

TIPS VENDOR AGREEMENT

Between Ford Audio-Video Systems, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 200904 Audio Visual Equipment, Supplies, and Services**

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- 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.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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 that exceeds month to month terms 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, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all

Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of

any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, 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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

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

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned

Workers' Compensation

Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.

Umbrella Liability

\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200904 Audio Visual Equipment, Supplies, and Services

Company Name Ford Audio-Video Systems, LLC

Address 4800 West I-40 Frontage Road

City Oklahoma City State OK Zip 73128

Phone 405-946-9966 Fax 405-946-9991

Email of Authorized Representative alled@fordav.com

Name of Authorized Representative David Allen, E.E.T.

Title Chief Operating Officer

Signature of Authorized Representative 

Date 10/10/20

TIPS Authorized Representative Name MEREDITH BARTON

Title CHIEF OPERATING OFFICER

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 12/16/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200904

**Ford Audio-Video Systems LLC
Supplier Response**

Event Information

Number: 200904
Title: Audio Visual Equipment, Supplies, and Services
Type: Request for Proposal
Issue Date: 9/3/2020
Deadline: 10/16/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Ford Audio-Video Systems LLC Information

Contact: Jim Tulberg
Address: 4800 West I-40 Service Road
Oklahoma City, OK 73128
Phone: (512) 447-1103 x2718
Fax: (405) 946-9991
Toll Free: (800) 654-6744
Email: tulbj@fordav.com

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

Jim Tulberg

Signature

Submitted at 10/13/2020 10:14:19 AM

tulbj@fordav.com

Email

Requested Attachments

Vendor Agreement

1. Ford Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

2. Ford Vendor Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

3. RFP #200904 Pricing Spreadsheet # 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

4. RFP #200904 Pricing Spreadsheet # 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

References

5. Ford Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

6. Ford - Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

7. Ford - DMWBE Certifications.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

8. Ford - Warranty Policy.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

9. Ford - Supplementary Information.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

10. Ford - All Other Certifications.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

11. Ford AV Logo.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

13. Ford - Certificate of Corporate Offerer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

15. Ford - Confidentiality Claim Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

Ford AV OKC - W9 Form - 200514.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Bid Attributes

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.

YES

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 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Established in 1973, Ford Audio-Video Systems, LLC is one of the Top commercial A/V system integrators in the country. Ford's detailed systematic approach with every project assures that our customers receive the absolute best A/V system solution to meet their specific requirements. Ford's Job Center team of 300+ includes project engineer's, project manager's, design engineers, installation technicians and support personnel have the proven experience to provide long term solutions for any A/V system application our customers may require. Ford has been improving how people communicate utilizing the latest A/V technology for over 45 years and welcomes any opportunity to support the A/V system needs of TIPS members.

6 Primary Contact Name

Primary Contact Name

Jim Tulberg

7 Primary Contact Title

Primary Contact Title

Government Contract Coordinator

8 Primary Contact Email

Primary Contact Email

tulbj@fordav.com

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5128405018"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4059469991"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="David Allen, E.E.T."/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Chief Operating Officer"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="alled@fordav.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5128405005"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4059469991"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Jim Tulberg"/>

19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="tulbj@fordav.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5128405018"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Jim Tulberg"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="tips@fordav.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5128405018"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.fordav.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="730947837"/>
26	Primary Address Primary Address <input type="text" value="4800 West Interstate 40, Frontage Road"/>
27	Primary Address City Primary Address City <input type="text" value="Oklahoma City"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="OK"/>
29	Primary Address Zip Primary Address Zip <input type="text" value="73128"/>

3
0**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, Teleconferencing, Video Conferencing, Sound, Speaker, Video Display, Network, Projector, Screen, Television, Video Wall

3
1**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

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 include 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.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

3
2**Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3
3**Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4**Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied 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%.

3
6**Yes - No**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

3
7**TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to 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.

3
8**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

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.

3
9**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

47

41 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: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

42 Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

YES

43 Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

Yes

44 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

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

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

4
5**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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.

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>

There is an optional upload for this form provided if you have a conflict and must file the form.

4
6**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
7**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.

4
8**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
9**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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.

Suspension or Debarment Instructions

Instructions for Certification:

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

5
1**Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the 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 answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
2**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 by answering YES 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.

5 3 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.

5 4 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 5 2 CFR PART 200 Termination

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

Pursuant to 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?

5
6**2 CFR PART 200 Clean Air Act**

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
7**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?

5
8**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?

5 2 CFR PART 200 Procurement of Recovered Materials

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?

Yes

6 0 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.

I HAVE NOT Lobbied per above

6 1 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6
2

Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

6
3

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

No response

6
4

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?

6
5

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 MAY 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?

6
6

Remedies Explanation of No Answer

6
7**Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

6
8**Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6
9**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?

7
0**Infringement(s) Explanation of No Answer**7
1**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.

7
2

Payment Terms and Funding Out Clause

Payment Terms:

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?

7
3

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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.

7
5**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7
6**Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is 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>

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

YES

7
7**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

7
8**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

7
9**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.

8
0**Agreement Deviation/Compliance**

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

8
1**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
2**Felony Conviction Notice**

Texas Education Code, 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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

8
3**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

8
4**Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

8
5**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

8
6**Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

8
7**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

8
8**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

8
9**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
0**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
1**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the [TIPS Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
2**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

TIPS - RFP # 200904 Audio Visual Equipment, Supplies, and Services

References:

FORD AUDIO-VIDEO SYSTEMS, LLC

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

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of Burleson	Mark Eder	meder@burlesontx.com	817-426-9672
City of Midlothian	Mike Weiss	mike.weiss@midlothian.tx.us	972-775-7111
Gillespie County	John Keller	jhkeller@gillespiecounty.org	830-992-2620
Austin Convention Center	Joel Baumwart	joel.baumwart@austintexas.gov	512-404-4036
City of Southlake	Ms. Kodi Wilder	kwilder@ci.southlake.tx.us	817-748-8286

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Ford Audio-Video Systems, LLC
(Name of Corporation)

Clair M. Ford certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

David Allen, E.E.T.
(Name of person who completed proposal document)


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

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

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



CORPORATE SEAL if available


SIGNATURE

9/21/2020
DATE

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), you **must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Ford Audio-Video Systems, LLC

Name of company

David Allen, E.E.T., Chief Operating Officer

Printed Name and Title of authorized company officer declaring below the confidential status of material

4800 West I-40 Frontage Road

Oklahoma City

OK

73128

512-447-1103

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Signature



Date

10-10-20



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Ford Audio-Video Systems LLC DBA Ford AV

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

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

Certification Granted: November 4, 2011

Expiration Date: November 4, 2020

WBENC National Certification Number: 2005119291

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



WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

NAICS: 238210, 334310, 443142, 541330

UNSPSC: 32000000, 39111504, 43200000, 45111700, 45111800, 45111900, 45120000, 52161500, 72151602, 72151603, 72151605, 72151701, 72151702, 72151703, 81101700



**South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:**

Ford Audio -Video Systems LLC

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

***Women Business Enterprise (WBE)**

Certified NAICS Codes:

NAICS 238210: AUDIO EQUIPMENT INSTALLATION (EXCEPT AUTOMOTIVE) CONTRACTORS

NAICS 334310: AUDIO AND VIDEO EQUIPMENT MANUFACTURING

NAICS 443142: ELECTRONICS STORES

NAICS 811219: OTHER ELECTRONIC AND PRECISION EQUIPMENT REPAIR AND MAINTENANCE



Certification Number: 219063191

Effective Date: June 5, 2019

Expiration Date: June 30, 2021

**Charles Johnson,
Executive Director**

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.



Women Business Enterprise (WBE)
Ford Audio -Video Systems LLC DBA Ford
AV

Ford Audio -Video Systems LLC DBA Ford AV

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238210: ELECTRICAL CONTRACTORS
NAICS 334310: AUDIO AND VIDEO EQUIPMENT MANUFACTURING
NAICS 541330: ENGINEERING SERVICES

This Certification commences July 8, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: July 31, 2021
Issued Date: July 8, 2019
CERTIFICATION NO. WFWB30644N0721



Ericia Mitchell

Certification Administrator



Let It Be Known

Ford Audio Video

Has been awarded the designation of **AV Provider of Excellence (APEX)** from AVIXA by annually demonstrating their commitment to providing quality service to customers, upholding high standards, and advancing industry excellence.

06/12/2015

Designation Awarded

06/30/2021

Expiration/Renewal Date

A handwritten signature in black ink that reads "Joe Pham".

