## TIPS VENDOR AGREEMENT

Between		_and
	(Company Name)	

# THE INTERLOCAL PURCHASING SYSTEM (TIPS) For

171001 Audio Visual Equipment, Supplies and Services

#### **General Information**

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

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

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

#### **Definitions**

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

## **Terms and Conditions**

#### Freight

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

#### **Customer Support**

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

#### **Agreements**

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

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

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

#### Tax exempt status

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

#### **Assignments of Agreements**

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

#### **Disclosures**

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

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

#### **Renewal of Agreements**

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

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

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

#### Shipments (If Applicable)

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

#### **Invoices**

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

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

#### **Payments**

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

#### **Pricing**

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

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

#### Participation Fees Fees for this award are 2%.

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

#### Indemnity

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

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

#### State of Texas Franchise Tax

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

#### Miscellaneous

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

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

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

#### **Termination for Convenience**

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

#### **TIPS Member Purchasing Procedures**

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

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

#### **Supplemental Agreements**

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

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

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

#### Licenses

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

#### **Novation**

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

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

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

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

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

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

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

#### **Smoking**

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

#### **Invoices**

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

#### Marketing

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

#### **Survival Clause**

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

#### **Legal obligations**

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

#### **Audit rights**

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

#### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### **Acceptance of work by TIPS Member**

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

#### **Support Requirements**

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

#### **Bonding**

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

#### **Incorporation of Solicitation**

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

#### **Scope of Services**

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

#### **Project Delivery Order Procedures**

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

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

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

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

### **Special Terms and Conditions**

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

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

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

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

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

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

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

## TIPS Vendor Agreement Signature Form

RFP 171001 Audio Visual Equipment, Supplies and Services

Company Name Curtis Stout AV			
Address 2400 Cantrell Road	·		
<sub>City</sub> Little Rock	State AR Zip	72202	
	1-375-4451	_	
Email of Authorized Representative mark.chard	@chstoutav	v.com	
Name of Authorized Representative Mark Chard			
Title AV Division Director			
Signature of Authorized Representative Man D Chard by 8mh			
Date11/21/17			
TIPS Authorized Representative Name Meredith Ba	rton		
Title Vice-President of Operations			
TIPS Authorized Representative Signature <u>Meredit</u>	Barton		
Approved by ESC Region 8 Aard Wayne Fitts			
Date 12/15/17			

## The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator  Email Phone Fax  Bid Number Title	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689  171001 Addendum 4 Audio Visual Equipment,	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 Kristie Collins, Contracts Compliance Specialist	Address  Contact  Department Building  Floor/Room
Bid Type	Supplies and Services RFP	Department Building	İ	Telephone Fax
Issue Date	10/5/2017 08:00 AM (CT)	Floor/Room		Email
Close Date	11/27/2017 03:00:00 PM (CT)	Telephone Fax Email	+1 (866) 839-8477 +1 (866) 839-8472 bids@tips-usa.com	
Supplier Inform	mation			
Company Address	Curtis Stout A/V 2400 Cantrell Road			
Contact Department Building	Little Rock, AR 72202			
Floor/Room Telephone Fax Email	(501) 255-1149 x635 (501) 375-5541			
Submitted Total	11/22/2017 09:13:34 AM (CT) \$0.00			
By submitting	your response, you certify that yo	ou are authori	zed to represent and bind	your company.
Signature Susan Herring Email susan.herring@chstoutav.com				.herring@chstoutav.com
Supplier Notes	5			
Bid Notes				
Bid Activities				
Bid Messages				

Date		Subject	Message		
10/30	0/17	Anticipated Schedule of Award or Related Events		pated Schedule of Award or Related Events addendum reflectorrected to change from January xx, 2017 to 2018.	cted a January 2017 award date and
	Attribut se rev	tes iew the following and respond who	ere necessar	у	
#	Name	е		Note	Response
1	Yes -	· No		Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes -	· No		Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at 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?	Yes
4	State	s Served:		If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Com	pany 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.)	Infocomm International's APEx Level Audio Visual Solutions Provider; Technicians are CTS Certified; Control Systems Programmers hold Crestron Master's Level Certifications
6	Prima	ary Contact Name		Primary Contact Name	Mark Chard
7	Prima	ary Contact Title		Primary Contact Title	AV Division Director
8	Prima	ary Contact Email		Primary Contact Email	mark.chard@chstoutav.com
9	Prima	ary Contact Phone		Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012551149
10	Prima	ary Contact Fax		Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5013754451
11	Prima	ary Contact Mobile		Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	NA
12	Seco	ndary Contact Name		Secondary Contact Name	Susan Herring
13	Seco	ndary Contact Title		Secondary Contact Title	Operations Manager
14	Seco	ndary Contact Email		Secondary Contact Email	susan.herring@chstoutav.com
15	Seco	ndary Contact Phone		Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012551149
16	Seco	ndary Contact Fax		Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5013754451

