

**EXHIBIT A****PROCUREMENT MANAGEMENT DEPARTMENT****PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM**

Requesting Department: _____
 Primary Contact Name: _____
 Primary Contact E-mail: _____
 Secondary Contact Name: _____
 Secondary Contact E-mail: _____
 Department Phone: _____
 Department Fax: _____

Company Name: _____
 Contact Name: _____
 Company Address: _____

 Company Phone: _____
 Company E-mail: _____
 Vendor Registration #: _____

Piggyback Contract Details

Cooperative ☐ / Public Entity ☐

1. Contract Title: _____
 a. Awarding Agency _____ b. Contract / Solicitation # _____
 c. Solicitation included? Yes ☐ Awarded Letter included? Yes ☐ Proposal/Quote from Company included? Yes ☐
2. Description of the Scope of Service of This Contract: _____
3. Total Value of Contract: \$ _____
4. Account Number(s): FY _____ FY _____

Contract Verification Information

5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes ☐ No ☐
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes ☐ No ☐
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?
 Yes ☐ No ☐ If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

Contract Explanation Memo ☐ Solicitation ☐ Award Letter/Executed Contract ☐
 Proposal/Quote ☐ Renewal Letter ☐ Risk Manager Approved Insurance Certificate ☐

Grant Information (only applicable if grant related purchase)

8. Provide details (expiration dates, special requirements, etc). _____
9. Will this require matching funds? Yes ☐ No ☐
10. Grant source? _____ Grant (dollar) amount? _____
11. Complete an advanced search of the vendor recommended for award on the federal governments System for Award Management at www.sam.gov. Attach a copy of the results.

Approved

Date

Form Prepared By: _____

Department Director: _____

Finance Director: _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

City Commission Meeting Date: _____

Approved Resolution No: _____

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



TO: City Manager

VIA: Chief Procurement Officer

FROM: _____
Director

Title/Department

Signature

Date

RE: _____

Fiscal Amount not to Exceed: \$ _____

Vendor # _____

Purpose (How does it align with City NMB Strategic Plan?):

Background:

Recommendation:

Fiscal Impact / Account Number(s):

Finance Director: _____

Date _____

Chief Procurement Officer: _____
(Purchases/Contract up to \$25,000.00)

Date _____

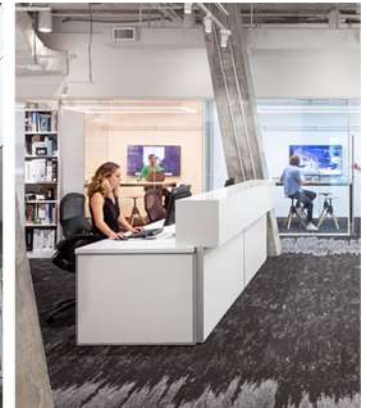
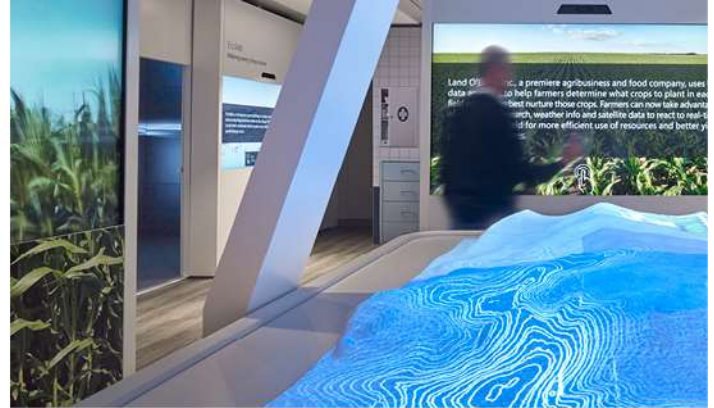
City Manager: _____
(Purchases/Contracts up to \$50,000.00)

Date _____

Proposal Prepared For

City of North Miami Beach Parks and Recreation

NMB Parks and Rec - MP Room



2501 SW 160th Ave
Suite 500
Miramar, FL 33027
(954) 938-9382
Fax: (954) 776-4772
www.avispl.com

Prepared by: Austin O'Mahony
Austin.O'Mahony@avispl.com
Proposal no: 490010-3

Thank you for the opportunity to provide this proposal.

We value our partnership with you.

At AVI-SPL, our goal is to build partnerships with our clients, and we appreciate our continued partnership with you.