Joe Pham, Ph.D., President, AVIXA



AUDIOVISUAL AND INTEGRATED EXPERIENCE ASSOCIATION



The AV Industry's highest designation for AV integrators and consulting firms that meet stringent standards of industry excellence.

- Conformance to industry best practice standards
- Minimum 15% of employees with InfoComm Certification
- Employees with certifications from CompTIA, PMI, Green Building Certification Institute, and other supporting organizations
- Positive customer response surveys
- Attendance at continuing education classes



Platinum Dealer
Control Designer
Programmer Level 1, 2, and 3



Gold Partner
Certified Technical Specialist



Platinum Dealer
Emerging Technologies Certified
Global Configuration Certified



Gold Partner



Gold Elite Partner
Digital Media Certified Designer
Advanced System Builder
Essentials of Programming
Intermediate Programming
Systems Configuration



Master Certified Dealer
Aviation / Airport Communications
Transportation Communication
(Non-Airport)
Mass Notification



VIP Platinum Dealer
VIP 3D Mirage Integrator
MicroTile Certified



IQ Systems Certification



Professional Level Partner



Select Certified Channel Partner
Small and Mid-size Business
Specialization
Cisco Solution Partner
Cisco ATP - Telepresence Video
Express



Premier Partner



Professional Level Partner
RealPresence Platform Certification
Video Endpoints Certification
Federal Specialization
RealPresence Solutions
Specialization



PROJECT MANAGEMENT

Avigilon; Shure; Cisco CCENT; Cisco CCNA R&S; Cisco CCNA SECUR; Cisco EVER; Cisco SER; Cisco SMB; Clearone; Crestron DMCD; Crestron P101; Crestron P201; Crestron SSD; CTS; CTS-D; CTS-I; DOT; Extron ET; First Aid CPR; Globalcom ACS; Hilti; Hilti Firestop; IED Globalcom; Lift Boom; Lift Fork; Lift Scissor; MS COMPTIA A+; MS MCSE; OSHA 10; OSHA 30; PMP; Scaffold

PROGRAMMING

Crestron CP; Crestron CTI-CSD; Crestron CTI-F; Crestron CTI-SG; Crestron DMCD; Crestron DMCE; Crestron DMC-T; Crestron P101; Crestron P201; Crestron P301; Extron CP; Extron ET; Lift Boom; Lift Scissor

SUPPORT / SERVICE

Biamp; Biamp VOIP; Clearone; Crestron 4K; Crestron DMCD; Crestron IP; Crestron P101; Crestron P201; Crestron SB; Crestron SSD; CTS; CTS-I; DOT; Hilti; Hilti Firestop; IED Airport; IED Globalcom; Lift Boom; Lift Scissor; OSHA 10; QSC L1; QSC L2

ASSEMBLY

CTS; DOT; Hilti; Hilti Firestop; Lift Boom; Lift Fork; Lift Scissor; OSHA 10; Scaffold

ENGINEERING

AMX DESIGNER; Biamp; Biamp AUDIAFLEX; Biamp VOIP; BSS Harman SOUND; Clearone; CORNING LEVEL 1; Crestron 4K; Crestron CCS; Crestron CP; Crestron CTICSD; Crestron CTI-F; Crestron CTI-SG; Crestron DMCD; Crestron DMCE; Crestron DMC-T; Crestron IP; Crestron LCSP; Crestron P101; Crestron P201; Crestron SSD; CTS; CTS-D; CTS-I; DANTE; DANTE L1; DAS COMMSC FUND; DAS TE CO P&S; DOT; ETC; Extron; Extron CP; Extron ET; Extron XTP; First Aid CPR; Globalcom ACS; HARMAN ARCHIT; HARMAN PROG; Hilti; Hilti Firestop; IBWAVE; IED Airport; IED Globalcom; IEEE; JBL; Lift Boom; Lift Scissor; OSHA 10; OSHA 30; PE; Polycom ATX; Polycom RPCOT; QSC L1; QSC L2; Scaffold; Shure Microflex; SYN-AUD-CON; SYNAUDCON SSD

INSTALLATION

Clearone; Crestron CP; Crestron CTICSD; Crestron CTI-SG; Crestron DMCE4K; Crestron DMC-T; Crestron DMCT4K; Crestron P101; Crestron P201; CTS; CTS-D; CTS-I; DAS IBWAVE L1; DOT; Extron CP; Extron CS; Extron XTP; First Aid CPR; Globalcom ACS; Hilti; Hilti Firestop; IED Globalcom; JCIT L2; JCIT L4/LEAD; Lift Boom; Lift Fork; Lift Scissor; OSHA 10; OSHA 30; PMP; Polycom BASIC; QSC L1; Scaffold; SYNAUDCON SSD

HIGHLIGHTS

- > 2 Licensed Professional Engineers (PE)
- > 2 Project Management Professionals (PMP)
- > 130+ Crestron Certifications
- > 80+ Certified Technology Specialists
- > 100+ Job Installation Team Members
- > 70%+ OSHA 10 | 40%+ OSHA 30 Certified Installers

GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD AV GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford AV will be free of deficiencies and defects, and will be repaired, free of charge, for a period one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.
- c. All equipment and materials provided by Ford AV that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. If any questions arise now or in the future about the installation or operation of the system, a Ford AV engineer will be available to assist and answer any questions by phone.
- e. The warranty does not include, nor cover expendable materials used with the system installation (e.g. light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- f. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by Ford AV to be billable time to the Customer at Ford AV's standard engineering rates.
- g. Procedures such as routine preventative maintenance functions (e.g. keeping filters clean, keeping system environment free from foreign materials, etc.) is the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- h. If warranty work is necessary within the warranty period, Ford AV will, at its option, repair the defective equipment or return it to Ford AV's service center for repair.
- i. Repairs, modifications, or other work performed by personnel not authorized by Ford AV during the period of warranty on any equipment of the system may invalidate the warranty.
- j. Ford AV will not be responsible for damages, or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford AV prior to acceptance of the system by the Customer.
- k. Ford AV may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford AV.



Ford Audio-Video Systems, LLC (Ford) - Executive Summary

TIPS RFP # 200904 Audio Visual Equipment, Supplies, and Services

Ford Audio-Video Systems LLC (Ford) is pleased for the opportunity to provide our response to the above referenced TIPS RFP # 200904 for consideration. Ford has been partnering with TIPS members since 2013 providing our services and expertise in supporting any needs they may have regarding the audio-video systems in their facilities and looks forward to nurturing those relationships well into the future.

Ford understands that TIPS members have many choices when choosing vendors and that they want to be sure they are spending their valuable budget dollars with top quality vendors. To assure TIPS that Ford is a top-quality vendor partner, we have included some background on our company history, capabilities and an overview of our presence in the government market which demonstrates our ability to meet any A/V system needs that may arise from a contract resulting from this RFP. We have also included a comprehensive sampling of recent Ford project profiles which show our strengths and abilities to engineer and install complex A/V systems for government facilities nationwide.

Ford Audio-Video Systems LLC (Ford) was founded in 1973 and has been operating under the same management since our inception. Our CEO Claire Ford focuses on daily company operations and processes, while our President Jim Ford, a registered Professional Engineer, focuses on sales and engineering. Under their guidance, Ford AV has grown to become one of the Top 5 commercial AV technology integrators in the United States and currently has over 530 employees nationwide.

Ford is a certified Women Owned Business (WBE), operates with no debt, and is bondable up to \$50M per project. Ford also holds an AVIXA APEX Certification which is recognition that our daily operations meet the highest AV industry standards. Ford was also chosen as the 2018 Integrator of the Year by Commercial Integrator which is valued recognition of the hard work of all of our employees.

Ford's core business focus is the design, installation, and service of sound, video, and lighting systems; including video conferencing, digital signage, command and control room, sound masking, distributed antenna systems, broadcast video, content recording and web streaming applications. We provide our services in any market that requires commercial grade AV equipment and solutions. The vertical markets we service include business, government, education, entertainment, healthcare, house of worship, museums, retail, sporting venues and transportation.

The foundation of Ford's operations is our large Job Center of over 350 employees that are focused on executing each project with excellence. Ford routinely has over 50 project teams dispatched across the country each week installing our engineered AV solutions and we complete over 700 projects annually with billings in excess of \$10M per month. Each project is assigned a team, which includes Project and Field Engineers, Network Administrators, Programmers, Project Managers, Contract Managers, Job Superintendents, Installation Technicians, Trainers and Field Service Engineers. Over the past 46+ years, Ford has refined our business model to be efficient in all project phases including the, design, engineering, assembly, installation, and effectively utilizing our skilled talent on every project.