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	NA
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Susan Herring
19	Admin Fee Contact Email	Admin Fee Contact Email	susan.herring@chstoutav.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012551149
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Susan Herring
22	Purchase Order Contact Email	Purchase Order Contact Email	susan.herring@chstoutav.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012551149
24	Company Website	Company Website (Format - www.company.com)	www.chstoutav.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-0718325
26	Primary Address	Primary Address	2400 Cantrell Road
27	Primary Address City	Primary Address City	Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72202
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Audio, Video, Control Systems, Projection Systems, Distributed Audio and Video, Theatrical Lighting, Interactive White Boards, CCTV, Videoconferencing, Custom Lecterns, Sound Masking, Acoustical Modeling
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	No
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Little Rock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	AR

Felony Conviction Notice: (Required by the State of Texas) My firm is, as outlined on (No Response Required) 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." Yes - No A publicly held corporation; therefore, this reporting 36 Nο requirement is not applicable? 37 Yes - No Is owned or operated by individual(s) who has/have been Nο convicted of a felony? If your firm is owned or operated by the following Please provide details of the conviction. This is not individual(s) who has/have been convicted of a necessarily a disqualifying factor and the details of the felony: conviction determines the eligibility. Providing false or misleading information about the conviction is illegal. Pricing information section. (Questions 39 - 43) Pricing Information: (No Response Required) 40 Discount Offered What is the MINIMUM percentage discount off of any item 20% 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. Vendor agrees to remit to TIPS the required administration Yes Yes - No 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. Do you offer additional discounts to TIPS members for Yes - No Yes large order quantities or large scope of work?

44	Start Time	Average start time after receipt of customer order is working days?	10
45	Years Experience	Company years experience in this category?	13
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?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
		<ol> <li>This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</li> <li>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:</li> <li>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;</li> <li>The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</li> </ol>	

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:

- 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

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 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.

2 CFR PART 200 Contracts

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.

Contracts for more than the simplified acquisition threshold Yes

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)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes 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?

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?

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?

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, I Agree

Yes

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

71 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding

mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue

cost.

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 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.

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

Conditions or Item Specifications listed in this proposal invitation?

Yes

None

81 Solicitation Deviation/Compliance

171001 Addendum 4 - Curtis Stout A/V - Page 16 of 18

82 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.

83 Agreement Deviation/Compliance

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

Yes

84 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.

SB 807 prohibits construction contracts to have provisions

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

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.

(No Response Required)

ine Items		
	Response Total:	\$0.00

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Jefferson Regional Medical Center	Kathy Pierce	PierceK@jrmc.org	870-541-7100
University of Arkansas at Little Rock - Nursing School	Jeffrey Carmack, Sara Fruechting	jkcarmack@ualr.edu; skfruechting@ualr.edu	501-682-8260
Hendrix College	Bobby Engeler-Young	engeler-young@hendrix.edu	501-472-7157
University of Arkansas at Pine Bluff	Willette Totten	tottenw@uapb.edu	870.575.4719
Arkansas Department of Parks and Tourism	Bill Cheek	william.cheek@arkansas.gov	501-410-0061

#### 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.

CURTIS STOUT AV LIC	
2400 CANTRELL RS. SUITE 100	CITZE-ROOK AR 72202
Name/Address of Organization	<del></del> -
DAUST ASNO, CFS	
Name/Title of Submitting Official	
Signature	Date

#### FELONY CONVICTION NOTICE

#### FOR RESPONSE TO TIPS SOLICITATION

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

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

I, the undersigned agent for the firm named below, certify that the information concerning

#### THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

	est of my knowledge.
Official	curtis Stout AV
	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	
в. Му	firm is not owned nor operated by anyone who has been convicted of a felony:
	Signature of Authorized Company Official:
OR	
C. My	firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
	Name of Felon(s):
	Details of Conviction(s):  You may attach anther sheet  Signature of Authorized Company Official:

#### **CERTIFICATION BY CORPORATE OFFERER**

IF OFFERER IS A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE PROPOSAL FORM/PROPOSAL FORM.	EXECUTED AND INCLUDED AS PART OF
OFFERER: CLRTS STOUT, AV, LLC	
OFFERER: CURTS STOUT, AV, LLC (Name of Corporation)	
(Name of Corporation)  I,	certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)	
named as OFFERER herein above; that	
DAVIS V. Mase	
(Name of person who completed proposal document)	
who signed the foregoing proposal on behalf of the coacting as	orporation offerer is the authorized person that is
(Title/Position of person signing proposal/offer docur	nent within the cornoration)
of the said Corporation; that said proposal/offer was authority of its governing body, and is within the sco	duly signed for and in behalf of said corporation by pe of its corporate powers.
CORPORATE SEAL if available	
6 Jane	
SIGNATURE  11/21/12  DATE	

