services included integration of a Crestron 64x64 matrix mixer that transfers communication to all public spaces, a Visix digital signage system which provides guests with program information, and a building wide multiple zone audio sound system.

#### UNIVERSITY AT BUFFALO: STUDENT CENTER



Audio-Video Corporation developed a 3x3 video wall and sound system for the State University of New York at Buffalo student center. This display will allow for digital signage application, emergency announcements and organized presentations in a multi-purpose space. Technology partners include Christie monitor panels, Crestron control, JBL audio technology, Crown amplifying, and Extron processing.

#### **BROADCAST TELEVISION STUDIOS**



#### WPBS-HD BROADCAST STUDIO

<u>WPBS TV</u>: Design and Build of HD production facilities; Includes, multicasting DTV, server and automation design and upgrades, digital production and master control upgrades. Audio-Video Corporation was tasked with completing a full analog to digital conversion for WPBS, a broadcast station that transmits one high definition and two standard definition channels to the US and Canada.

Phase I of the project encompassed installation of a new master control room, multiple digital video servers and an automated ingestion, playback and archiving system. New routing, monitoring and signal evaluation equipment were also upgraded in phase I.

Phase II included studio upgrades and integration to the new control room.

<u>WSKG TV</u>: WSKG TV contracted Audio-Video Corporation for their full analog to high definition production upgrade. The upgrades to the studio included new studio cameras, teleprompters and camera pedestals. The control room upgrades included a new graphics system, switcher, intercom system, and surround sound audio production capabilities.

Other upgrades include field production and high definition editing equipment. In master control routing and switching were upgraded along with: HD server upgrades, terminal equipment, monitoring, encoding and the close captioning system.

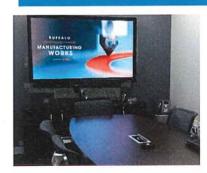


#### UNIVERSITY AT ALBANY



Audio-Video Corporation was tasked with the design and build of a 3x5 video wall for The new University Hall Admissions building at the State University of New York at Albany. This display will welcome and provide information for all incoming students and faculty. AVC sales and technical teams collaborated with university staff to create a flexible system that would provide multi-point videoconferencing, digital signage, public address and multi-purpose presentations. Technology partners include Christie monitor panels, Crestron automation and control, K-array audio technology, Visix digital signage and a Barco wireless presentation system.

#### BUFFALO MANUFACTURING WORKS



Buffalo Manufacturing Works, as part of Governor Cuomo's "Buffalo Billion" Investment Development Plan, partnered with Audio-Video Corporation to outfit their new facility with presentation spaces and meeting rooms. The technology installed allows for interactive planning, customer meetings and video conferencing between all the participating partners worldwide. Technology partners include Christie, Clear One, Crestron, Evoko, Extron, Sharp and Vaddio.

#### **BURNT HILLS CENTRAL SCHOOL DISTRICT**



Audio-Video Corporation provided consulting, design and installation services for the new Burnt Hills 21<sup>st</sup> century classrooms. The classrooms incorporated collegiate style AV systems ranging from interactive projectors to large flat panel displays. The rooms were designed to incorporate software-based video conferencing, lecture capture, interactive control, hard-wired and wireless presentation while allowing teachers to be platform agnostic. Also included in the build was a multipurpose large group instructional space with performance level audio and two distance learning spaces connected to the NERIC network.

**SECTION II: REFERENCES** 

#### **REFERENCES**

#### **ALBANY COLLEGE OF PHARMACY AND HEALTH SCIENCES**

#### **CHRIS CONNELL**

Systems Administrator Christopher.Connell@acphs.edu

Tel: 802-735-2618

#### **CORNELL UNIVERSITY**

#### **TODD KREUGER**

Technology Director Tel: 607-254-8657

Account value \$1.5 M/year

#### UNIVERSITY AT BUFFALO

#### JOHN PFEFFER

Network and Classroom Services

Tel: 716-645-6575

Account value \$1.5 M/year

#### **CHAMPLAIN COLLEGE**

#### **KEVIN ANDREWS**

Sr. Analyst IS 163 South Willard Street Burlington, VT 05401 05401

Tel: 802-865-6548

Account value \$450K-1M/year

#### SAINT MICHAEL'S COLLEGE

#### **TIM DUSABLON**

One Winooski Park Colchester, VT 05439 tdusablon@smcvt.edu

Tel: (802) 654-2738

Account value \$400K-800K/year

#### **SUNY PLATTSBURGH**

#### **CAROL BLEAUX**

CCSS Unit Coordinator 101 Broad Street Plattsburgh, NY 12901 bleauxca@plattsburgh.edu