Ford is passionate about "Helping People Communicate" and our hard-earned reputation is the result of our commitment to each customer to provide the most advanced cost-effective solutions possible that meets all their requirements. Our customers know that the attention to detail we place on all phases of every project along with the quality of workmanship we put forth installing our systems consistently produces results that often exceed their expectations.

Ford's operations are centralized in our 75,000 sqft corporate headquarters in Oklahoma City, OK where we house our Job Center (JC), Technical Assistance Center (TAC) and administrative personnel to support the 10 division and 8 support offices we have across the country. Our OKC headquarters has a very large warehouse that is capable of assembling and staging equipment for large scale projects when necessary and is also where we maintain our rental equipment inventory. All service calls are also received and dispatched nationwide from our TAC center in OKC.

Ford's 15 division offices average approximately 20,000 square feet which provides each of division with sufficient space to receive any equipment necessary for ongoing projects as well as assemble, test, and stage AV systems for final installation onsite with our customers. All our division offices have experienced service teams on hand to support our customers to ensure their AV systems and equipment are functioning properly and downtime kept to a minimum whenever service issues may arise.

Oklahoma City / Corp. HQ
4800 West I-40 Frontage Rd.
Oklahoma City, OK 73128
405-946-9966

Tulsa
8349 E. 51st Street
Tulsa, OK 74145
918-664-2420

Dallas
4901 Statesman Drive
Irving, TX 75063
972-241-9966

Austin
7901 E. Riverside Drive # 125
Austin, TX 78744
512-447-1103

Houston
4380 Blalock Road
Houston, TX 77041
713-690-0555

Denver
4230 Carson Street
Denver, CO 80239
720-374-2345

Phoenix
920 E. Madison St. # 140
Phoenix, AZ 85034
602-643-4200

Atlanta
2180 Satellite Blvd.
Duluth, GA 30097
800-654-6744

Salt Lake City
Greater Salt Lake Area
Salt Lake City, UT 84101
801-401-9966

Philadelphia
341 Route 168 South
Turnersville, NJ 08012
800-654-6744

San Francisco
48551 Warm Springs Blvd.
Fremont, CA 94539
800-654-6744

Washington, D.C.
4640 Forbes Blvd.
Lanham, MD 20706
301-683-0101

Las Vegas
6255 S. Sandhill Rd. # 100
Las Vegas, NV 89120

Honolulu
Daniel K. Inouye Int'l Airport
Honolulu, HI 96819

New York City
200 Park Avenue # 1700
New York, NY 10166

Support Offices: Chicago, Detroit, Kansas City, Little Rock, San Antonio, & Wichita

Over the past 4 ½ years Ford has completed over 400 AV Projects in excess of \$ 50M for government facilities nationwide. The sampling of recent government projects below which encompassed a broad range of technology, size and scope provide credence of our proven ability to support and service any potential AV system needs that TIPS members may have when utilizing a TIPS Cooperative Purchasing contract.

Job Name	Job Total	Job Name	Job Total
CITY OF PHOENIX CONVENTION CTR	\$3,573,356.00	COLORADO OLD SUPREME COURT	\$91,606.00
AUSTIN ENERGY NOC VIDEO WALL	\$1,141,561.00	FAA TSI TRAINING ROOM	\$87,800.00
CDOT DENVER REGION 1 HQ	\$982,189.00	TULSA HOUSING AUTHORITY	\$83,759.00
CITY OF PLANO EOC	\$716,547.00	MONTGOMERY COUNTY SHERIFF CONF	\$81,279.00
CITY OF LAWTON DPS FACILITY	\$567,260.00	NEW BRAUNFELS CONV CTR	\$79,832.00
CITY OF DEER PARK CITY HALL	\$469,485.00	CITY OF TAYLOR CITY COUNCIL	\$77,575.00
CITY OF SUGAR LAND COUNCIL CHA	\$343,386.00	CITY OF FARMERS BRANCH FIRE	\$69,555.00
RICHARDSON CITY COUNCIL CHAMBE	\$342,679.00	CITY OF GRAND PRAIRIE PD CRIME	\$68,193.00
MONTGOMERY COUNTY COURTROOMS	\$314,000.00	DURHAM COUNTY EOC UPGRADE	\$66,843.00
WILCO EXPO CENTER	\$289,320.00	HOUSTON HIDTA CONF ROOM	\$56,553.00
CITY OF SOUTHLAKE DPS NORTH	\$174,627.00	TEXAS WORKFORCE COMM COURTROOM	\$50,290.00
WILLIAMSON COUNTY ESOC	\$149,788.00	TEACHER RETIREMENT SYS 12TH FL	\$49,291.00
PRESCOTT VALLEY POLICE DEPT.	\$134,396.00	CITY OF MESQUITE AUDIO	\$46,671.00
US DEPARTMENT OF JUSTICE	\$121,968.00	CITY OF MIDLOTHIAN COUNCIL CHA	\$46,030.00
TINKER FCU OPC P5 CONF ROOM	\$121,114.00	CITY OF OKC SW 15 LOCKER ROOM	\$40,768.00
BRAZOS COUNTY JUVENILE CTR	\$109,498.00	VANCE AFB AUDITORIUM	\$39,490.00

Ford is excited for the opportunity to continue to nurture our relationship with TIPS and its members. When partnering with Ford, TIPS members can be assured that they will receive high-quality, long-term, A/V system solutions to meet their specific requirements and expectations.

December 2018 | commercialintegrator.com

Commercial INTEGRATOR

THE BUSINESS HANDBOOK FOR TECHNOLOGY PROFESSIONALS

INTEGRATOR OF THE YEAR

Ford AV proves that 'principle-based management' not only still exists but can lead to 45 years of sustained growth and success with no end in sight.



Jim Ford, Ford AV

INTEGRATOR OF THE YEAR

FORD AUDIO-VIDEO

Principle-based management helps earn new business from longtime clients and find new ones. It also helps with recruiting, as some employees with 30+ years at the company will tell you ... but don't think for a second Ford AV is stuck in the '70s. **By D. Craig MacCormack**



A LOT HAS CHANGED about the AV industry since Jim and Claire Ford opened their namesake company in 1973. Through all of those changes and amidst turmoil across the industry, Ford Audio-Video has remained a constant.

From its early days with only a handful of employees through today's staffing levels of more than 500 people spread around the country, Jim Ford says Ford Audio-Video has remained rooted in "principle-based management," an old business mantra that he says "is more important than making money."

That said, Ford AV has done their fair share of that too, with \$135 million in revenue and 750 commercial installations spread across myriad vertical markets, including — but not limited to — corporate, government, healthcare and education.

We chose Ford AV as our 2018 Integrator of the Year for all of those reasons, and then some. Let's hear more about how the

Fords have balanced sticking to their principles with helping the business they founded grow for 45 years.

"We're large enough to do virtually any type of job, but we're still managed and led by the same group that's led us for the last 30 years," says Jim Ford. "So many [AV integrators] appear to be the same today."

"Our primary focus is keeping our promises to customers. It's easy to talk, it's easy to sell, but it's hard to do the work. Once you get to a certain point of success, it's good for your employees to believe in a company that's interested in doing the right thing. It's good for your customers too. The day they believe you're working on their behalf is the day they'll trust you more," he says.

To punctuate his point, Ford talks about how a convention center company in Las Vegas that first became a Ford AV customer about 20 years ago recently called to ask about refreshing its technology.

"That's a big thing when they start to rely on you and to trust you," says Ford. "Just answering calls and responding to emails is a giant first step."

Stability and Principles

As mentioned, the Fords are part of a management team that has largely remained the same for the past three decades. That's a huge asset that's helped Ford AV be able to clearly articulate their mission and philosophy both internally and externally.

"We're sticking with a sense of principles," says Jim Ford. "When you do that, your employees see that."

Most major decisions at Ford AV are made by division managers. The leadership team holds monthly meetings to talk about the future of the company, but there are no plans for any management changes any time soon, he says. That doesn't mean they're not thinking about the next generation of Ford AV leadership.

"We're completely open to look at our future," says Ford.

It's not just leadership; Ford AV boasts many employees who



have been with the company for more than 30 years. Corporate VP Bryan Burdick went from being a Ford AV customer to Ford AV sales rep in 1978.