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

# 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.

<ol> <li>Will you be subcontracting any of your work under this award if you are successful? (Circle one)</li> <li>YES or NO</li> <li>If yes, do you agree to comply with the following federal requirements? (Circle one)</li> </ol>
YES or NO
2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
Company Name Cokins STOUTH ALC
Print name of authorized representative 3. Lyur
Signature of authorized representative
Date (1/21/17

#### 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.

1, David V. Frence	as an authorized representative of
Insert Name of Company	, a contractor/vendor
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 t and (2) will not boycott Israel during the term of this contract, named Texas governmental entity in the future. I further affirm this issue is reversed and this affirmation is no longer valid, the governmental entity will be notified in writing within one (1) that our company's failure to affirm and comply with the requestion Code 2270 et seq. shall be grounds for immediate contract term above-named Texas governmental entity.	or any contract with the above- m that if our company's position on at the above-named Texas business day and we understand direments of Texas Government
AND	
our company is not listed on and we do not do business with of Texas Comptroller of Public Accounts list of Designated Fore Texas Gov't Code 2270.0153 found at https://comptroller.texatterrorist.pdf	eign Terrorists Organizations per
I swear and affirm that the above is true and correct.	
Kingan	ulades
Signature of Named Authorized Company Representative	Date

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

# 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 <u>DO NOT</u> desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials: Name of company claiming confidential status of material Printed Name, Title, and Signature of authorized company officer claiming confidential status of material Address City State ZIP Phone ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. Name of company expressly waiving confidential status of material

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

Address City



# THIS CONFIRMS THAT

# **Curtis Stout A/V**

Meets the requirements of InfoComm International®'s APEx program and proves commitment to providing quality service to customers and upholding industry excellence.

08/25/2018

**Expiration** Date

Gary Hall, CTS-D, CTS-I President

(say 2. Hall

InfoComm International®



# Certified Technology Specialist

# Mark Chard

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist, has met the requirements of the InfoComm independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist and the CTS® designation.

Effective Date
October 07, 2006

Date of Expiration October 31, 2018

Certification Number 1151269

Richard F. Kowalske II, CTS-D, CTS-I Chair, InfoComm independent Certification Committee







# Certified Technology Specialist

# Wesley Hopper

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist, has met the requirements of the InfoComm independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist and the CTS® designation.

Effective Date July 28, 2012

Date of Expiration July 31, 2018

Certification Number 1325248

Richard F. Kowalske II, CTS-D, CTS-I Chair, InfoComm independent Certification Committee







## TESIRA FORTÉ

#### BIAMP SYSTEMS CERTIFIES THAT

# **ALAN WELLS**

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS OF BIAMP'S TESIRAFORTÉ TRAINING COURSE.

mat Gyzewski

MATT CZYZEWSKI
EXECUTIVE VICE PRESIDENT
OF OPERATIONS



GRAEME HARRISON
EXECUTIVE VICE PRESIDENT
OF MARKETING

DAIE 30 SEPTEMBER 2017

# **Crestron Technical Institute**

Master Programmer



Mark Chard
2007



# Certificate of Achievement

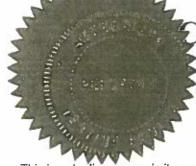
Presented to

# Mark Chard

As a record of successful completion of the

Arkansas

**Eonstruction Business & Law Exam** 



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Shure Audio Institute - Americas

## Certification

This certification is awarded to

## **Wesley Hopper**

For successfully completing the course

## **Shure Microflex Advance Training**

08/07/2017	Never	
Issued Date	Expiration Date	



## Certification

This certification is awarded to

**Wesley Hopper** 

For successfully completing

**Dante Certification Level 1** 

08/07/2017

Issued Date



This course is approved for 2.0 CTS Renewal Units by the Independent InfoComm Certification Committee.







## TESIRA FORTÉ

#### BIAMP SYSTEMS CERTIFIES THAT

# **WESLEY HOPPER**

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS OF BIAMP'S TESIRAFORTÉ TRAINING COURSE.

Matt Ozogewskii

MATT CZYZEWSKI
EXECUTIVE VICE PRESIDENT
OF OPERATIONS



GRAEME HARRISON
EXECUTIVE VICE PRESIDENT
OF MARKETING

DATE 1 OCTOBER 201'





This certifies that

## **WESLEY HOPPER**

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

DigitalMedia Certified Engineer

5/3/2012

E-102-120503-3181

Certification Number

**Authorized Signature** 

Date



## **CRESTRON MASTERS TRAINING 2015**

## **WESLEY HOPPER**



If Ochalit

**Authorized Signature** 

04/23/2015

Date

# **Crestron Technical Institute**

Master Programmer



Mark Chard
2007



# Certificate of Achievement

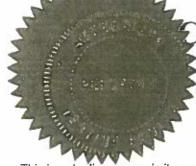
Presented to

# Mark Chard

As a record of successful completion of the

Arkansas

**Eonstruction Business & Law Exam** 



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Shure Audio Institute - Americas

## Certification

This certification is awarded to

## **Wesley Hopper**

For successfully completing the course

## **Shure Microflex Advance Training**

08/07/2017	Never	
Issued Date	Expiration Date	



## Certification

This certification is awarded to

**Wesley Hopper** 

For successfully completing

**Dante Certification Level 1** 

08/07/2017

Issued Date



This course is approved for 2.0 CTS Renewal Units by the Independent InfoComm Certification Committee.







