



Attachment B

SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors are expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

At the discretion of the Lead State, the scope of a Master Agreement resulting from this RFP may be amended at any time during its term to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in this RFP.

I. OVERVIEW AND DEFINITIONS

The goal of this solicitation is to award a contract or multiple contracts to Contractor(s) who have the capability to meet the requirements of this scope of work (SOW). This SOW will outline exclusive award categories. The Lead State will be awarding these categories separately, and each category may have one or more contracts awarded.

Award Category 1: Full Line Catalog will be product driven, with a focus and structure similar to the current AV portfolio with added enhancements and modernization. Purchasing Entities will have the capability to purchase a full line of audio and video equipment and supplies to facilitate government operations. An enhancement to this portfolio in contrast with the current portfolio is the recognition of the ever-changing technology landscape, as there will be flexibility to amend the contract to permit new technologies within the AV scope to be added for the benefit of end users of this portfolio. Minor installation such as wall mounting or simple plug-and-play quality set-up can be proposed as a value-add in this category. In addition, training may be offered specific to a product purchase also in the value-add section.

Award Category 2: Commercial AV Services will be solution driven. This category is designed to focus on providing public entities with a holistic approach to outfitting a need that will most likely be a project that consists of expertise, design, and installation. Due to this focus on services, Contractors shall be able to provide at a minimum the ability to offer consultation, installation, maintenance, etc. for all types of AV solutions. The awarded Contractor(s) shall be responsible for the performance of all aspects of the Contract, including the performance of all subcontractors.

II. AWARD CATEGORY 1: FULL LINE CATALOG – DELIVERABLES

Offerors responding to this solicitation must have the ability to supply a full line catalog of AV equipment and supplies facilitate the online or catalog sale and delivery of such items. Contractor(s) shall be required to assign a contract manager to act as a liaison and contact person between the Purchasing Entities and the Contractor for the purpose of resolving issues or problems related to any part of this contract.

Full Line Catalog Categories – These categories below (1-5) are for the purposes of this RFP only and do not represent or replace what full line catalog structure already exists on the Contractor's side. For RFP purposes, these categories represent the desired products that should be included in the full line catalog. Please see Minimum Discount Schedule details in Attachment I, Cost Proposal for more information. The list below represents a wide array of AV equipment and supplies.



Category 1: Audio Equipment which includes, but is not limited to:

Audio Mixers, Recorders, Digital Signal Processors, Audio Enhancers, Amplifiers, Speaker Systems including Portable Speakers, Stereo Receivers/Equalizers, Radio Receivers, Public Address Systems including portable systems, Intercom and Paging Systems, Wireless Microphone Systems, Audio Recorder and/or Playback Devices, Sound Masking.

Category 2: Video Equipment which includes, but is not limited to:

Video Cameras and Lenses, Equipment for Video Conferencing, Teleprompters, Mixers/Switches, Video Routing and Distribution, Video and or Digital Players/Recorders, Virtual or Augmented Reality Devices, Video Editing Systems. High-Definition Cameras (NON-Security Related), Blu Ray Players/Recorders, Document Cameras Digital Video Storage Devices, Video On-Demand Servers.

Category 3: Photographic Equipment which includes, but is not limited to:

Cameras, Digital Imaging and Editing Software, Camera Lenses & Accessories, Stand Alone Printers for Digital Camera Printing only, SLR (small, medium & large format) and Film Holders, Slide Printers, Digital Memory Cards, Lighting and Accessories.

Category 4: Screens/Display/and Projection Equipment which includes, but is not limited to:

All sizes of LED, OLED screens/monitors/TVs, Projection Screens including Rear Projection, Motorized, Tripod, Portable & Wall, Video Plasma Displays, Panels, Interactive Screens (Whiteboards, Displays, Monitors, Projectors), Video Projection Systems, Video Presentation Boards, Projectors: LCD, DLP (Digital Light Processing), Overhead, and Slide Projection, Digital Signage Systems, Video Wall Systems, Presentation Devices, Virtual Reality and Hologram Systems.

Category 5: Peripherals/Accessories which includes, but is not limited to:

Products in this category will include those used in relation with the above Product Categories 1-4 - Audio Video Mobile Carts, AV Mounting Systems, Podiums, Lecterns, Stands, Equipment Cases, Racks and Rack Mounting Equipment, Test Equipment, Batteries, Chargers, Cables, Connectors, Adapters, Multimedia Consoles and Control Systems, Switchers, Routers, Camera Accessories: Tripods, Fluid Heads, Camera Support Equipment, A/V Tables and Desks, Lighting.