“We’re a company of integrity and a family,” says Burdick, who was a 20-year-old live sound engineer when he joined the Ford AV team. “We work as one company, not a bunch of separate companies. We’re always interested in helping people grow and take on more responsibility.”

Scott Abbott joined Ford AV about 14 years ago after the coffee company for which he was CEO was bought by Sara Lee and he was eventually let go after the transition was completed.

He remembers applying for a division manager position in Ford AV’s Oklahoma City office and getting a call from Claire Ford seven minutes after he submitted his resume, even though he didn’t have specific AV experience.

“I had played in bands and knew about live event equipment,” says Abbott. He moved up to director of marketing before taking on division manager roles in Denver, Houston and Las Vegas, then going to director of sales before taking on his current role as VP of sales.

“In 21 years prior to Ford AV, I worked for one company but it had three different owners,” says Abbott. “You think you’re sta-

Ford AV employees are constantly trained on the latest techniques and approaches to AV integration. President Jim Ford (opposite page) says the company’s leadership team is hands-on and remains in close contact with everyone across the company.



Ford Audio-Video

PRIMARY LOCATION: Oklahoma City, Okla.

ADDITIONAL LOCATIONS: Full-service offices in Atlanta; Austin, Texas; Dallas; Denver; Honolulu; Houston; Las Vegas; New York City; Philadelphia; Phoenix; San Francisco; Tulsa, Okla.; and Washington, D.C. Support offices in Chicago; Detroit; Kansas City, Mo.; Little Rock, Ark.; Salt Lake City, Utah; San Antonio, Texas; and Wichita, Kan.

PRINCIPALS: CEO Claire Ford; president Jim Ford, PE; corporate VP David Allen; corporate VP Bryan Burdick; and VP of sales Scott Abbott

WEBSITE: fordav.com; fordav.church

YEARS IN BUSINESS: 45 years (opened in 1973)

EMPLOYEES: 525

TOTAL REVENUES: \$135 million
(all from commercial projects)

NUMBER OF COMMERCIAL INSTALLS LAST YEAR:
750 in 2017

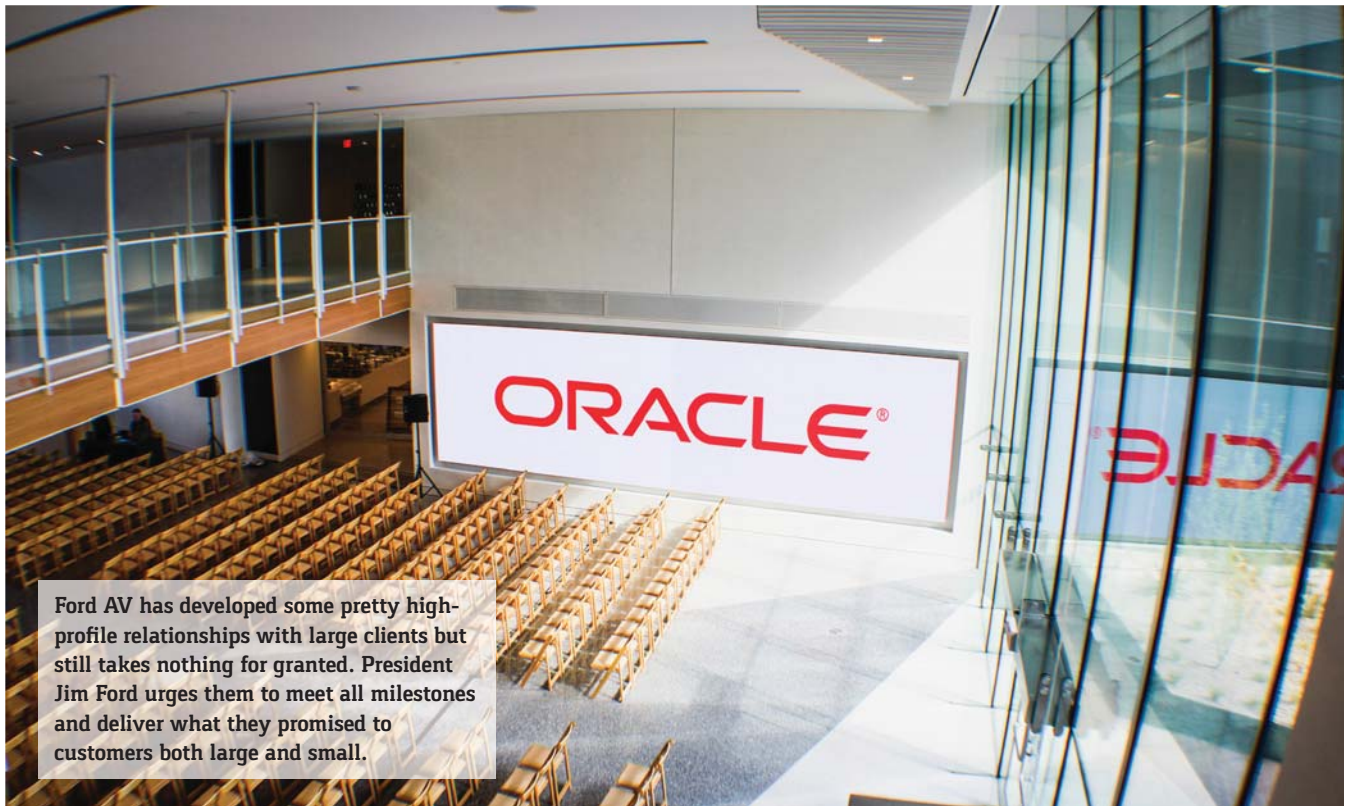
TOP VERTICAL MARKETS: corporate, government, healthcare and education

TOP 5 BRANDS: Samsung, Crestron, Biamp, Harman, Sony

“My company does the delivery of large complex technical projects on time better than any other company.”

CI SNAPSHOT





Ford AV has developed some pretty high-profile relationships with large clients but still takes nothing for granted. President Jim Ford urges them to meet all milestones and deliver what they promised to customers both large and small.

ble and safe, then someone else comes in and has a different idea about how to run the company.”

As a privately held company, Ford AV boasts stable ownership and a profitable business approach, says Abbott. That’s probably why so many employees have stayed with them for so long.

“Some of these conglomerate companies hold on to a business for four or five years, then dump it. They tend to be unstable and the customer ends up suffering when the management and direction keeps on changing,” he says.

“The policies we put in place here don’t waver,” says Abbott. “Our mission is to use our reputation and our work to make the customer confident they’re making the right decision. It’s not just about growth. It’s about stability. A lot of people have worked for a company that’s been sold, then they’ve gotten laid off. It’s very comforting to know that your paycheck will never bounce and this company will be here when you retire.”

If you had to use Twitter to describe what your company does what would you tweet?

@Ford AudioVideo designs, installs, rents and services professional sound, video and lighting systems for businesses and places of worship

And while the company has continued to grow in size, scope and geography, “we’re still small enough that we know almost all of the employees,” says Jim Ford.

“We’re very hands-on and we always promote from within whenever we can. It makes life easy when you work with people you trust. It makes it fun to come to work,” he adds.

The Right Mix of People, Projects

Ford AV has always made sure to load its staff with engineers, but Jim Ford knows how important it is to also have people with a background in the arts “who are creative” among its employees.

“We hire a lot of technical people, but our basic nature is to be looking forward all the time,” he says. Ford AV has seen an influx of young employees within the past five to 10 years to help to carry the company forward into the future.

Today’s hires — and those who’ve been with the company for decades — “better be good at networking and programming” if they’re going to thrive in an environment that’s become more focused on AV components on IT networks, says Jim Ford.

“If you’re not strong in networking, it’s probably going to fail on the systems you’re installing,” he says.

Ford AV has long had its own full-time internal training staff to help employees stay current on the latest certifications. For some, that means monthly or even weekly sessions in the classroom.