## TESIRA FORTÉ

#### BIAMP SYSTEMS CERTIFIES THAT

# **WESLEY HOPPER**

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS OF BIAMP'S TESIRAFORTÉ TRAINING COURSE.

Matt Ozogewskii

MATT CZYZEWSKI
EXECUTIVE VICE PRESIDENT
OF OPERATIONS



GRAEME HARRISON
EXECUTIVE VICE PRESIDENT
OF MARKETING

DATE 1 OCTOBER 201'





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5/3/2012

E-102-120503-3181

Certification Number

**Authorized Signature** 

Date



## **CRESTRON MASTERS TRAINING 2015**

## **WESLEY HOPPER**



If Ochalit

**Authorized Signature** 

04/23/2015

Date

# CERTIFIED



Programmer

# CRESTRON ADVANCED TRAINING 2014

**WESLEY HOPPER** 



02/19/2014

M-1 47

Date

**Authorized Signature** 

# State of Arkansas Commercial Contractors Licensing Board

CURTIS STOUT AV, LLC 2400 CANTRELL RD, #100 LITTLE ROCK, AR 72202

This	:0	40	Certify	That
1 1112	13	w	Ceruiv	THAL

**CURTIS STOUT AV, LLC** 

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

#### **SPECIALTY**

Communication, Computer or Sound Systems, Cabling Control Systems & Instrumentation

This contractor has a suggested bid limit of \$50,000. This limit is only suggested and is not a limit on the size of the project the contractor can perform.

from

August 25, 2017

until

July 31, 2018

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas



Stee Coff.

CHAIRMAN

SECRETARY

August 25, 2017 - sh

# CURTIS STOUT Liahling • Utility • Electrical & Automation Products • Audio/Visus

#### Curtis Stout A/V

Phone: (501) 255 – 1149

Fax: (501) 375 – 4451

2400 Cantrell Road Suite 100 Little Rock, AR 72202

### CORPORATE PROFILE

Curtis Stout A/V was founded in January 2004 in association with the Curtis H. Stout Company and is a professional sales and integration organization built on sound principles for the purpose of exceeding the expectations of our clients and associates. The organization represents over forty years of combined individual experience in the audio-visual electronics industry.

Curtis Stout A/V has the experience and staff to provide state-of-the-art audio-visual systems that will serve to forward their clients objectives in a responsible and well-planned manner. Curtis Stout A/V defines a <u>personal</u> approach to each project that establishes needs analysis, design engineering, and implementation coordination for the following areas that are important to the successful integration of desired solutions:

- Projection and Displays
- Video Conferencing
- Computer Interfacing
- Audio Support
- Media Sources
- Control Systems
- Post-Services Support

Curtis Stout A/V's primary focus is to provide integrated solutions for business, education, healthcare, and government utilizing a broad range of projection and display systems, control systems, and design services necessary to fulfill a prospective client's presentation objectives.

Curtis Stout A/V's staff of design and systems engineers has expertise in all aspects of visual communication applications, computer and video display systems, audio reproduction, integrated control systems, video teleconferencing, coax/fiber optic and CAT5 cabling, networks, and video production systems. Our technical staff is comprised of personnel with CTS (Certified Technical Specialists) certifications. Apprentices may be used for non-technical labor if under direct supervision of a CTS technician. In addition, the experience of the company's technical staff includes detailed coordination of acoustics, lighting, the computer network interface, and telecommunications networks. The company utilizes these knowledge resources to provide studied and responsible recommendations, detailed designs, and documentation and measurable performance in their implementations.

Curtis Stout A/V is a Value-Added Reseller (VAR) systems integrator that concentrates on the integration of technology to enhance audio-visual systems and presentations. The company offers a wide range of high-quality manufactured products and services. Our state-of-the-art system designs incorporate proven technology while emphasizing an easy to operate interface.



2400 Cantrell Road, Suite 100 Little Rock, AR 72202

> P: 501.255.1149 F: 501.375.4451 www.chstout.com















**D&M Professional** 









H A Harman International Company















































# NLC newlifechurch.tv

February 10, 2014

#### To Whom It May Concern:

In July 2008, Curtis Stout A/V completed the installation of our audio/visual system in our newly constructed 1,800 seat sanctuary. This was one of the most important decisions we made in the construction of our 60,000 square foot building, and we could not be more pleased with the decision to employ Curtis Stout to do this work for us.