We are dedicated to providing you with solutions that will enable your organization to perform at the highest level and be in a position to meet the challenges you face today and in the future.

You can count on the AVI-SPL team to deliver exceptional service and solutions to help you improve the user experience of your collaboration systems – anywhere in the world.

Our vision is to help your teams work smarter and live better.



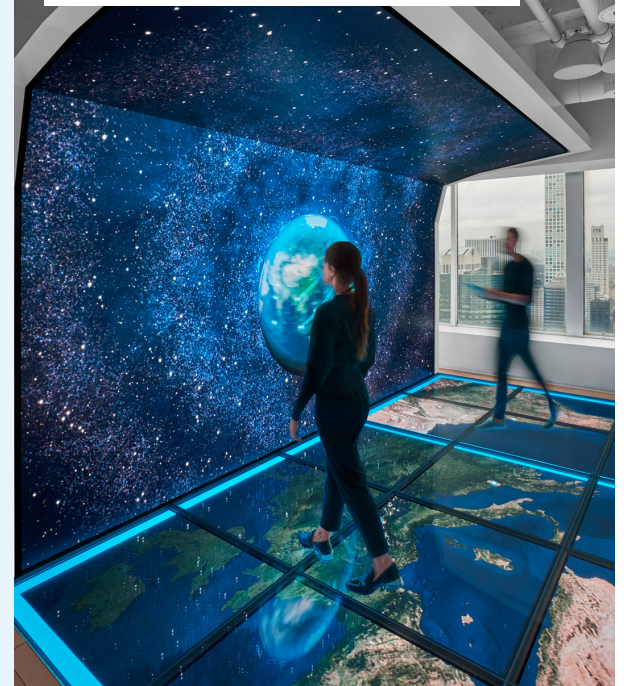
“

At AVI-SPL, our goal is to empower meaningful communication and collaboration.

We take your investment in collaborative solutions as seriously as you do.

That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and you get the return on investment you expect.

The hallmark of AVI-SPL's client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.



When you partner with us as your trusted guide, you will experience:



Commitment

A partner **committed** to your success and making a positive impact on your organization and our world



Expertise

Expertise you can trust to guide your digital transformation and realize your business objectives



Proven Record

A **proven** track record of supporting deployment and managed services in-country, wherever needed



Global Reach

Optimized **global deployment** teams with in-country support teams to deliver localized solutions and service – anywhere in the world



Customer Experience

World-class **customer experience** with a continual improvement mindset informed by the ITIL methodology



Analytics

Focus on **actionable** business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application

AVI-SPL Project Integration Process



How we define your needs and follow through with consistent execution.
AVI-SPL ensures high quality project delivery that is on time and on budget.

- **Define** and document each step
- **Determine** an effective, standardized communication and reporting style
- **Develop** a comprehensive training and adoption program
- **Dedicate** regular oversight to the project, even after completion

AVI-SPL uses a five-phase process to integrate solutions seamlessly and focus on the end-user experience:

Phase I Initiate

We will host a kickoff meeting and work with your key team members to determine the best approach to making your project a success. Our team will review the scope of the project, the schedule, the communication strategy, and all other relevant matters to ensure a smooth start.

Phase II Plan

The planning phase begins with development of the project schedule including detailed work breakdown tasks identifying key deliverables, dependencies and both internal and external milestones required to successfully execute the project.

Phase III Execute

AVI-SPL will complete all engineering, programming, fabrication, and on-site installation activities. When the installation is complete, testing is executed prior to the final inspection and acceptance of the deployed solutions.

Phase IV Monitor

This phase is focused on consistent review of project work activities to ensure alignment with the approved project plan. Our team delivers quality assurance through checks and balances along with consistent testing at specified intervals in the project lifecycle. We will review risk management plans and deploy risk mitigation strategies to ensure scope, schedule and budget remain on track.

Phase V Close

The final phase is centered on completion of all contractual and operational activities to ensure your complete satisfaction and readiness to sign-off on the completed project. This includes demonstration and training on using your new technology along with all final project documentation for service onboarding.

You will receive automated Customer Satisfaction Score (CSAT) and Net Promoter Score (NPS) surveys to provide feedback. We closely analyze the data to ensure we are providing outstanding customer service.