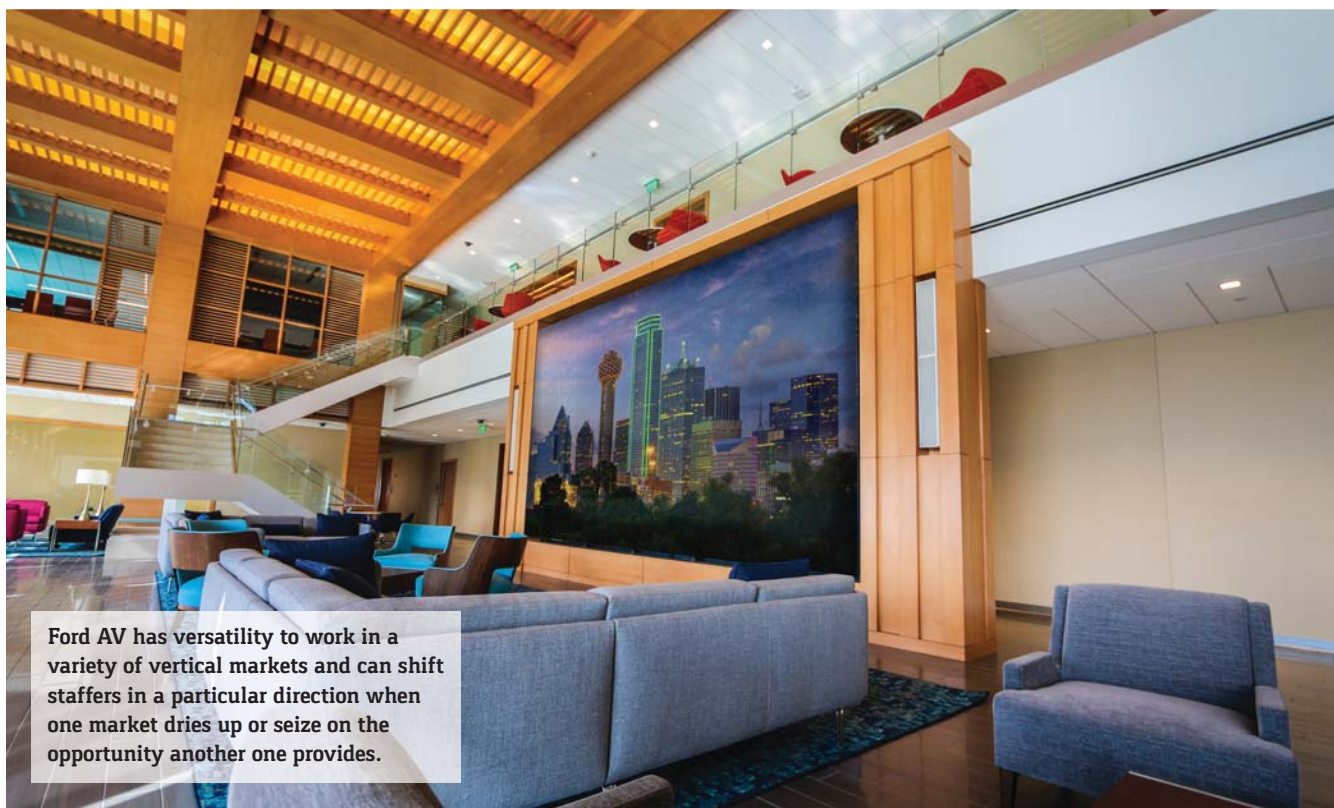
That training brings about consistency in performance and execution from all Ford AV offices, says Ford.

“One of the biggest issues with this industry is being able to deliver a quality product from every office,” he says. “We look at Ford AV as one big technical resource.

“You have to have processes in place and make sure people follow those processes. One question that hovers over every decision the company makes is, ‘Who has the personal desire to be excellent?’”

Whether Ford AV is working in stadiums, churches, hospitals or airports, “the technology is almost the same in any market,” says Ford. “We don’t know where the next opportunity is going to come from.

“If you rely on one vertical, it can lead to some trouble,” he says. Abbott agrees, saying “we have enough irons in the fire that we



Ford AV has versatility to work in a variety of vertical markets and can shift staffers in a particular direction when one market dries up or seize on the opportunity another one provides.

can respond to areas where the opportunities are really strong.” That includes Ford AV’s rental and service departments.

“We’re so diversified in what we do,” says Burdick. “We’re able to shift gears quickly.”

Jim Ford was president and chairman of the then-InfoComm International board as part of his nine-year tenure and was a member of the InfoComm Asia board too.

That experience “gave me time to think about the future of AV and it really helped our company,” he says.

How Times Have Changed

Looking back on 45 years running an AV integration company, Jim Ford says “technology was simple and business was simple” when

he and Claire took the plunge into the space in 1973.

“It’s far more complicated now,” says Jim Ford. “The demands and expectations of customers are much higher now. That’s why being able to execute on your promises is so important.”

Technology has come and gone and competitors have opened and closed in the past 45 years, but Jim and Claire Ford remain committed to a company that operates using simple principles that have deep roots in everything they do.

“Our philosophy is: be an expert, work hard and treat people fairly and honestly,” says Jim Ford. “We’ve always been about growing out of success. When you get an opportunity, are you ready for it?”

When Burdick joined Ford AV, “there was no Internet so you had to educate the customers.” For Ford AV, that meant extended hours on Thursday nights, office hours on Saturdays and training classes.

“Our primary focus is keeping our promises to customers. It’s easy to talk, it’s easy to sell, but it’s hard to do the work.”

—JIM FORD, PRESIDENT

EVERYTHING ISN’T ALWAYS PERFECT

JIM FORD’S BIGGEST PET PEEVE about those in the AV industry is “undervaluing the products and services that we sell.”

He believes AV as an industry doesn’t always give itself enough credit for the value it brings to its customers.

Ford gets frustrated on those rare occasions when the company misses a milestone, particularly on a large project. In those instances, it’s up to leadership to gather the facts, determine possible solutions and execute on the best one.

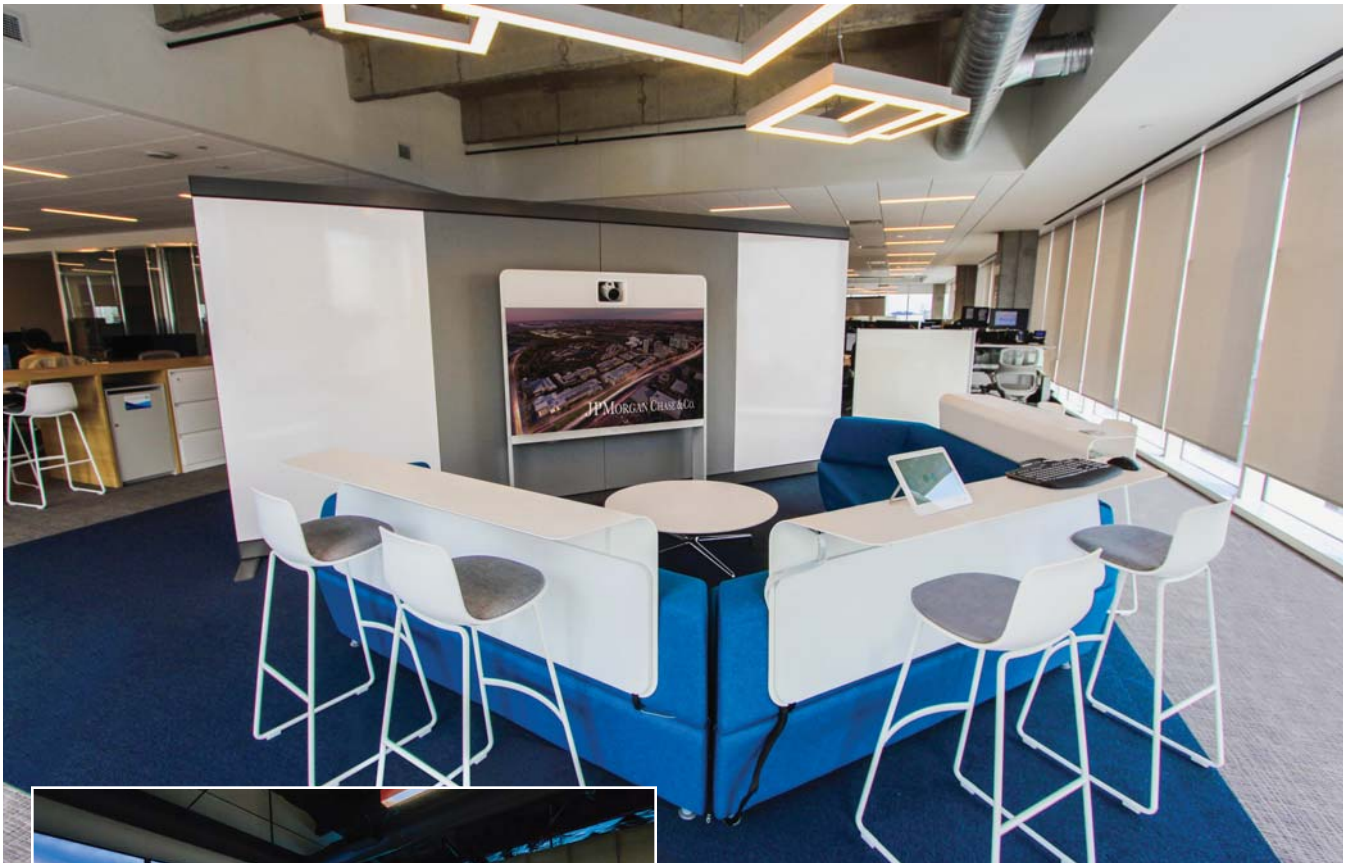
“If you get the team around the table, you almost always can figure out what you should do to correct the problem you’re having,” he says. “It’s not acceptable to promise to do something and then not do it.”