We spent many months working with the Curtis Stout staff, so they could understand our needs and design a system that would meet both our aesthetic guidelines and stay within budget. The design was spot-on for our space and met our budget. The staff was very courteous and made us feel like we were their most important customers.

In addition to the superb design and meeting our budget requirements, they competed the installation on time. We had a tight deadline for our soft opening weekend and installation was 100 percent complete well in advance. In addition to all of the above, they spent more time than expected to train all of our full-time and lay staff before, during and after our soft opening weekend.

After fund raising for three years for our new facility, the dream was realized in July 2008. The members and guests of NLC were blown away by the quality of both the audio/visual system that we had in our new sanctuary. As a result, we have experienced tremendous growth since entering our new church home, and I know a portion of it is attributed to Curtis Stout's impeccable design and installation of our audio/visual system. Who knows, it may have even had something to do with the success one of our worship leaders Kris Allen experienced on American Idol! It has been an amazing first five and a half years in our new building and we look forward to many more as a result of Curtis Stouts work.

Sincerely

Harry Bates

Lead Executive Pastor, New Life Church



# GENERAL CONTRACTORS CONSTRUCTION MANAGERS

501-374-8677 / FAX 501-375-7649

To whom it may concern:

Baldwin & Shell Construction Company has just completed the construction of the Grand Prairie Center in Stuttgart, Arkansas. Curtis Stout A/V was selected to do the audio visual work on this project.

As you may well know, the audio visual portion of a 1300 seat theater is a critical element in the construction process and throughout that process Curtis Stout A/V was very helpful in watching cost, quality and time.

The Curtis Stout team has not only been great to work with but has made new friends as well. Their crew put in many hours of hard work with a professional attitude. They definitely proved that they were dedicated to this project. I am glad to have worked with them.

Overall, Baldwin & Shell is very pleased with the service Curtis Stout A/V provided on this project. These guys are honest team players and Baldwin & Shell definitely wants them on our team. I would recommend, without hesitation, Curtis Stout A/V as your next audio visual contractor.

Sincerely,

Larry Jones
Project Manager

Cc: Doug Henson





January 23, 2014

Mr. Mark Chard Curtis Stout Audio Visual 2400 Cantrell Road Little Rock, AR 72202

Re: Referral

Dear Mark,

Your company and staff have been extremely professional and courteous to work with the staff of the Grand Prairie Center. Our past management team were pleased with the installation of the audio visual equipment for our 63,000 square foot conference center, in addition to the sound equipment for our 1,275-seat, Riceland Auditorium. More recently, the new LCD monitors and camera equipment are being enjoyed by all the patrons that come to our center.

With a detailed work scope for each unique project, it outlines exactly what our discussions are with your professional team and the monetary requirements for our budget.

I will continue to highly recommend Curtis Stout to any company representative that wants a first-class team working on their facility.

Sincerely,

Refiee Robison

Executive Director

RR/



January 26, 2009

To Whom It May Concern:

It has been my pleasure to work with Curtis Stout on several projects across campus over the last few years.

Curtis Stout has handled two main projects at Harding University since summer 08. One project involved the installation of all the audio visual technology in our new medical science building. This was a very involved project which included individual technology classrooms with projectors, cameras, sound systems, and computers. The main and most technology extensive and challenging area was the clinical skills area. This area included individual exam rooms with recording of audio/video, controllable locally and remotely; two-way communication between exam room and control station; interaction between exam rooms and classrooms; recording storage and recall; installation of observation room; and observation stations outside each exam room.

The second project was the installation of a new observation and recording network in our counseling department. This project included new cameras for all counseling rooms, new audio and video recording for each room, control of the A/V equipment and playback from faculty offices and observation room, and the software and training for the project.

I have found Curtis Stout to be very attentive to our needs and concerns. No problem arose that they were not able to address and correct. Details were handled with little interference to our daily schedules. Curtis Stout has provided Harding University with great products delivered in a professional and timely manner. Curtis Stout has provided HU excellent technical guidance and advice. CS has always been easy to contact and responsive to our questions and concerns.

I highly recommend Curtis Stout. In light of the positive results from past dealings, Harding University will continue to rely on Curtis Stout for our technical needs.

If you have any questions regarding our experience with Curtis Stout, please feel free to contact me.

Sincerely,

Paula Kirby

E-Learning and Multimedia Services, Director

pkirby@harding.edu



January 28, 2014

To Those Considering Curtis Stout Audio Visual:

Curtis Stout recently completed installing audiovisual and technology components in our Culinary Arts & Hospitality Management Institute building on the Little Rock-South campus of Pulaski Technical College. The building was a dream come true for me personally, as well as for the college.

