

VENDOR CONTRACT

Between Harman International, Inc. **and**
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Audio Visual Equipment and Supplies #01121914

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

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

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

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

Customer Support

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

RFP- Audio Visual Equipment and Supplies – Due November 13, 2014 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

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

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

Tax exempt status

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

Assignments of contracts

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

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TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract # on PO.
- Email PO as a pdf attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

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

Project Delivery Order Procedures

The member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

Scheduling of Projects

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

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders **must be emailed** to **tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

- We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

Page 11, "Indemnity," Section 1 original term should be replaced with the following term:

Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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.

Page 13, "Marketing" original term should be replaced with the follow term:

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. TIPS will use the most recent logo, marketing materials, and advertisements provided by vendor when TIPS updates its own website, marketing materials, and advertisements. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

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Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a HUB and/or M/WBE Yes No
(If yes, vendor must provide certificate in Section 7 (Certificates))

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder. Yes No

Vendor's principal place of business is in the city of Stamford State of Conneticut

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
 Is not owned or operated by anyone who has been convicted of a felony.
 Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

- 1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No
If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.
- 1.4.2. Pricing submitted includes the 2% TIPS participation fee. Yes No
- 1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. Yes No
- 1.4.4. Additional discounts to TIPS members for bulk quantities? Yes No

1.5. Vendor Service

- 1.5.1. Average shipping time after receipt of customer order is 2 working days.
- 1.5.2. Which description best describes your company's position in the distribution channel?

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input checked="" type="checkbox"/> Manufacturer marketing thru reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other _____ |

- 1.5.3. Company experience in this category. 67 Years

The Vendor can provide services and/or products to all 50 US States? Yes No
If answer is no, please list which states can be served _____

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.
12 **Month(s); or** **Year(s); or** **Term of Contract**

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

Harman Professional is a division of Harman International, Inc. Headquartered in Northridge, California, Harman

Professional is the world's largest pro-audio company with audio, lighting, and video/control brands that include

AKG Acoustics®, AMX, BSS Audio®, Crown International®, dbx Professional®, JBL Professional®, Lexicon Pro®,

Soundcraft®, Studer® and Martin Professional. These companies design, manufacture and market leading professional products for recording and broadcast, musicians, cinema, touring sound, commercial sound and contracting applications.

Core audio products include headphones, microphones, audio mixing consoles, audio stage boxes, audio amplifiers, digital signal processors, compressors, equalizers, portable PA speakers, ceiling speakers, point source speakers, outdoor

weatherproof speakers, column array speakers, line array speakers, subwoofers, near field studio monitors, reverb effects

units, and computer audio interfaces. Core video and control products include touch screen controllers, keypad

controllers, digital media switchers, presentation switchers, and video conferencing cameras. Core Lighting products

include fixed and moving head LED fixtures, smoke and haze machines, architectural lighting and lighting controllers.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name Harman Professional has a network of 4500 dealers. Tel _____
If awarded, we will issue a list of the most qualified dealers
Address for your approval no later than two months following award.. Fax _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

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ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Gwen Whisman
Title: US RSO Supervisor
Email: Gwen.Trim@harman.com
Phone: 574-294-8286
Fax: _____
Mobile: 574-326-7057

Secondary Contact:

Name: Allison Zych
Title: Sales Operation Manager, US (AMX)
Email: Allison.Zych@amx.com
Phone: (800) 562-6956
Fax: _____
Mobile: (949) 241-5657

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: Gwen Whisman
Email: gwen.trim@harman.com
Telephone: 574-294-8286

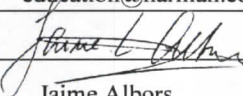
WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. Words to be included in the Search Engine for my Company (Limit 500 words): _____