These categories are meant to provide the full line catalog desires of this scope of work to ensure that the products offered are a wide variety to public Participating/Purchasing Entities. This list is not meant to limit any AV products that is not listed above.

Software:

Any software purchase or product that includes a software component to operate properly, the Contractor shall include a copy of any software licensing agreement or other related licensing agreement for any product at the time of quote and attached with any invoice when requested by the Customer. Software purchases are meant to be purchased only in support of AV products. Software can also be purchased standalone if related to AV equipment and supplies (editing software).

Contract Vendor must assure that all software has appropriate licensing permitting all eligible users to use the software. The Contractor must obtain and furnish to the Customer End User License Agreements (EULAs) at the time of quote and/or prior to purchase. All Participating Entities' data security and IT requirements found in each Participating Addendum must be acknowledged and met.



A. Internet-based Ordering System

The Contractor must provide and maintain an Internet-based ordering system consisting of a URL/website that is accessible by all Purchasing and Participating Entities and the Lead State. This ordering system shall be available through the Internet without the use of additional software or licenses. The ordering website shall be available 24 hours a day, free of charge, seven (7) days a week, except for scheduled maintenance. It must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

The Internet-based ordering system at a minimum shall:

1. Allow Participating Entities and Purchasing Entities to search Contractor's catalog based on key word, brand name, description, etc.
2. Provide List Price, Discount information and Contract Pricing for the Purchasing Entity (which may vary based on an individual state's Administrative Fee). Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time cost.
3. The online pricing should allow for overrides when a quote with a negotiated better price has been offered and is being placed online.
4. Website shall include a shopping cart feature that allows Purchasing Entities to provide shipping instructions.
5. The website shall provide contract and ordering information to include, at a minimum: manufacturers name, product name, standard product pricing, and product photos and descriptions.
6. Allow Participating Entities and Purchasing Entities to place an order on-line, with a secure means for storing procurement card information.
7. Provide tracking/status information after an order is submitted as well as order history that will be tied to the purchasers' account.
8. Maintain a database for each Participating Entity. Purchasing Entities shall be identified by a unique number. The database shall include a comprehensive sales record that includes all sales for that Purchasing Entity for the life of the contract. The sales record shall include at a minimum: the date and status of each order (including the date of shipment); the quantity and pricing; as well as the contact information for the individual at the Purchasing Entity that placed the order.
9. Provide and maintain training materials and FAQs for use of the website and the Contract, as well as troubleshooting tips. Training resources shall be updated as necessary.
10. Contractor must provide training that covers basic use of the website, performing searches, ordering, invoicing, customer service tools, credits, etc. to all Purchasing Entities upon request (no more than one, one (1) hour training session per Purchasing Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc.
11. Provide contact information for ordering, billing, credit, service, and other complaints/issues.
12. Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.
13. Be ADA compliant; the website shall meet each Participating Entities' IT accessibility standards.
14. Allow Purchasing Entities to develop personal lists and profiles, including an option to securely store and maintain P-card information.
15. Catalog shall have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.



16. The awarded Contractor(s) will have a maximum of sixty (60) calendar days after award to meet all requirements and have a live fully functional Internet-based ordering system. Failure to meet the sixty (60) day requirement will be considered a default and may lead to cancellation of the award.
17. Online catalog shall be restricted to awarded contract category(s) products only. No other products shall be on the website. Contractor shall not use this proposed website to cross sell or cross advertise products that are not included in the awarded category(s).
18. Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.
19. Regardless of the number and types of links to the Contractors electronic catalog, the Contractor shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog.

For large quantity purchases, it is recommended Purchasing Entities request a quote by contacting Reseller representative off-line. Specifics regarding an individual state's requirements for placing an order may be included in that State's Participating Addendum (PA).

It is desired that the Internet-based ordering system be capable of tracking and logging previous order history for each unique account for ease of use and continuity of products routinely ordered.

B. Other Ordering Requirements:

1. Contractor must provide and maintain a toll-free phone number for order placement. At a minimum the Purchasing Entities shall be able to place an order, inquire about orders, and be provided price and availability information. Contractor must establish a wait time to place an order of less than 3 minutes. The toll-free number must also provide customer service Monday-Friday, 8am-8pm EST.
2. Contractor must accept orders via email.
3. Contractor must provide the Purchasing Entity a copy of the Purchase Order with a printable order confirmation after the order is placed, and a printable receipt if a State P-card is used; and
4. There are no guaranteed minimum or maximum quantity amount for orders. Each Purchasing Entity will order products on an as needed basis.
5. Contractor(s) must provide to Purchasing Entities written warranties for all items covered by warranty, including third-party and pass-through warranties.