Tel: (518) 564-2434

Account value \$200-600K/year

#### **GENERAL ELECTRIC POWER SYSTEMS**

1 River Road Niskayuna, NY 12309 Contact AVC for General Electric personnel information

Account value \$500,000-1.5M/year

**SECTION III: SCOPE OF SERVICES** 

#### SCOPE OF SERVICES

Our services include Strategic Audio Visual Technology Planning, Infrastructure Design, System Specification & Design, Construction Administration Services, System Integration, and Long Term Service and Facility Management for the following areas:

- Multi-Media and Audio Visual
- Broadcast Technology
- Video Conferencing and Telepresence
- Digital Signage
- Unified Communications

#### **DETAILED SERVICE DELIVERABLES INCLUDE BUT NOT LIMITED TO:**

- Conceptual Designs
- System Hardware recommendations
- Equipment and Signal Flow Diagrams
- Infrastructure recommendations
- Power requirements
- Conduit requirements
- Acoustic requirements
- Lighting requirements
- Aesthetics
- Budget Guidelines
- System Warranty
- Schedules and timelines for implementation
- Final Turn-key Proposal to include Engineering, Installation, Fabrication and Administration Pricing
- Pre-build
- On-site Integration
- Testing
- Training
- As built Documentation
- Long Term Service and Facility Management

**SECTION IV: FORMS** 

### \*SAMPLE \*

**AUDIVID-03** 

**GPURPURA** 

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Signature B&B Companies 501 Franklin Avenue Suite 218 Garden City, NY 11530			PHON (A/C,	PHONE (AC, No, Ext): 3160 FAX ADORESS: mfordsman@sbbinsure.com INSURER(S) AFFORDING COVERAGE			FAX (A/C, No):	FAX AVC, No): (516) 825-2629 NAIC #		
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INS	URED						ns. Company			25615
. 49	Audio-Video Corporation				RERC:					
	213 Broadway			100000	INSURER D:					
	Menands, NY 12204			INSU	INSURER E ;					
					INSURER F:					
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ACORD

**AVIXA CTS CERTIFIED STAFF** 

## **Bronze**

# CERTIFICATE OF MEMBERSHIP

It is hereby confirmed that

## **Audio-Video Corporation**

is an official member of AVIXA™ through

December 2018

Gary 2 Holl

TECHNOLOGY SPECIALIST CTS

GARY L. HALL, CTS-D, CTS-I President, AVIXA Board of Directors

AUDIOVISUAL AND INTEGRATED EXPERIENCE ASSOCIATION

#### **AUDIO-VIDEO CORPORATION CERTIFIED STAFF**

NAME	<b>EXPIRATION</b>
ALBERT IGNAZIO, CTS	CTS: 2018-12-31
ANDREW REITANO, CTS-I	CTS: 2020-02-29 CTS-I: 2020-02-29
BRIAN GROSS, CTS-I	CTS: 2019-01-31 CTS-I: 2019-01-31
CHRISTOPHER JACKSON, CTS-I	CTS: 2019-03-31 CTS-I: 2019-03-31
COREY HOBIN, CTS	CTS: 2018-06-30
DAMION HILL, CTS	CTS: 2020-06-30
DOUGLAS MONTCRIEFF, CTS-D	CTS: 2019-08-31 CTS-D: 2019-08-31
GREG POLERSTOCK, CTS	CTS: 2018-05-31
JAMES REAGAN, CTS	CTS: 2019-12-31
JEFFERY PERRETTA, CTS	CTS: 2020-05-31
JESSE WOODRUFF, CTS	CTS: 2018-06-30
JOE BONIFICIO, CTS	CTS: 2018-12-31
JOHN CHEADLE, CTS	CTS: 2021-01-31
JON HIGGINS, CTS	CTS: 2018-05-31
JOSH COLI, CTS	CTS: 2020-11-30
JOSH SNITKOFF, CTS	CTS: 2019-03-31
KEITH BETZ, CTS	CTS: 2020-08-31
MATT REED, CTS	CTS: 2019-01-31
MICHAEL GIAMBONA, CTS	CTS: 2018-04-30
ROMMEL ESCONDE, CTS	CTS: 2018-12-31

**CRESTRON PROGRAMMING CERTIFICATIONS** 



DVC E

This certifies that

#### JOSH SNITKOFF

has successfully completed the requirements of the Crestron DigitalMedia\* certification program and is hereby awarded the title of

DigitalMedia Certified Engineer

Date /18/2510

E-105-101118-1604

Certification Number

Authorized Signature





CRESTRON.