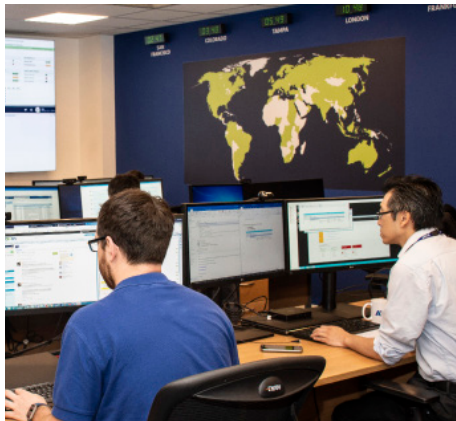
Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support – available Monday through Friday, 8 a.m. - 5 p.m.*, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

*Local standard time excluding AVI-SPL holidays.

Investment Summary

Prepared For:	Ian Fors	Prepared By:	Austin O'Mahony
	City of North Miami Beach Parks and Recreation Department	Date Prepared:	07/29/2025
	17501 NE 19th Avenue	Proposal #:	490010-3
	North Miami Beach, FL 33162-2215	Valid Until:	08/29/2025

Total Equipment Cost \$72,600.63

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services \$46,359.00

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL. May include disposal of existing equipment where elected.

Direct Costs \$411.76

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$3,735.11

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance \$5,295.25

Includes post-installation support and maintenance options selected for installed rooms

Subtotal **\$128,401.75**

Tax **As Applicable (*)**

Total **\$128,401.75**

*** ANY and all applicable taxes will be included upon invoicing**

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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Terms and Conditions

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Room Summary - Divisible Room - 3 way

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<u>PROJECTION SCREEN AND PROJECTOR</u>			
DA-LITE SCREEN COMPANY	DAL21866L	SCREEN, 164"D, TNSD CONTOUR HD1.1	2	\$4,509.18	\$9,018.36
SONY PRO B2B	SONVPLFHZ85W	PROJECTOR, WUXGA 8000 LUMEN 29LB LASER WHITE	2	\$7,143.53	\$14,287.06
CHIEF	CHIRPMAUW	MOUNT, UNIVERSAL "RPA" ELITE SERIES LOCKABLE CEILING - WHITE	2	\$165.66	\$331.32
CHIEF	CHICMS018024W	EXTENSION ADJUST COLUMN 18" - 24" - WHITE	2	\$115.20	\$230.40
CHIEF	CHICMS492CP2	STORAGE BOX, 2'X 2' W/COLUMN W/POWER	2	\$709.20	\$1,418.40
CRESTRON	CREDMRMC4KZSCALERC	RECEIVER/CONTROLLER, DM 8G+ 4K60 4:4:4 HDR W/SCALER	2	\$1,089.00	\$2,178.00
COMPREHENSIVE VIDEO	COMNFHD18G6PROBLK	CABLE, 6' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI	2	\$15.04	\$30.08
		<u>LECTERN</u>			
CLIENT PROVIDED	LAPTOP	LAPTOP SOURCE WITH HDMI (Owner Furnished Equipment)	2	OFE	OFE
		<u>VIDEO SWITCHER</u>			
CRESTRON	CREDMPS34K350C	PRESENTATION SYSTEM, 3-SERIES 4K DIGITAL MEDIA 3	1	\$6,405.88	\$6,405.88
	OFE VIDEO SOURCE	OFE VIDEO SOURCE (Owner Furnished Equipment)	2	OFE	OFE
COMPREHENSIVE VIDEO	COMNFHD18G6PROBLK	CABLE, 6' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI	2	\$15.04	\$30.08
		<u>WALL PLATES - HDMI INPUT</u>			
CRESTRON	CREDMTX4KZ100C1GW T	TRANSMITTER, 4K DigitalMedia 8G+ 4K60 HDR WALLPLATE (WHITE)	2	\$605.00	\$1,210.00
CRESTRON	CREFPG1WT	FACEPLATE, SINGLE GANG DECORATOR STYLE, TEXTURED WHITE	2	\$6.60	\$13.20
COMPREHENSIVE VIDEO	COMTF5GC2H10PROBLK	CABLE, 10' USB-C TO USB-C OR HDMI 4K	2	\$53.83	\$107.66
COMPREHENSIVE VIDEO	COMNFHD18G12PROBLKA	CABLE, 12' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI	2	\$49.20	\$98.40
		<u>DIGITAL SIGNAL PROCESSOR</u>			
QSC	QSCCORE110FV2	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1	\$3,600.00	\$3,600.00
		<u>AMPLIFIERS</u>			
QSC	QSCSPA260	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR	3	\$561.18	\$1,683.54
		<u>SPEAKERS</u>			