AMX, AKG, BSS, Crown, DBX, Lexicon, JBL, Soundcraft, speakers, voicelift, audio, video, control, Touchscreen, Keypad, Matrix Switcher, Video Switcher, Video Scaler, Interface, Line Array, Column Array, Gymnasium Speaker, Auditorium Speaker, amplifier, surround sound system, PA, Portable PA, microphone, wireless microphone, presentation system, video conferencing camera, headphones, digital signal processor, compressor, equalizer, mixer, audio mixer, sound, sound mixer, live sound, speaker bracket, ceiling speaker, wall speaker, cinema speaker, video scaler, audio interface, mixing console, screen mirroring, mass communication, paging system, audio system, surround sound, pendant speaker, CBT, Contractor Control, Intellivox, Vertec, VRX, PRX, Eon, Soundweb London, Driverack, Zonepro, Modero, Enova, Enzo, JBL Commercial, Contrio, Control, Gooseneck, boundary mic, PZM, Massio, Solecis, Metreau, Hydraport, Expression, Performer, Vi Series, EPM, M Series, Stagebox, BLU-BIB, BLU-BOB, Dante, Cobranet, AVB, paging, speaker stand, tripod speaker stand, broadcast mixer, broadcast microphone, studio microphone, condensor microphone, podium mic, dynamic microphone, mic, steerable line array, antenna system, reverb, Martin, Rush, lighting controller, environmental controller, Drivecore, Comtec, XTI, XLS, CDI, DCI, CSM, CSMA, CSA, Contrio, BLU, Tetrad, WMS.

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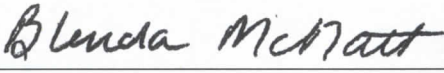
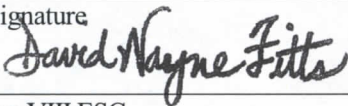
CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.
Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	Harman International Industries, INC
Mailing Address	400 Atlantic Street
City/State/Zip	Stamford, CT 06901, USA
Telephone No.	203-328-3500
Fax No.	574-294-8250
E-mail address	education@harman.com
Authorized signature	
Printed name	Jaime Albers
Position with company	Senior Director, Global Sales Operations
EMAIL FOR ALL PO's WILL BE SENT	Email education@harman.com; gwen.whisman@harman.com
Person Responsible for PROCESSING PO's	Name Gwen Whisman
Telephone to Contact the PO Person	Phone (574) 294-8286
Company Website	info.harmanpro.com

It is very important that if the PO person changes that TIPS is notified immediately.

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

	<u>12-19-14</u>
TIPS Authorized Signature	Date
	<u>12-19-14</u>
Approved by Region VIII ESC	Date

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HARMAN

400 ATLANTIC STREET
STAMFORD, CONNECTICUT
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The HARMAN logo consists of the word "HARMAN" in white, uppercase, sans-serif font, centered within a dark blue rectangular background.

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AMX DOMESTIC CHANNEL PARTNER and END CUSTOMER LIMITED WARRANTY, DISCLAIMER AND LICENSE

(2.11.2014 Excerpt from CHANNEL PARTNER TERMS AND CONDITIONS Versions 11.17.2011 with updates for previous version 2.15.2013 [sections 6.1 (f), 6.5, 6.5 (b) and 6.6 updated, section 6.7 deleted])

Definitions

“End Customer” means an authorized end customer with direct in warranty privileges from AMX. Within this limited warranty, disclaimer and license document, “End Customer” shall have the same meaning as “Channel Partner” with the noted exceptions of Sections 6.5 through 6.9 which are not applicable or available to End Customer’s directly from AMX. Offerings described in Sections 6.5 through 6.9 are available to End Customer only through their selected authorized AMX Channel Partner.

6. LIMITED WARRANTY; RETURN, REPAIR AND REPLACEMENT

- 6.1 AMX warrants the Products to be free of material defects in materials and workmanship under normal use for three (3) years from the Shipping Date (or such other period as may be specified below), subject to the following limitations and exceptions (“Limited Warranty”). For any Product, “Warranty Period” means the period during which the Limited Warranty is in effect, as set forth herein.
- (a) LCD and LED panels are warranted for three (3) years from the Shipping Date, except for the display and touch overlay components, which are warranted for a period of one (1) year from the Shipping Date.
 - (b) Disk drive mechanisms, pan/tilt heads and external power supplies are warranted for a period of one (1) year from the Shipping Date.
 - (c) AMX lighting Products are warranted to switch on and off any load that is properly connected to our lighting Products, as long as the AMX lighting Products are under warranty. AMX also warrants the control of dimmable loads that are properly connected to our lighting Products. The dimming performance or quality thereof is not warranted, due to the random combinations of dimmers, lamps and ballasts or transformers.
 - (d) AMX software and firmware included in the Products is warranted for a period of ninety (90) days from the Shipping Date.
 - (e) Batteries and incandescent lamps are not covered under the Limited Warranty.
 - (f) The Warranty Period for AMX EPICA, Enova DGX (DGX Enclosure and respective IO boards only), Modula, Modula Series 4, Modula Cat Pro Series and 8Y-3000 Product models will continue for the original installation until five (5) years after the issuance of a PDN with respect to termination of the applicable Product model. However, if the Product is moved from its original installation to a different installation, the Warranty Period will automatically become three (3) years from the Shipping Date and, if more than three (3) years have elapsed since the Shipping Date, the Warranty Period will automatically expire.