Looking to the Future

When you listen to Ford talk about his time in the AV integration space, there’s never a sense he’s ready to walk away from it — or even thinking about it. He seems to get just as big of a charge out of the word Ford AV does as ever.

“I’m astounded by the opportunities that appear seemingly every week,” he says.

Burdick is equally enthusiastic about his place with Ford AV



From corporate to health care to government to education and beyond, customers from myriad backgrounds know they'll get exactly what they asked for when Ford AV is their AV integrator.

going forward.

"This industry is fun for me," he enthuses. "Audio-visual technology is ever-changing and we get to refresh and change and grow with our knowledge. I like interacting and making a difference in the industry and in people's lives. I don't see any end in sight."

Ford AV added a call center about 10 years ago and it continues to improve the service offerings it provides for customers, although that's always been part of what the integration firm has done, says Ford.

"Making it work has always been part of what we do," he says.

Ford AV has also seen itself go global in a sense in the past decade, working with partners in various countries when U.S.-based customers want to expand their offerings overseas. In those cases, Ford AV does the design and engineering and relies on local partners to do the actual installation.

Global support has become a bigger part of the business in the past five years, says Jim Ford.

Burdick has worked closely with Cisco on opportunities for Ford AV and says that's a big part of what they do today.

"AV used to revolve around broadcast," he says. "Today, it's more about consumer electronics and IT."

Abbott has no doubts the future of Ford AV is strong and he expects the next generation of leaders to build on what the company has done for its first 45 years.

"There are people behind us chomping at the bit to get their opportunity someday," he says. **CI**



Ford AV provides design, installation and service of sound, video and lighting systems. Customers include training centers, corporate boardrooms, government, houses of worship, education, entertainment, airports, and sporting venues. Established in 1973, Ford is one of the top 10 AV technology integrators in the United States.

Ford is renowned in the industry for successfully executing projects of any size and scale for customers with the most aggressive timelines, budget and job site conditions. At the core of this is a large Job Center that is focused on providing an exceptional customer experience by executing each project with excellence. Each project is assigned a team, which includes Project and Field Engineers, Network Administrators, Programmers, Project Managers, Contract Managers, Job Superintendents, Installation Technicians, Training and Service Technicians.

Ford has been awarded the APEX Certification, which is the highest AV integrator status by InfoComm International. It indicates that the integrator has achieved their highest standards for system procedures and customer satisfaction.

Jim and Claire Ford founded Ford AV, a Woman-Owned Business. Claire Ford is the CEO and focuses on daily company operations and processes, while President Jim Ford, a registered Professional Engineer, focuses on sales and engineering.

GENERAL INFORMATION

- › **\$120 Million Annual Sales**
- › **600 Projects Annually**
- › **Coverage throughout the U.S.**
- › **Woman-Owned Business**
- › **Full-Service Locations** | Oklahoma City (HQ), Tulsa, Dallas, Denver, Austin, Las Vegas, Houston, Phoenix, New Jersey, Atlanta, and Honolulu
- › **Support Offices** | San Jose, Detroit, Kansas City, Wichita, Columbus, Washington D.C., and San Antonio

CAPABILITY

- › **Contractor Licenses in 25 States**
- › **\$50 Million Bonding Capacity**
- › **250+ in-house, full-time Job Center Personnel**
- › **Industry Certifications** | CTS, CTS-D, CTS-I, APEX, CCNA, CCNP, PMP & Licensed PE
- › **Manufacturer Certifications** | Crestron, AMX, Cisco, Polycom, AtlasIED and more

PERSONNEL

- › **475+ Full-Time Employees**
- › **60+ Degreed Engineers**
- › **25+ Project Managers**
- › **35+ Job Superintendents**
- › **125+ Installation Technicians**
- › **30+ Dedicated Service Technicians**

GENERAL INFORMATION

Established in 1973, Ford AV is a privately owned Audio/Video Integrator that specializes in the installation of complex technical systems on heavy construction sites and under demanding time schedules.

Single Focus | Engineering and service-based; focused on the design, installation and service of AV systems

Minority Owned | Women-Owned Business Certification

Full-Service Locations | Oklahoma City (Headquarters), Houston, Dallas, Denver, Austin, Las Vegas, Tulsa, Phoenix, New Jersey, Atlanta, and Honolulu

Support Offices | Support staff in Detroit, Kansas City, Wichita, San Jose, Columbus, Washington, D.C., and San Antonio

Human Resources | Employs over 475

Licensing | Low voltage licenses in 20 states. Ford employs licensed Professional Engineers (PE) and is licensed to perform engineering

Financial | Ford AV operates with no debt; has audited financial statements; and is bondable to \$50 million

JOB CENTER

The Job Center is responsible for the execution of each project. Each office provides engineering, programming, design, project management, field supervision, field engineers, installation technicians, service, and sales.

Job Center Staff | Responsible for executing the engineering, management, and installation of all jobs. This includes 60 engineers and programmers, 25 project managers, 35 job superintendents, and 125 installation technicians.

No Outsourcing | No outsourcing of engineering, programming or installation work. Ford self performs all work except jobs where union labor is required. In this case, a union electrical contractor is hired.

Safety | Safety is PRIORITY ONE. Ford's Safety Officer begins each week with a companywide safety meeting, video conferenced to all offices. Daily job site safety meetings are conducted. Ford's Job Superintendents have OSHA-30 certifications and most installation personnel have OSHA-10 certifications maintaining a low EMR rating.

Quality Assurance Team | Job site visits ensure safety regulations and best practices are followed.

Nationwide | An average of 40 installation crews work across the U.S. each week, with an installation run rate of about \$2 million per week.

Engineering | Staff includes two Registered Professional Electrical Engineers. Ford is proficient with 3D (Revit) and Building Information Modeling (BIM) CAD drawings.

Project Resources | Every job is assigned a Project Manager, Project Engineer, Job Superintendent and an Account Manager. Large projects may have multiple Engineers and Job Superintendents.

FAST FACTS

\$120
Million Annual Sales

600
Projects Annually

475+
Full-Time Employees

11
Full-Service Offices

CLIENTS

AT&T

Dell

DFW International
Airport

ExxonMobil

J.W. Marriott

M.D. Anderson

State Farm

PURCHASING CONTRACTS

BuyBoard

GSA

NCPA

OMES of Oklahoma

State of Arizona - Procure AZ

State of Texas - DIR

TIPS Interlocal Purchasing
Systems

UT Supply Chain Alliance
(And others)

NETWORKING

Certifications | Ford AV employs Cisco CCNA and CCNP certified team members and is a Cisco VAR.

Internal Network | Ford manages a MPLS data network between offices without outsourcing IT, networking, server, or data storage functions. Ford utilizes Skype for Business, Polycom, and Cisco videoconferencing on a daily basis.

Experience | Ford provides full integration, configuration, and maintenance of videoconferencing systems and bridges including Polycom, Cisco, LifeSize, and Skype for Business.

Design Collaboration | IT personnel collaborate with AV design teams on projects with AV systems that operate on a corporate network. IT engineers collaborate with the owner's IT group to ensure all networked systems are correctly configured to support the AV system.

CUSTOMER SERVICE & SUPPORT

Ford AV's Technology Assurance Program provides service options after the installation is complete. The Technical Assistance Center is independently managed and provides a call center staff with tier one, two, and three technical support personnel.

Responsive | The Technical Assistance Center responds to service requests 24/7/365 using a toll-free number and web form.

Service Level Agreements | SLA's are custom tailored to meet the customer's requirements and can include on-site operational support.

Web Portal | A web portal provides access to the customer's current and prior jobs, work orders, sales orders, and includes system drawings, operation manuals, inventory of AV devices by campus, building, floor, room, and more.

Global Support | Ford AV provides international service and support for companies with global operations.