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Mfg	Model	Description	Qty	Unit Price	Extended Price
JBL	JBLCONTROL26CT	SPEAKER, 6.5" 2-WAY VENTED CEILING W/TRANSFMR ORDER IN PAIRS	18	\$175.48	\$3,158.64
		WIRELESS MICROPHONES			
SHURE	SHUQLXD4H50	WIRELESS HALF RACK SINGLE CHANNEL RECEIVER	6	\$690.00	\$4,140.00
SHURE	SHUQLXD2B58G50	WIRELESS HANDHELD TRANSMITTER W/BETA 58A MICROPHONE	6	\$462.00	\$2,772.00
ON-STAGE STANDS	ONSDS300B	STAND, POSI-LOK MINI BOOM DESKTOP MIC-BLACK	6	\$20.91	\$125.46
SHURE	SHUUA844SWB	ANTENNA & POWER DISTRIBUTION SYSTEM	2	\$561.69	\$1,123.38
SHURE	SHUUA8100	CABLE, 100' UHF ANTENNA	2	\$251.75	\$503.50
SHURE	SHUUA864US	ANTENNA, WALL/CEILING MOUNTABLE & PAINTABLE (470-698 MHZ)	2	\$442.94	\$885.88
		CONTROL			
FORTINET	OFE NETWORK SWITCH	OFE 24 PORT SWITCH - POE AND POE PLUS (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	CREGLSPARTCN	CRESNET PARTITION SENSOR	2	\$487.30	\$974.60
CRESTRON	CREPW2407WU	WALL MOUNT POWER PACK 24VDC 0.75A UNIVERSAL	2	\$42.90	\$85.80
		WALL PLATE FOR PORTABLE DISPLAY			
CRESTRON	CREDMRMC4K100C1G WT	WALL PLATE, 4K DM 8G+ RECEIVER & ROOM CONTROLLER, WHITE	1	\$423.50	\$423.50
CRESTRON	CREDMTX201C	TRANSMITTER, DIGITALMEDIA 8G+, 201 SERIES	1	\$786.50	\$786.50
OWNER FURNISHED	OFE DISPLAY	OWNER FURNISHED LARGE DISPLAY AND CART (Owner Furnished Equipment)	1	OFE	OFE
COMPREHENSIVE VIDEO	COMNFHD18G6PROBLK	CABLE, 6' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI	1	\$15.04	\$15.04
COMPREHENSIVE VIDEO	COMNFHD18G12PROBLKA	CABLE, 12' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI	1	\$49.20	\$49.20
		EQUIPMENT RACK			
MIDDLE ATLANTIC	MIDERK2128	RACK, 21 SPACE 28" DEEP WITH REAR DOOR	1	\$684.00	\$684.00
MIDDLE ATLANTIC	MIDPD915R	POWER STRIP, 9 OUTLET, SINGLE 15 AMP CIRCUIT	1	\$138.94	\$138.94
MIDDLE ATLANTIC	MIDPDT1615CNS	POWER STRIP, 16 OUTLET SINGLE 15 AMP THIN FOR RA	1	\$192.94	\$192.94
MIDDLE ATLANTIC	MICACC	RACK ACCESSORIES	1	\$526.32	\$526.32
BELDEN WIRE AND CABLE	BELAX104563	24 PORT KEYCONNECT PATCH PANEL, 1U	1	\$66.91	\$66.91
BELDEN WIRE AND CABLE	BELRVAMJKSMEB24	CONNECTOR, REV CONNECT JACK 10GX SHIELD MODULAR (PK24)	1	\$345.51	\$345.51
		CONTROL TOUCHPANEL			
CRESTRON	CRETSS1070WS	TOUCH SCREEN, 10.1" WALL MOUNT, WHITE SMOOTH	2	\$1,794.12	\$3,588.24
		ROOM SCHEDULER			
CRESTRON	CRETSS1070TWSLBKIT	TOUCH SCREEN, 10.1" ROOM SCHD FOR MS	3	\$927.30	\$2,781.90