## DIGITAL MEDIA CERTIFIED DESIGNER

This certifies that

#### JOSH SNITKOFF

has successfully completed the requirements of the Crestron DigitalMedia™ certification program and is hereby awarded the title of

DigitalMedia Certified Designer

D-105-101118-2331

Date 11/18/2010

Certification Number

Authorized Signatur

## Crestron Certified Programmer

This Document certifies that

MIKE OBERHOLZER

has successfully completed all requirements to become a Crestron Certified Programmer.

MCy 1, 2009

Date

Authorized Signature

**SECTION V: GOVERNMENT CONTRACTS** 

#### FEDERAL GSA CONTRACT GS-35F-074AA



#### FEDERAL SUPPLY SCHEDULE 70 INFORMATION TECHNOLOGY

PROFESSIONAL AUDIO VISUAL, TELECOMMUNICATIONS AND SECURITY SOLUTIONS

- Special Item No. 132-8 Purchase of New Equipment
- Special Item No. 132-51 Information Technology Professional Services
- Special Item No. 132-100 Ancillary Supplies and/or Services

Period Covered by Contract: 1

19 NOVEMBER 2012 THROUGH 19 MAY 2022

#### **NEW YORK STATE CONTRACT**

GROUP: 38806 AWARD: 22844-E

MANUFACTURER	CONTRACT NUMBER	GROUP
Atlona	PC 67428	38806
AV Rover	PC 67457	38806
Bretford Manufacturing	PC 66235	20915
Casio America	PC 67434	38806
Crestron Electronics	PC 67436	38806
Digital Projection	PC 67546	38806
Elmo USA	PC 67438	38806
Epson	PC 67547	38806
InFocus	PC 67442	38806
Panasonic	PC 67447	38806
Polycom Video Conferencing Hardware & Maintenance	PM 20950	73600
Samsung Electronics	PC 67452	38806
Sharp Electronics	PC 67454	38806
Smart Technologies	PC 67455	38806
Sony Electronics	PC 67456	38806
Spectrum Furniture (Audio Visual Contract)	PC 67459	38806
Spectrum Furniture (Furniture Contract)	PC 66324	20915

**SECTION VI: MANUFACTURERS & SERVICE** 

#### PRODUCT LINES REPRESENTED

360 Systems Acoustics First

AKG Acoustics

AJA AKG

Altinex

**AMX** 

Anchor Audio

Anton Bauer Artel Video Atlas-Soundolier

Audio-Technica Autocue

Autoscript

AVF

Avid Live Sound

Azden

Belden Cable Beyerdynamic

Biamp Systems

BlackmMagic Design

Blonder Tongue

**Bosch Communications** 

Bretford Furniture Broadcast Pix BSS Audio

BTX Technologies
Burst Electronics

Canon USA

Casio

**Chief Manufacturing** 

Christie Digital ChyronHego

Cisco TelePresence Solutions

Clear-Com ClearOne

Clockaudio

Cobalt-Digital

Compix

Crestron Electronics

Crown International

Cuescript

dbx

Da-Lite

Denon Professional

Display Devices

DNF Controls

Domke Draper

Dynasign

DWI Enterprises

Eiki International

Electro-Voice Elmo USA

**Ensemble Designs** 

Epson ESE

Exact Furniture

**Extron Electronics** 

Fiber Options - GE Security

FSR

Grass Valley

Graybar | Pelco Imagine Comm.

Innovative comm.

Ikegami Electronics

JBL Professional

Jelco

K-array

Kramer Electronics

KSI Professional Leightronix, Inc.

**LG Electronics** 

Libec

Liberty Wire & Cable

Listec Video Corp

Listen Technologies

Lowel Lighting

Luxor Corporation

Mackie Designs

MacroSystem US

Magenta Research, Ltd.