Dedicated Enterprise Support | A dedicated Enterprise Service Manager is assigned to customers who have AV assets dispersed across multiple buildings, states, and countries.

TRAINING & TECHNOLOGY ADOPTION SERVICES

Ford AV maintains a dedicated Customer Training Group to provide technology adoption and training services.

Customized Training | Customized training materials and classes are created to meet the customer's unique needs.

Training Collaboration | The Training Center collaborates early in the project to discuss and design a training program that meets the customer's requirements.

Training Deliverables | Deliverables can include Quick Start Guide, Step-by-Step Guide, technology and system self-paced web-based videos, and on-site classroom instruction.

SOFTWARE DEVELOPMENT

Software is at the center of how current AV systems perform, which is why Ford AV has a dedicated software development team.

Specialized Programming Groups | Two software development groups are maintained – one specializing in AV control systems, and one for business applications.

Programming Collaboration | A programming specialist is assigned early in a project to collaborate in the design and ensure the control system meets the customer's requirements.





Ford AV understands how important the customers' AV systems are to their day-to-day business success. Whether your installation is a mission critical command and control center, a paging announcement system, a house of worship, or a hotel convention and meeting facility – you require prompt attention to your service and maintenance requests.

To provide technology assurance, Ford developed a centrally-located, state-of-the-art Technical Assistance Center (TAC) strategically placed within our Oklahoma City corporate headquarters. TAC functions as a central network "hub" for our remote assistance centers located within each regional office. It employs a dedicated team of support personnel whose only job is to ensure that service requests are handled promptly and accurately.

TAC Customer Care Representatives answer incoming requests for service, document the requests, dispatch the appropriate Service Technician or Engineer, and track the service ticket through the entire service process.

The Service Technicians and Project Engineers may be sent from a combination of either Ford's local offices or corporate location, depending upon the nature of the service requested. TAC is available 24 hours a day, seven days a week, 365 days a year.

GENERAL INFORMATION

- › **\$120** Million Annual Sales
- › **600** Projects Annually
- › **Coverage throughout the U.S.**
- › **Woman-Owned Business**
- › **Full-Service Locations** | Oklahoma City (HQ), Tulsa, Dallas, Denver, Austin, Las Vegas, Houston, Phoenix, New Jersey, Atlanta, and Honolulu
- › **Support Offices** | San Jose, Detroit, Kansas City, Wichita, Columbus, Washington D.C., and San Antonio

CAPABILITY

- › **Service of ALL manufacturers, all AV systems whether installed by Ford AV or others**
- › **Industry Certifications** | CTS, CTS-D, CTS-I, APEX, CCNA, CCNP, PMP & Licensed PE
- › **Manufacturer Certifications** | Crestron, AMX, Cisco, Polycom, AtlasIED, and more

PERSONNEL

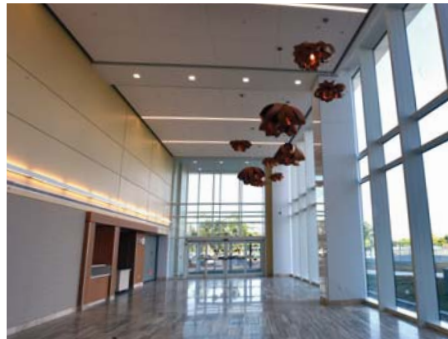
- › **475+** Full-Time Employees
- › **30+** Dedicated Service Technicians
- › **60+** Degreed Engineers
- › **25+** Project Managers
- › **35+** Job Superintendents
- › **125+** Installation Technicians

Project Profile

Baylor College of Medicine
Houston, TX



Scan QR code to view related video.



System Features

Baylor College of Medicine is ranked among the top schools in the nation for biomedical and health science. Their graduate and post-doctoral programs are designed to help trainees apply their knowledge and talents to shape the future of science and healthcare. Staying on the leading edge of medical advances while thriving in the digital age of learning are top priorities for Baylor. Ford was contracted to design and install AV equipment for classrooms, labs and two annexes.

- Lecture capturing system and distance learning capabilities in classrooms and labs via moving cameras and microphones
- Control systems for greater room control and capabilities
- Video conferencing capabilities that include discrete cabling, sharp images and high quality sound

Participants

Owner

Baylor College of Medicine

AV Contractor

Ford Audio-Video

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800-654-6744

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Project Profile

University of Oklahoma College of Allied Health
Oklahoma City, OK



System Features

The University of Oklahoma College of Allied Health built a new educational facility with audio-video integration for distance learning applications.

Video conferencing equipment in classrooms allows for learning and teaching opportunities within sister campuses

A combination of video projectors, flat panel displays, and high definition cameras show both presentation material and students from other campuses simultaneously

Microphones on each student desk offer active participation and clear communication

Professors use touchpanel control systems at the teaching lectern to control the classroom: audio, video, and lighting

Participants

Owner

University of Oklahoma

Architect

Benham Companies, LLC

General Contractor

Oscar J. Boldt Construction Company

AV Contractor

Ford Audio-Video

Project Profile

U.S. House of Representatives - Department of Homeland Security Committee Meeting Room
Washington, D.C.



Scan QR code to view related video.



System Features

Homeland security officials have a high-tech meeting room with AV equipment that enables them to effectively discuss matters regarding national security.

- Individual interface stations with speakers and push-to-talk microphones as well as DSP-controlled active compact speakers allow for highly intelligible audio reinforcement
- Remote controlled pan-tilt-zoom cameras, full video production switcher system, 65" flat screen displays, and multiple press feed panels are installed
- A custom video control/production rack with a 40" flat screen preview and program monitor is available to assist with C-Span broadcasts
- Fiber-optic distribution system throughout the entire facility

Participants

Owner

U.S. Government

Consultant

K2 Audio, LLC

Architect

Architect of the Capitol

AV Contractor

Ford Audio-Video Systems

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Project Profile

Harris County Civil Courts
Houston, TX



System Features

The new 660,000 square foot Civil Courts Building has 38 total courtrooms with new, state-of-the-art AV and control systems.

- Each courtroom system is supplied with a custom build mobile audiovisual presentation podium which houses AV playback and display sources, annotation systems, computer interfaces, and a touchpanel control interface
- The Judge's Bench AV system allows for the judge to preview and approve audio and video content prior to presentation to audience
- Each jury box contains personal video monitors for viewing media presentation content
- Video projection systems are installed for presentation of media to audience
- All AV system control is operated via touchpanel interfaces

Participants

Owner

- Harris County

Architect

- PGAL

General Contractor

- Vaughn Construction

AV Contractor

- Ford Audio-Video Systems, Inc.

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Project Profile

Oklahoma City National Memorial & Museum
Oklahoma City, OK



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System Features

The museum has an interactive experience that takes you on a chronological self-guided tour through the story of April 19, 1995, and the days, weeks and years that followed the bombing of Oklahoma City's Alfred P. Murrah Federal Building.

- There are more than 50 touch-enabled, fully-Interactive HD displays throughout the facility that range from 27" to 80"
- The system design includes two video walls – a ribbon and mosaic, designated audio zones, and automated system-wide control and monitoring
- Outdoor all-weather digital signage and interactive way-finding kiosks tell the story and meaning of the outdoor memorial, which includes the Gates of Time, Survivor Tree, Reflecting Pool, Field of Empty Chairs, Survivor Wall, Children's Area, and the Fence with tokens left by visitors

Participants

Owner

Oklahoma City National Memorial Foundation

Video Content Providers

Hillmann & Carr
Cortina Productions

General Contractor

Lippert Bros.

AV Contractor

Ford Audio-Video Systems

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Project Profile

Bullock Texas State History Museum
Austin, TX



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System Features

In 1684, French King Louis XIV sent René-Robert Cavelier, Sieur de la Salle, across the ocean to establish a colony, trade routes, and locate Spanish silver mines. Instead, La Salle lost most of his ships to pirates and disaster. In 1995, archaeologists began a decades-long process of excavating, recovering and conserving the hull of one of his expedition's ships, along with more than 1.6 million artifacts.

Ford AV was privileged to assist the museum in presenting the story of the discovery and reclamation, as displayed in the central exhibit hall and Texas Spirit Theater. The theater features an impressive 41' projection screen and two retractable 28' screens. The exhibit hall has a dual-projector-blended screen, digital signage, an acoustically transparent screen, and an overhead audio system to bring this exhibit to life.