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		TEAMS, WHT SMOOTH W/LB			
CRESTRON	CRETSW7701070MSMK ANGWS	MOUNT, MULTISURFACE KIT FOR TSW-770/1070, WHITE	3	\$35.20	\$105.60
		OCCUPANCY SENSOR			
CRESTRON	CREGLSOIRCCN	OCCUPANCY SENSOR, PASSIVE INFARED W/CRESNET	3	\$121.00	\$363.00
CRESTRON	CRECRESNETPBKSP500	CABLE, 500' PLENUM BLACK SPOOL	1	\$261.05	\$261.05
		BULK CABLE			
WINDY CITY WIRE	WINCAT6PBLK	CABLE, 23-4P UNS SOL CMP C6, BLACK (ORDER QTY 500)	500	\$0.40	\$200.00
WINDY CITY WIRE	WIN1602PBLK500	CABLE, 16-2 UNSHIELDED PLENUM, BLACK	500	\$0.34	\$170.00
				Subtotal	\$65,110.29

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months **\$5,015.03**

Equipment Total	\$65,110.29
Installation Materials	\$3,551.77
Professional Services	\$39,563.00
Direct Costs	\$411.76
General & Administrative	\$3,417.97
Services - Room Support and Maintenance	\$5,015.03
Subtotal	\$117,069.82

For informational purposes only – all Purchase Orders must match Investment Summary details.

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Room Summary - Hallway Audio

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<u>AMPLIFIERS</u>			
QSC	QSCSPA260	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR	2	\$561.18	\$1,122.36
		<u>SPEAKERS</u>			
JBL	JBLCONTROL26CT	SPEAKER, 6.5" 2-WAY VENTED CEILING W/TRANSFMR ORDER IN PAIRS	14	\$175.48	\$2,456.72
		<u>BULK CABLE</u>			
WINDY CITY WIRE	WIN1602PBLK500	CABLE, 16-2 UNSHIELDED PLENUM, BLACK	500	\$0.34	\$170.00
Subtotal					\$3,749.08

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months **\$280.22**

Equipment Total	\$3,749.08
Installation Materials	\$189.49
Professional Services	\$6,796.00
Direct Costs	\$0.00
General & Administrative	\$317.14
Services - Room Support and Maintenance	\$280.22
Subtotal	\$11,331.93

For informational purposes only – all Purchase Orders must match Investment Summary details.

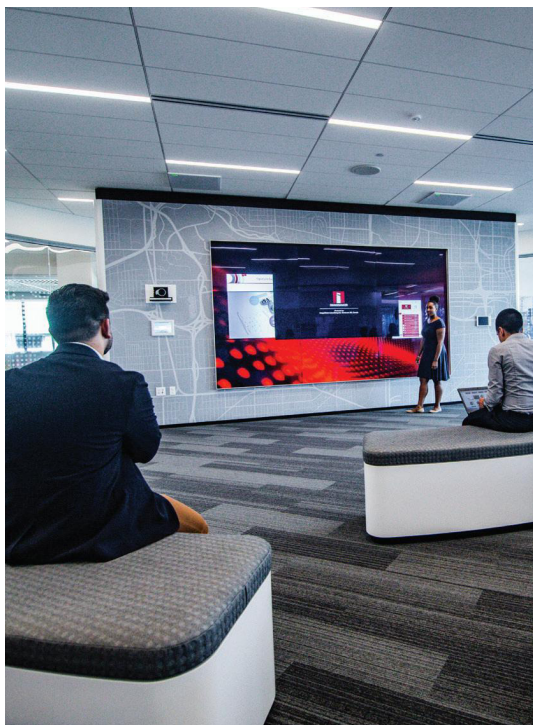
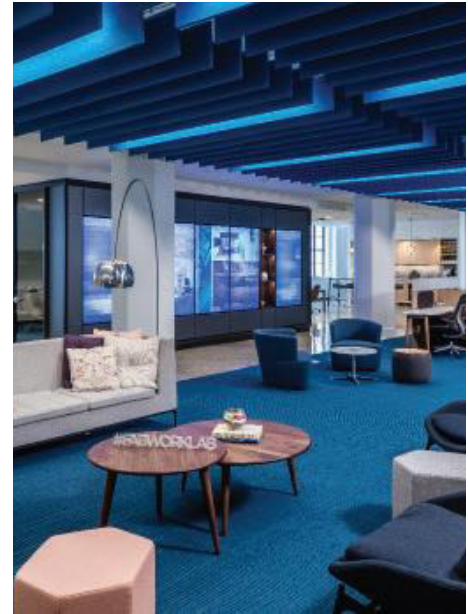
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Integration Inclusions and Exclusions

Inclusions

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.



Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

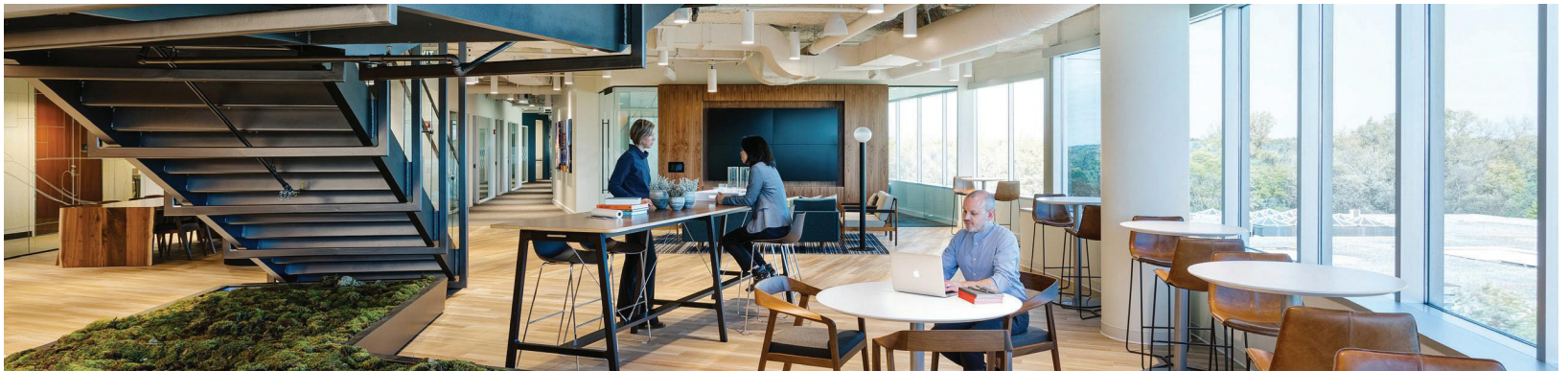
Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.



Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about _____, 20__.

AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC is the property of AVI-SPL or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved



November 1, 2024

Steven Benjamin
Executive Vice President
AVI-SPL LLC
6301 Benjamin Road, Suite 101
Tampa, FL 33634
Email: steve.benjamin@avispl.com

Re: Renewal Award of Contract #R201201

Dear Mr. Benjamin:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that AVI-SPL LLC has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 15, 2020, and subsequent performance thereafter:

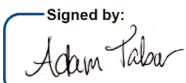
Contract

Audio Visual Equipment, Accessories & Services

The contract will expire on March 31, 2026, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between AVI-SPL LLC, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:

A5A9F62707BB46B
Adam Tabor, MBA, RTSBA
Director, Procurement

DS


Region 4 Education Service Center (ESC)

Contract # 201201

for

Audio Visual Equipment, Accessories and Services

with

AVI-SPL LLC

(as amended 6-12-2024)

Effective: April 1, 2021

The following documents comprise the executed contract between Region 4 Education Service Center and AVI-SPL LLC effective April 1, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of February 23, 2021, by and between Audio Visual Innovations ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Audio Visual Equipment, Accessories & Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 20-14, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, 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 below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. 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 Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice. **Refer to Appendix**
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may 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 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. ***Refer to Appendix B***
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.
- 26) Safety measures. Contractor 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. Contractor shall post warning signs against all hazards created by its 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.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Audio Visual Innovations, Inc.
Address 6301 Benjamin Road, Suite 101
City/State/Zip Tampa, FL 33634
Telephone No. (813) 884-7168
Email Address steve.benjamin@avispl.com
Printed Name Steve Benjamin
Title Executive Vice President
Authorized signature Steve Benjamin, Executive Vice President Digitally signed by Steve Benjamin, Executive Vice President
Date: 2020.12.09 15:21:12 -05'00'

Accepted by Region 4 ESC:

Contract No. R201201

Initial Contract Term April 1, 2021 to March 31, 2024

Margaret S. Bass - 2/23/2021
Region 4 ESC Authorized Board Member Date

Margaret S. Bass

Print Name

Linda Tinnerman - 2/23/2021
Region 4 ESC Authorized Board Member Date

Linda Tinnerman

Print Name