- 6.2 Channel Partner's sole and exclusive remedy for breach of any Product warranties hereunder will be limited to (at AMX's option) either (i) return of the Products and repayment of their Net Price, or (ii) repair and replacement of defective parts of the Products. In addition, the Limited Warranty is subject to the following terms, conditions and limitations.
- (a) The Limited Warranty does not apply to (1) any Product that has been modified, altered or repaired by an unauthorized agent or improperly transported, stored, installed, used or maintained, (2) damage caused by acts of nature, including flood, erosion or earthquake or (3) damage caused by a sustained low or high voltage or by a low or high voltage disturbance, including brownouts, sags, spikes or power outages.
 - (b) The Products contain certain hardware and firmware components obtained from third-party suppliers ("Third Party Components"). The Limited Warranty does not apply to the Third-Party Components, except that:
 - (1) To the extent permitted by AMX's contracts with the suppliers of the Third-Party Components, AMX shall pass through to Channel Partner all warranties such suppliers make to AMX regarding the operation of the Third Party Components; and
 - (2) AMX warrants that, during the Warranty Period, all AMX-developed components of the Products will interface and function properly with the Third Party Components so long as the Third Party Components operate as warranted by the third-party supplier.
 - (c) OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, AMX MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. AMX RESERVES THE RIGHT TO MODIFY OR DISCONTINUE DESIGNS, SPECIFICATIONS, WARRANTIES, PRICES, AND POLICIES WITHOUT NOTICE.
- 6.3 All Products returned to AMX require a return material authorization ("RMA") number. The RMA number should be requested from the AMX RMA department. The RMA number must be clearly marked on the outside of each box containing Product to be returned. The RMA is valid until thirty (30) days after issuance, at which time the RMA will be cancelled. Any shipments received that are not consistent with the RMA, or after the RMA has been cancelled, will be refused. AMX is not responsible for Products returned without a valid RMA number.
- (a) Subject to the terms, conditions and limitations set forth herein, AMX will, at no cost to Channel Partner, repair any material Product defect due to materials or workmanship issues reported during the applicable Warranty Period.
 - (b) Channel Partner is responsible for in-bound freight and AMX is responsible for out-bound ground freight expenses. AMX will complete the repair and ship the

Product within five (5) business days after AMX's receipt of the Product, unless AMX has provided notice within that period that the repair cannot be completed within five (5) business days.

- (c) The Warranty Period for Products repaired will be ninety (90) days from Shipping Date or the balance of the original Product's Warranty Period, whichever is greater.
- (d) Products that are returned and exhibit signs of damage or unauthorized use will be processed under the non-warranty repair policy set forth in Section 6.4.
- (e) AMX will continue to provide warranty repair services for the remainder of the applicable Warranty Period for Products discontinued or replaced pursuant to AMX's issuance of a Product discontinuance notice ("PDN").

6.4 Products that do not qualify to be repaired under the warranty repair policy set forth in Section 6.3 due to expiration of the Warranty Period, misuse, unauthorized use or failure to meet any of the other conditions set forth herein may be repaired under the terms of this Section 6.4 ("Non-Warranty Repair").