The unique nature of the building and the strict timeline resulted in there being no room for error and I am proud to say that we were able to accomplish our goals to move into the building on time and within budget in part due to the expertise of Curtis Stout. A major component that allowed us to meet our goals was due to the efforts of Curtis Stout during the preconstruction phase of the project. These efforts paid huge dividends when the actual construction took place, as there were no major surprises concerning installation of our audiovisual and technology components or with the budget.

We could not have asked for a better partner than the one we had in Curtis Stout.

The Pulaski Tech Culinary Arts & Hospitality Management Institute is one of the leading programs of its kind in the country and it now has the most cutting edge and high quality building with state-of-the-art audiovisual and technology. To say the least, I am extremely pleased with the result of the building and more than happy to recommend Curtis Stout. Please do not hesitate to contact me at 501-812-2861 if you have any questions about our experience with Curtis Stout.

Sincerely,

Todd R. Gold, CEC, CCA, ACE, AAC

Dean

Pulaski Technical College Culinary Arts and Hospitality Management Institute Love God, Love Neighbor, Change the World

January 28, 2014

#### To Whom It May Concern:

In 2013, Curtis Stout A/V completed the redesign and implementation of a new sound system in our sanctuary. The difference was immediate and extraordinary. The issues we were having with speech intelligibility, feedback and wireless microphone drop-out were gone, leaving us with clean, clear sound that allowed our congregation to immerse themselves in worship instead of struggling to hear the service.

Throughout the entire process, Curtis Stout was exemplary in the care they took to understand our needs and design a system that would correct our issues while remaining in our budgetary and aesthetic guidelines. While on site, the Curtis Stout staff were considerate and respectful of the space, making sure that our sanctuary was presentable and "ready to go" for our weekend services on Friday and Sunday.

After the installation, Curtis Stout staff trained our lay volunteers in the system's operation and were even on site during the system's first Sunday in service. This kind of "above and beyond" service and support is rare and truly showed the commitment of Curtis Stout to ensure a painless transition to our new system.

The ease of using the new system has enabled our lay volunteers to perform their tasks without any of their previous fears of feedback or signal loss. The intuitive custom programmed touchscreen controls have also eased the fears of learning the system for new volunteers.

Perhaps the greatest testament to the success of our new sound system was from an elderly member of our church who said, "This was the first Sunday in years that I've been able to hear every word." This has been the consensus of all of our congregation...even our younger members. Statements like this would not have been possible without the stellar work of Curtis Stout.

Sincerely,

Jacob Nolen

Director of Technology

Pulaski Heights United Methodist Church



#### 1600 Washington Avenue Conway, Arkansas 72032-3080 Reference for Curtis Stout A/V

It is with great pleasure that I recommend Curtis Stout A/V for future building projects related to advanced technology needs. Curtis-Stout served as our audio-visual providers for Hendrix College's Student Life and Technology Center, a \$26 million capital project. The goal of this building was to combine advanced technology with outstanding community space for the college community. Our building project was complex with a variety of meeting rooms, performance spaces, computer lab space and technology clusters. Curtis Stout's strengths are technological expertise, attention to detail, professionalism and project dedication, and fair-minded business practices.

In every aspect of our project, we had confidence in Curtis Stout's technical expertise. Their staff were outstanding and personally helped us navigate complex sound and light issues in our performance areas. The implementation team was superb at identifying issues and cost-savings measures. Although we used a different consultant for the visioning and initial design process, I can honestly say that we wish we had used Curtis Stout from the beginning. We felt confident in their ability to translate our needs in layman's terms to the technical needs of this very complex project.

We could not have asked for a more thorough partner in attending to detail. In fact, in responding to our RFP, Curtis Stout identified several design errors in our specifications that needed clarification before comparable bids could be given. The Curtis Stout leadership communicated effectively (both listening and sharing ideas) and worked diligently to meet the full project specifications.

The professionalism and project dedication has been outstanding. The Curtis Stout team practically lived in the building prior to our opening and continued to do so a month after we opened to ensure that systems were working. Although our LEED certification would have allowed us to select a technology partner outside of Arkansas, we are thrilled that an Arkansas business could meet our needs and know that we received high quality attention because they are invested in our community success.

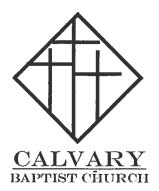
Curtis Stout's technical expertise, attention to detail, professionalism and dedication are perhaps rivaled only by their integrity. Our project manager described Curtis Stout as "fair-minded" which is sometimes rare in complex technology and construction projects. Whether pricing equipment or designing podiums, we know they worked to provide the best pricing and the best service available.

It is with great confidence that I can recommend Curtis Stout for future projects and am confident that the College would use them to help address future needs. Please don't hesitate to contact me with further questions (501-450-1222; carney-hall@hendrix.edu).

Sincerely.