MagicBox

Manfrotto Distribution

Marantz Professional

Marshall Electronics

Marshall Furniture

Mediasite

Mersive

Midas

Middle Atlantic

Miller Millworks NEC

NewTek

Panasonic

Peerless Industries

Pelican Products

PESA – FortelDTV

Planar Polycom

PortaBrace

Premier Mounts

rieillei Mouli

Primeview

Qomo QSC

Radio Design Labs

**RCF Speakers Revolabs** 

\_\_\_\_

**RGB Spectrum** 

Roland

Ross Video

Sachtler

Samson

Samsung

Scale Logic

Sennheiser

Sharp Professional

Shure

Sigma Electronics

Sonic Foundry

Sony Electronics

Sound Control Tech

Sound-Craft Systems

SoundTube

Spectrum Industries

Stewart Filmscreen

Symetrix

Tannoy

Tascam

Tektronix

Telemetrics Telex - RTS

Tiffen

TOA Electronics

ToteVision

TOLEVISION

Toshiba

TV One

Vaddio

**VBrick Systems** 

ViewSonic

Viking Cases

Visix Vinten

Williams Sound

Winsted Corporation

Wohler Technologies

Wolfvision

#### SERVICE & WARRANTY AUTHORIZATION INFORMATION

#### **AVC SERVICE & SUPPORT**

Audio-Video Corporation has professional partnerships with over 200 manufacturers of audiovisual parts and accessories. To support our clients and vendors, we have a manufacturer(s) authorized service department located in Albany NY. AVC's regular hours of operation are from 8am – 5pm EST., Mon – Fri and is staffed full time with certified service technicians. Our service technicians can often be dispatched with just a few hours' notice to bring replacement equipment or troubleshoot on-site. Many repairs and replacements can be accommodated through our manufacturer(s) authorized service center. For those repairs that need to be addressed directly by the manufacturer, our service department is well versed in all facets of the RMA process in order to get our clients back to full operation as soon as possible.

AVC has a stock of common parts that need to be replaced with regularity. For more specialized replacement parts we can often procure them within 24 hours and have them shipped directly to our client's preferred location.

#### SERVICE DEPARTMENT TEAM MEMBERS

#### KELLY MCKENNA, SERVICE ADMINISTRATOR 2001 - PRESENT

Kelly has been with AVC for more than seventeen years and has been a valuable asset to the sales and administrative teams. Kelly has an A.A.S. degree and is currently responsible for service administration and customer interface.

#### **GARY ROBINSON, FIELD SERVICE TECHNICIAN 1989 - PRESENT**

Gary has been with AVC for twenty six years and has serviced Fortune 100 corporations and some of the most elite Universities in the United States. Gary is adept at keeping up to date with the ever changing technology with-in the audiovisual industry. Gary holds numerous manufacturer repair certifications.

#### TOM KAIL, FIELD AND BENCH SERVICE TECHNICIAN 1992 - PRESENT

Tom has been with Audio-Video Corporation for twenty three years and has a tremendous audio background and is considered an acoustic expert with-in the industry. Tom works both in the field and on the "bench" servicing a variety of video and audio equipment. Tom has kept pace with the ever changing audio visual industry and is a tremendous service resource for all clients.

#### ROMMEL ESCONDE, BENCH SERVICE TECHNICIAN 2007 - PRESENT

Rommel has been with Audio-Video Corporation for eight years and is a tremendous asset to our service team. Rommel is always striving to stay up to date with product changes, modifications and usage. Rommel holds a variety of manufacturer repair certifications.

#### SYSTEMS/FIELD OPERATIONS TEAM:

Audio-Video Corporation's Systems and Field Operations Team is comprised of personnel with an average of 7 to 8 years in the AV industry and many of them with 12 plus years at Audio-Video Corporation alone. The majority of our Field Technicians are CTS Certified and all hold an OSHA 10 certificate. All team members undergo a rigorous in-house training program under the supervision of our veteran staff. System and Field technicians are also available to service AV systems due to familiarity with previously installed equipment.

#### SERVICE & WARRANTY AUTHORIZATION INFORMATION

The below referenced manufacturer's equipment can be serviced/repaired at audio-video corporation service center in Albany, NY. AVC is an authorized dealer and service center for all equipment referenced.