- (a) Non-Warranty Repair is a billable service.
- (b) Products repaired under this Section 6.4 will carry a Limited Warranty on material and workmanship for ninety (90) days after the applicable Shipping Date.
- (c) AMX will notify Channel Partner of the cost of repair, if the cost is greater than the Standard Repair Fee, within five (5) days after receipt. The "Standard Repair Fee" is the amount specified as such at AMX.com at the time the Product is received. All Non-Warranty Repairs are subject to an evaluation fee, also specified at AMX.com, which will be payable if Channel Partner chooses not to go ahead with the repair.
- (d) Channel Partner must provide a Purchase Order for Products returned for Non-Warranty Repair, or credit card number, within five (5) days after notification from AMX, or the Product will be returned to Channel Partner at Channel Partner's expense.
- (e) Channel Partner will be responsible for in-bound and out-bound freight expenses for all Non-Warranty Repairs.
- (f) Each Non-Warranty Repair is subject to AMX's prior approval on a case-by-case basis. Products approved for Non-Warranty Repair will be repaired within ten (10) business days after Channel Partner is notified of AMX's approval of the Non-Warranty Repair, unless AMX has provided notice within that period that the repair cannot be completed within ten (10) business days.
- (g) Products that are not approved for Non-Warranty Repair will be returned to Channel Partner at Channel Partner's expense.

- 6.5 Advance Replacement Policy – Within 6 Months. Subject to the following terms and conditions, if a material Product defect due to materials or workmanship issues is reported during the first six (6) months of the Warranty Period, in addition to any repair services to which Channel Partner may be entitled under Section 6.3, subject to availability, Channel Partner may receive a replacement for the Product (“Advance Replacement”).
- (a) To help maintain Channel Partner and AMX records, a Purchase Order for the Advance Replacement will be required from Channel Partner.
 - (b) Within one (1) business day after AMX’s receipt of a Purchase Order for an Advance Replacement during the first six (6) months of the Warranty Period, if an Advance Replacement is available, AMX will ship the Advance Replacement by reputable priority courier service.
 - (c) Channel Partner will be invoiced only for the price of the Advance Replacement, but not the freight.
 - (d) Subject to the terms and conditions of Section 6.2, AMX will issue an RMA for the defective Product.
 - (e) To be eligible for credit against amounts paid for an Advance Replacement, Channel Partner must return the defective Product at its expense within thirty (30) days after issuance of the RMA.
 - (f) A credit will be applied to Channel Partner account within fifteen (15) business days after receipt and verification of the defective Product. The actual amount of credit will be determined by AMX based on the condition and completeness of the Product returned.
 - (g) AMX will continue to provide Advance Replacement support, per the above-mentioned guidelines, for a Product that has been discontinued via a PDN. However, after a Product is discontinued, AMX has sole discretion as to whether the Advance Replacement provided is a replacement for the Product originally purchased or a new Product that has replaced it.
- 6.6 Advance Replacement Policy – 7 to 12 Months. If a material Product defect due to materials or workmanship issues is reported after the first six (6) months of the Warranty Period, but before the earlier of twelve (12) months after the Shipping Date or the end of the Warranty Period, subject to availability, an Advance Replacement may be provided under the same terms and conditions as set forth in Section 6.5; provided that Channel Partner will be charged a non-refundable fee equal to twenty percent (20%) of the price of the Advance Replacement.
- 6.7 Channel Partner may, during the first six (6) months of the applicable Warranty Period, return any Product purchased hereunder and receive a credit under the following terms and conditions.
- (a) The credit will initially be determined as set forth below, but will be reduced based on the physical condition and completeness of the returned components by such amount as determined by AMX in its sole discretion. The credit will be

applied to Channel Partner account within fifteen (15) business days after receipt and verification of the returned Product.

(1) The maximum credit for a Product returned within the three (3) month period beginning on the Shipping Date will be eighty-five percent (85%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be seventy-five percent (75%) of the original Net Price.

(2) The maximum credit for a Product returned after the above three (3) month period but within six (6) months after the Shipping Date will be seventy-five percent (75%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be forty-five percent (45%) of the original Net Price.

(b) AMX reserves the right to disallow any returns of Product for credit after the issuance of a PDN by AMX for such Product. A PDN will be effective upon publication, including by posting of the PDN at AMX.COM.

6.8 If Channel Partner is designated as a "Platinum Partner" or "Platinum + Partner" in the Registration, then Section 6.8 will be subject to the following exceptions:

(a) The maximum credit for a Product returned within the three (3) month period beginning on the Shipping Date will be one hundred percent (100%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be eighty-five percent (85%) of the original Net Price.