Karla C. Carney-Hall, PhD Vice President for Student Affairs

Koula C Carney-Hall



RICK COUCH
CANTRELL RD
Minister of Music
72207
rick@cbclr.org

5700

**LITTLE ROCK, AR** 

501-663-8303

June 15, 2011

David,

Just a note of thanks for the great job Tim, Richard and your team at Curtis-Stout did for us at Calvary Baptist. You guys were right on the mark with our A/V needs. The speakers have been perfect for our sanctuary layout; the choir mics make my choir sound great, and the new pulpit mic has made a tremendous difference. My sound techs are making the adjustment to the new setup and everyone can hear the preacher!

The new projectors are a great improvement and add a much needed upgrade to our video resource. Thanks for helping us make the right decisions in that department.

Again, thanks for helping us get the most mileage out of our budget, and for recommending the right equipment for our needs.

Rick Couch



Mary Cantrell
Director

Sherry Johnson
Coordinator

Standardized Patient Program 4301 West Markham, #735 Little Rock, AR 72205-7199

Telephone: 501-686-8792 Fax: 501-603-1228 cantrellmaryj@uams.edu

March 24, 2006

Dear Curtis H. Stout, Inc.:

Inside the Center for Clinical Skills Education hangs a sign that reads:

"We believe that everyone participating in activities at the Center for Clinical Skills Education is intelligent, well-trained, cares about doing their best and wants to improve."

As part of the team that built the Center and helped with our grand opening, we believe YOUR Team lives up to this sign. You all have bent over backwards to make sure we have what we need. The Center looks very impressive and most of that is because of the wonderful technology that you have designed.

We can not thank you enough for all you have done.

Thanks you,

Mary Cantrell, Director

And

The Center Staff



# DEPARTMENT OF VETERANS AFFAIRS Medical Center 4300 West 7th Little Rock, ARKANSAS 72205

July 28, 2010

In Reply Refer To: 598A/135NLR

Curtis Stout A/V Mr Joe Stewarts 2400 Cantrell Rd Suite 100 Little Rock, AR 72202

#### Dear Mr Stewarts:

On behalf of the Central Arkansas Veterans HCS patients and staff, we would like to extend our appreciation to you for your television installation. Your thoughtfulness reflects the concern that you feel for our veterans and for the service they provided to all of us while in service to our country.

Without your support, we could not provide for the smaller niceties that make hospitalization more bearable. Your thoughtfulness also reflects the concern and compassion that our community feels for our veterans.

Thank you for your continued support.

Sincerely,

DOUGLAS BOWERS Chief, Voluntary Service





"SVSi 's products provided a flexibility and quality that I don't believe could have been met at this price point with other designs."

Mark Chard, MS, CTS, DMC-D Managing Partner - Audio/Visual Division



#### DEPARTMENT OF NURSING



The University of Arkansas-Little Rock
Department of Nursing engaged Curtis Stout
AV to deliver a state-of-the-art clinical
observation and capture system in their
Simulation center. The Simulation center
requires the students to apply the
knowledge they've obtained in the
classroom in hands-on simulated patient

care environments. The center is divided into departments based on specialty, each with a dedicated clinical rooms, observation rooms and meeting rooms to review completed exercises.

In the clinical rooms, patient care stations are set up with a patient simulator manikin and monitoring equipment. At each station two HD camera feeds, microphone audio and patient monitoring data are encoded real-time by SVSi for distribution to the observation or meeting rooms, combined using a SVSi Windowing Processor, then distributed throughout the facility and/or captured by an SVSi Network Video Recorder. All rooms are controlled by the students or instructors via intuitive GUI or wall mounted button panels.

The system allows for all students activities to be monitored and captured in real-time and reviewed immediately following each exercise using SVSi's DICOM-approved, visually lossless JPEG2000 codec. All exercises are transcoded onboard the NVR to a mpeg4 format for archival to third-party network-attached storage.



















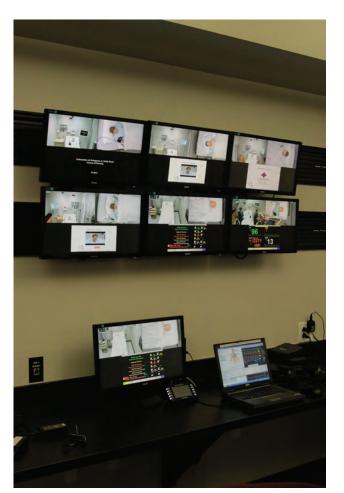


controls \_\_\_\_\_\_ Camera directly above \_ views patient's bed

PTZ Camera with view of room

Network connections into SVSi's Windowing Processors









#### What was the challenge proposed by the staff at UALR for this project?

The principal objective of the project was to provide a high-definition session monitoring and quality records archival management system for multiple simulated patient surgical suites at the UALR School of Nursing. The system would allow dedicated staff observers to manipulate HD cameras to achieve best-possible perspectives of patients and surgical activities during the audio/video capture of simulation sessions. Administrative assistants would also have concurrent master control of all session activities throughout the facility.