#### MANUFACTURER

1. Christie

2. Sony

3. Epson

4. Mitsubishi

5. LG

6. Draper

7. SMART

8. Cisco

9. Polycom

10. Sharp

#### CERTIFIED TECHNICIAN

Gary Robinson, Tom Kail

Gary Robinson, Tom Kail, Rommel Esconde

Gary Robinson,

Company Certified

Rommel Esconde

Company Certified

Rommel Esconde

Andy D'Agostino

Andy D'Agostino

Rommel Esconde, Sharp Technician

MANUFACTURERS THAT REQUEST REPAIR WORK BE DONE AT MANUFACTURER'S SERVICE FACILITY

#### MANUFACTURER

#### WARRANTY INFORMATION

1. Crestron: Warranty & Non-warranty parts must be serviced at Manufacturer Service Center

2. Extron: Warranty & Non-warranty parts must be serviced at Manufacturer Service Center

3. Clear-One: Warranty & Non-warranty parts must be serviced at Manufacturer Service Center

4. Ikegami: Warranty Repairs must be serviced at Manufacturer Service Center

5. Shure: Warranty Repairs must be serviced at Manufacturer Service Center

6 Elmo: Warranty Repairs must be serviced at Manufacturer Service Center

7. Crown: Warranty Repairs must be serviced at Manufacturer Service Center

8. Panasonic: Warranty Repairs must be serviced at Manufacturer Service Center

9. Sennheiser: Warranty Repairs must be serviced at Manufacturer Service Center

SECTION VII: TEST EQUIPMENT & COMPUTER SOFTWARE/SYSTEMS

#### **TEST EQUIPMENT:**

- Extron VTG300R
- Tektronix 7120 HD-SDI WFM
- Tektronix WFM 90 WFM
- Tektronix TSG601
- Marshall V-LCD70XP-3GSDI monitor
- Harris HD STAR HDTV TSG
- Atlona HDMI monitor and TSG kit
- Sedelco RF meter
- Oscilloscope

## LIST OF COMPUTER SOFTWARE AND/OR SYSTEMS THAT ARE USED TO COMMUNICATE, DRAW, MEASURE AND DOCUMENT PROJECTS:

- AutoCad
- I5 OS with proprietary data software
- SAP Business One
- MS EXCEL
- MS Word
- Crestron software
- Extron Software
- DSP software
- Windows XP
- Windows 7
- MS Office Professional
- MS Exchange 2010
- Affinity Designer
- Affinity Photo
- SketchUp

**SECTION VIII: FINANCIAL** 

#### **AVC CREDIT REFERENCES**

- Year of Incorporation 1955
- NYS RESALE #14-1426006
- VT RESALE #89221
- RI RESALE #14-1426006
- MA RESALE #14-1426006
- DUNS #002606994

#### BANK

#### BERKSHIRE BANK RICHARD VAN AUKEN

41 State Street 1st Vice President Albany, NY 12207 fax: (518)432-5215 Acct. #100021348403

#### TRADE

#### DRAPER, INC.

411 South Pearl Spiceland, IN 47385

fax: (765)987-7142

Attn: Diane Acct. #02604A

#### EPSON AMERICA, INC.

Marshall Schubert

3840 Kilroy Airport Way Long Beach, CA 90806

Dept. 2-12

tel: (562)290-5075 fax: (562)290-5079 Acct. #117712

#### **EXTRON ELECTRONICS**

1230 South Lewis Street Anaheim, CA 92805

Attn: Heather Wilde fax: (714)491-1503 Acct. #AUD007

#### MIDDLE ATLANTIC PRODUCTS INC.

PO Box 26769 New York, NY 10087-6769

http://creditref.middleatlantic.com

Acct. #664 CIN #20282

#### MITSUBISHI DIGITAL ELECTRONICS AMERICA

**Brian Atteberry** 

9351 Jeronimo Road Irvine, CA 92618

tel: (949)465-6079 fax: (949)465-6399 Acct. #7850926

#### SONY ELECTRONICS INC.

Rick Blazier

1 Sony Drive Park Ridge, NJ 07656 [Mail Drop 3E6]

tel: (201)930-7030 fax: (201)930-7782 Acct. #1000019000

#### ADDITIONAL FINANCIAL INFORMATION

- DUNN & BRADSTREET RANKING Please reference D&B No. 002606994
- BONDING COMPANY American Fire and Casualty Company

Name and address of Agent:

Atlantic Underwriting/Wharton Surety Consultants LLC 992 old Eagle School Road Suite 915

Wayne Pennsylvania 19087

- Maximum Bonding Capacity- \$3,000,000
- Current Bonding Capacity-\$1,250,000
- · Performance bond ever exercised? No

**END**