(b) The maximum credit for a Product returned after the above three (3) month period but within six (6) months after the Shipping Date will be eighty-five percent (85%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be seventy-five percent (75%) of the original Net Price.

11. SOFTWARE LICENSE

11.1 Subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is specified), to use the Licensed Software, in object code form only, solely for purposes of demonstrating and marketing Products to potential purchasers and for providing Product support to End Users of the Products. "Licensed Software" means all software provided by AMX hereunder (including software and firmware embedded in the Products and custom software, including the encoding of graphical images for specific Solutions), including any subsequent modifications, enhancements, improvements or updates provided hereunder.

11.2 Subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is

specified), to grant sublicenses to End Users to use the Licensed Software, in object code form only, solely as necessary to operate and use of the applicable Product with which the Licensed Software is provided ("End User Licenses"). Each End User License will be in writing and will, at a minimum, provide that:

- (a) The Licensed Software is licensed, not sold. AMX and its suppliers retain all copyrights and other intellectual property rights in and to the Licensed Software. End User may not create derivative works of the Licensed Software.
- (b) End User shall not, and shall not permit any third party to, disclose, display, loan, publish, transfer (whether by sale, assignment, exchange, gift, operation of law or otherwise), license, sublicense or otherwise disseminate the Licensed Software. End User shall not reverse engineer, decompile, or disassemble the Licensed Software.
- (c) End User may not make copies of the Licensed Software other than as reasonably required for backup or archival purposes.
- (d) The Licensed Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

11.3 If Channel Partner is designated a Distributor in the Registration, then subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is specified), to grant sublicenses to its dealers to use the Licensed Software, in object code form only, solely for purposes of demonstrating and marketing Products to potential purchasers and providing Product support to End Users.

11.4 Channel Partner will comply with the restrictions set forth in this Section 11.4 and, if Channel Partner is designated a Distributor in the Registration, will cause its dealers to comply with these restrictions.

- (a) The Licensed Software will be used only by Channel Partner and only for the purposes expressly set forth in this Agreement. Channel Partner shall provide access to the Product solely to those of its full time employees or sub-contractors who require such access for the purposes set forth in this Agreement, so long as Channel Partner advises each such employee or sub-contractor of the confidentiality and other obligations set forth in this Agreement. Notwithstanding the foregoing, Channel Partner will remain liable to AMX for any failure to comply with this Agreement by its employees or sub-contractors.
- (b) Except as may be necessary in connection with its use of the Product for the purposes set forth herein, Channel Partner shall not, and shall not permit any other person to, disclose, display, loan, publish, transfer (whether by sale, assignment, exchange, gift, operation of law or otherwise), license, sublicense, copy or otherwise disseminate the Licensed Software, in whole or in part, to any

third party. Channel Partner shall not, and shall not permit any other person to, disassemble, decompile, reverse engineer or otherwise attempt to access or recreate the source code of any Licensed Software.

- (c) Channel Partner shall not alter, conceal or remove any notices regarding patents, patent applications, trademarks or copyrights, or any other legal notices contained on or in the Product. Channel Partner will retain on or in all copies of the Licensed Software the exact form of any such notices.
- (d) Channel Partner acknowledges and agrees that the Licensed Software and any other AMX Confidential Information embodied in the Product is the valuable property and trade secret of AMX, that any violation by Channel Partner would cause AMX irreparable injury for which AMX would have no adequate remedy at law and that, in addition to any other remedies, AMX is entitled to preliminary and other injunctive relief against any such violation without being required to post a bond or prove any damages.
- (e) During normal business hours and with reasonable notice to Channel Partner, AMX may conduct an investigation, either directly or through a designated representative and at AMX's expense, to confirm Channel Partner's compliance with the terms and conditions of this Agreement. Channel Partner shall allow AMX, or AMX's designated representative, to have access to Channel Partner's premises and any records (in whatever form kept by or on behalf of Channel Partner) relating to the Product and Channel Partner's use thereof. Channel Partner shall cooperate with, and shall reasonably assist, AMX in any such investigation. Any such investigation will be conducted in a manner that is designed not to disrupt Channel Partner's business and will be restricted in scope, manner and duration to that reasonably necessary to confirm Channel Partners' compliance with this Agreement.