Among the challenges associated with this project were accomplishing the digital transport of multiplexed audio and video feeds from two HD cameras, PC-generated vital signs and microphone audio to/from each of the twenty-two (22) hospital beds used for simulated patient nurse training. The project was required to be implemented incrementally, with the initial phase limited to integration of ten (10) hospital beds. The hardware and software infrastructure was developed to allow a logical upgrade path for adding future equipment to complete the facility with twenty-two (22) beds. On-site playback of the multiplexed recordings was needed for debriefing sessions and were required to occur within 5 minutes of ending a simulation session. During each session, individual cameras were required to be monitored without interfering with the actual multiplexed recording. Additionally, a nightly file push to a permanent server archive was required to allow viewing of archived sessions from satellite campus computers with approved access.

#### How many similar projects have you done like this in the past?

We have completed at least four (4) other projects of similar scale and concept at various medical campuses in the state of Arkansas. Among these facilities include Harding University Center for Health Science, UAMS Clinical Skills, Arkansas Children's Hospital PULSE Center, and Jefferson Regional Medical Center Nursing School. The UALR project is unique in that it was the first time we have designed such a system to support high-definition camera video and computer signals. This project started as a standard-definition video project but, during the construction phase and further talks with the client, they expressed their evolving needs and desires to push the system into HD capabilities throughout.

#### How did SVSi help you accomplish the desired result?

SVSi engineers actually assisted Curtis Stout A/V with development of the initial system design, and they were also extremely supportive with training and systems troubleshooting during the integration phase. SVSi's technical personnel customized the firmware as UALR's needs evolved and provided custom recording devices with upgraded processors to handle the massive nightly file conversion to MP4 format which was required for permanent archival. There were a few issues encountered with equipment functionality, but SVSi responded very quickly with appropriate firmware upgrades or new versions of equipment in such a way that the project could be completed in compliance with the client's required completion date.

#### Do you feel SVSi offered the best solution for this situation?

As with any AV project, there were several system designs that would have met the needs expressed by UALR, but SVSi's products provided a flexibility and quality that I don't believe could have been met at this price point with other designs. Also because of the widget nature of this series of products, the base infrastructure (i.e. network switches) were the only items that couldn't be added as per-bed cost. Other solutions would have required a much larger initial outlay of money as the base infrastructure (large HD AV matrix switchers) would have needed to be installed during the initial phase. This would have cut the number of beds UALR would have been able to install, which was not at all attractive to our client.













#### ABOUT CURTIS STOUT AUDIO VISUAL

Curtis Stout Audio Visual's staff of design and systems engineers has expertise in all aspects of visual communication applications, computer and video display systems, audio reproduction, integrated control systems, video teleconferencing, coax/fiber optic and CAT5 cabling, networks, and video production systems. Our technical staff is comprised of personnel with CTS (Certified Technical Specialists) certifications. The company utilizes these knowledge resources to provide studied and responsible recommendations, detailed designs, and documentation and measurable performance in their implementations.

#### **ABOUT SVSi**

SVSi is a true pioneer in IP-based AV distribution and switching solutions, shipping our first product in 2008. Since that time, we have continued to lead this evolving industry with innovative solutions that have a single vision and purpose: provide end users with flexible, scalable, reliable, and affordable system solutions that meet their needs now and in the future. SVSi has reinvented the way high-definition media is delivered to the Government, Corporations, Educational Institutions, Retail Environments, Healthcare Facilities, Entertainment/Event Centers and Houses of Worship.



256.461.7143 • info@svsiav.com • www.svsiav.com

Distribution | Switching | Recording | Windowing | Wall Processing | Control

SVS. vo.ANte and Networked AV are trademarks of Southern Vision Systems. Inc. in the United States and other countries.



#### PRODUCT SOLUTIONS FROM SVSi

SVSi's Distribution and Switching System distributes and displays your media sources over an IP network offering the ultimate in flexibility, expandability, and reliability using industry standard networking equipment. Any number of sources to any number of displays, anytime, anywhere!



#### **Encoders and decoders**

Offered in stand-alone or rack-mount formats for high density applications.







#### Windowing or Video Walls

Slide windows around or build video walls on command for attention-getting while switching video streams in and out seamlessly as needed.





#### **Network Video Recorders**

Recording high-resolution, HD content over an Ethernet LAN. The NVR is compatible with all SVSi video-over-IP products.

#### **Audio Over IP**

Distributed two-channel balanced or unbalanced audio over existing LAN and WAN networks.





#### **Management and Control**

Intuitive and powerful management of content, equipment configuration, DVR recording and playback, bandwidth utilization, and matrix switching of video, audio, and control signals.