Participants

Owner

State of Texas

AV Contractor

Ford Audio-Video Systems

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800-654-6744

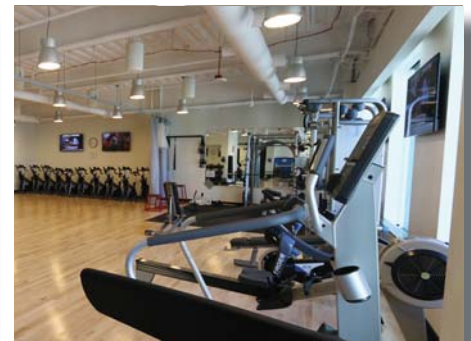
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Project Profile

Liberty Global
Denver, CO



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System Features

Described as the Comcast of Europe, Liberty Global is a powerhouse for telecommunications and television. Ford AV was asked to partner with Liberty Global to tackle unique challenges at their US headquarters in Denver. For example, their stunning marble conference room required complete 360 degree viewing capabilities despite having two large windows on either side of the room. Overall, the project covered 21 rooms over 3 floors (including 3 custom executive offices) and 3 video walls in the main lobby.

- 120" 4K display craned into the building
- Mosaic video wall in lobby contains 22" and 42" displays
- X-shaped video wall contains 52" and 46" displays
- Crestron control systems and Cisco video conferencing network
- Sound reinforcement including Dolby Atmos surround sound

Participants

Owner

Liberty Global

Architect

Burkett Design

AV Contractor

Ford Audio-Video Systems

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Project Profile

AT&T Executive Briefing Center
Dallas, TX



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System Features

When AT&T, one of the world's leading telecom companies, wanted to showcase the future of presentations and business solutions, they called Ford AV to help make their vision a reality. The Executive Briefing Center, located in the heart of their corporate headquarters, demonstrates cutting edge technology for video walls and video conferencing, all of which Ford AV provided.

- 288 micro-tiles were combined to form "The Cube" in the center of the Gallery to create bright, high resolution images on a nearly seamless canvas
- Conference rooms were equipped with teleconferencing capabilities and auto-tracking cameras for simplified and accurate collaboration
- The Gallery now features multiple interactive displays that allow users to dig deeper into understanding the technology at their fingertips

Participants

Owner
AT&T

AV Contractor
Ford Audio-Video Systems

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Project Profile

KAMO Power
Vinita, OK



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System Features

KAMO Power is a Generation and Transmission cooperative serving northeast Oklahoma and southwest Missouri. The mission-critical status of supplying electrical service to facilities and homes in this area requires quality technology to monitor, control and engage any problems.

- A 16-display command and control video wall system spans the control room and is operated by four custom work stations
- There are 13 conference rooms using Crestron room scheduling, video projection and integrated control
- Other video displays, projection, sound and videoconferencing systems were installed throughout the facility including the executive boardroom, conference room and call center

Participants

Owner
KAMO Electric Cooperative

General Contractor
Crossland Construction

AV Contractor
Ford Audio-Video Systems

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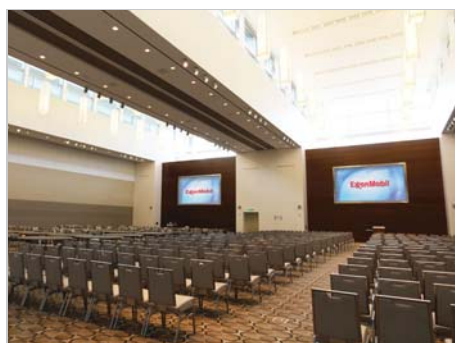
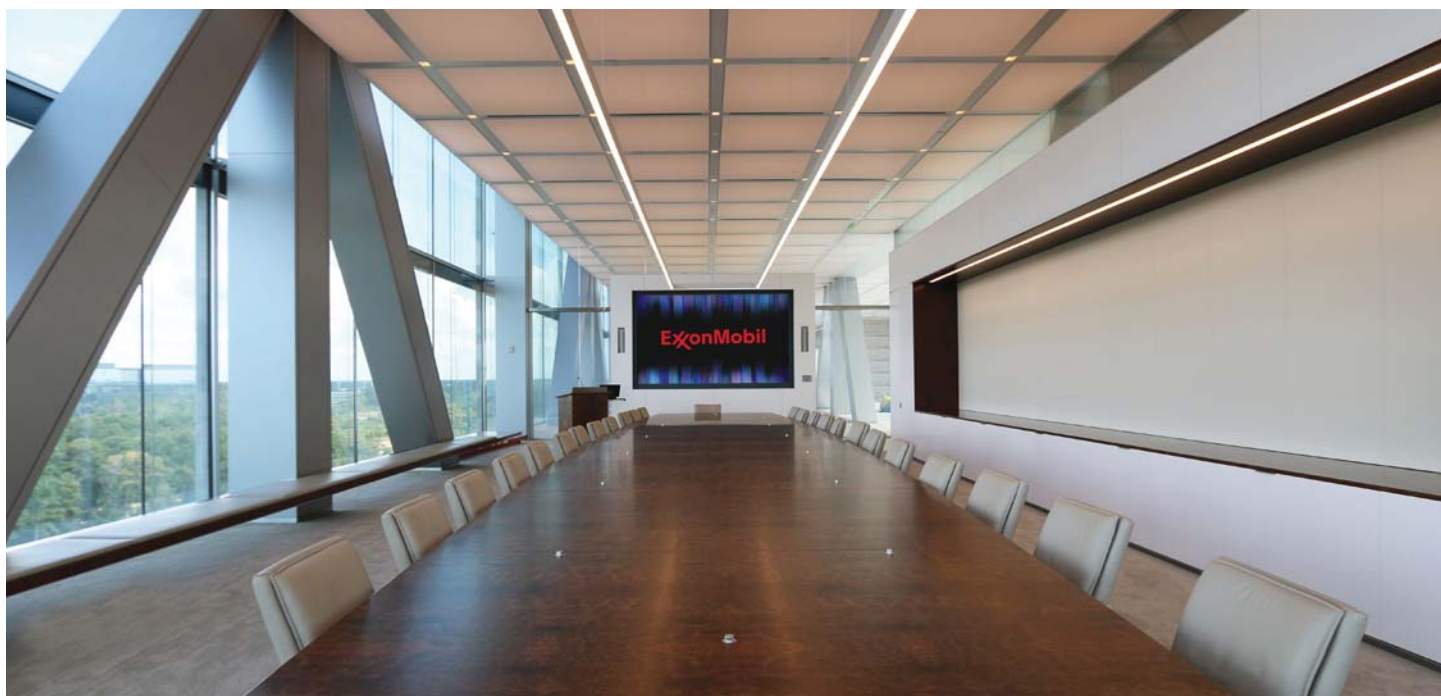
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Project Profile

ExxonMobil
The Woodlands, TX



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System Features

With over 3.5 million square feet of office space, the new ExxonMobil campus in Houston was one of the world's largest construction projects. As the Master AV Integrator, Ford was responsible for the deployment, and training the users of the AV technology in 1,500 rooms.

- Over 100 room types were tested and developed for the 1,500 rooms in the 17-building campus
- Systems included Digital Signage, Video Conferencing, Sound Reinforcement, Integrated Control and more
- Specialty areas include a 500-seat auditorium, executive boardroom, food court, multi-function conference spaces, wellness center, laboratory, retail area and a 1,500 seat townhall convention space

Participants

Owner

ExxonMobil

Architect

Gensler

Consultant

Consentini

Builder

Gilbane/Harvey

AV Contractor

Ford Audio-Video

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Project Profile

ConocoPhillips EC3
Houston, TX



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System Features

Deploying 528,000 square feet of a 20-floor corporate complex with the latest AV technology is no small feat, yet that is exactly what our teams accomplished for ConocoPhillips, a leader in American energy. Known as the EC3 building, this energy innovation hub is located directly inside the "Houston Energy Corridor" and includes an array of audio-video integrated room solutions, collaborative spaces, break areas, and training and educational facilities.

- 122 video conference room systems and 80 Huddle spaces, which include digital switching systems, touch panel control, interactive multi-touch work surfaces, videoconferencing and room-scheduling systems
- 24- 42" interactive Way Finding kiosks
- 23 Digital Signage display stations

Participants

Owner

ConocoPhillips

Architect

PDR

General Contractor

D.E. Harvey Builders

AV Contractor

Ford Audio-Video Systems

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ford Audio Video Systems, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ^(b)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4800 West Interstate 40 Service Road

6 City, state, and ZIP code

Oklahoma City, OK 73128-1208

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 3 - 0 9 4 7 8 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ^(b)

Date ^(b) 5/14/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.