C. Payment:

1. Contractor must accept payments by check, electronic fund transfer, or with State(s) P-card. The Contractor will be solely responsible for the credit card user-handling fee associated with credit card purchases.
2. The following payment requirement will apply only to payments on orders placed by entities in the State of Alaska
 - a. The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Offerors may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.
 - b. Any single contract payment of \$1 million or higher must be accepted by the Contractor via Electronic Funds Transfer (EFT).

D. Back-Orders

Contractor must take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Purchasing Entities' facilities. Contractor shall provide communication for back-ordered and/or out-of-stock contracted items in real-time via the Internet-based ordering system, or not later than at the time of order. Contractor shall proactively recommend alternative/substitution items for products that are



back-ordered or out-of-stock. Contractor must make effort to provide a price match in the event that the substitution item price is greater than the back-ordered item contract price.

E. Shipping and Delivery

1. All deliveries will be F.O.B. Destination (including Alaska and Hawaii), freight pre-paid are included on quotes and other summary totals, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.
2. The Contractor shall provide the option for deliveries to be designated as "Inside Deliveries" to ensure sensitive AV equipment and supplies will not be compromised by environmental elements. This inside delivery option will be designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order.
3. AV equipment and supplies must be delivered within ten (10) calendar days ARO, unless a longer delivery time is agreed to by the Participating Entity. Contractor will be required to notify the Purchasing Entity within 24 hours of order placement if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Purchasing Entity may cancel the order without penalty and make the purchase elsewhere.
4. Delivery F.O.B. Destination must be included in pricing, no additional delivery fees may be charged except for additional shipping terms like special packaging (e.g. hazardous materials), handling (e.g. next day delivery required), lift gate delivery or a special pricing arrangement has been made between the manufacturer and the Participating Entity that will require the Contractor to charge additional shipping. These items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.
5. Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations. Packaging should meet all applicable environmental and sustainability efforts.
6. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases will be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton will be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
7. With delivery of the equipment, Contractor shall furnish to the Purchasing Entity, a complete instruction manual for the equipment with full instructions on operation of the equipment and preventative and corrective maintenance procedures.
8. With exceptions being made for holidays, special orders and backorders. Contractor must contact the Purchasing Entity to notify them of any deliveries that will not be made within seven (7) calendar days, along with an explanation with the actual delivery date and the reason for the delay. In the interest of clarification, the following days are generally listed as State Holidays and all State office buildings would be closed:
 - a. New Year's Day
 - b. Martin Luther King Jr.'s Birthday
 - c. Presidents' Day
 - d. Memorial Day
 - e. Juneteenth
 - f. Independence Day
 - g. Labor Day
 - h. Veteran's Day



- i. Thanksgiving Day (and in certain jurisdictions, the Day after Thanksgiving)
 - j. Christmas Day
- 9. Also, every day designated by public proclamation by the President of the United States, or the Governor of that State as a legal holiday. If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday falls on a Sunday, Sunday and the following Monday are both legal holidays.
- 10. Late Delivery and Failure to Deliver: Contractor must deliver the equipment and supplies ordered pursuant to the resulting Master Agreement in accordance with all of the terms and conditions contained in the Master Agreement. Repeated failure to meet specified delivery requirements may result in Master Agreement termination, or the Lead State may pursue any other remedies that may be available to it, at its discretion.

F. Warranty

Contractor must ensure warranty service and maintenance for all equipment, supplies and peripherals sold under this contract, including third-party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third-party products furnished through the Master Agreement. Contractor will be responsible for shipping costs in the event of the warrant covering a return.

G. Guarantee of Equipment

Contractors shall guarantee the equipment offered is standard new equipment and that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Products furnished under the terms of this contract will be guaranteed against any defect due to faulty material and/or workmanship. Products must meet all federal, state and local standards for quality and safety requirements and must be UL approved. All equipment delivered under this contract will be first quality manufacture, workmanship and finish. No remanufactured, refurbished, and "grey market" equipment may be provided under this contract. Equipment and devices shall not be regionally locked or coded and all items must be usable in the North America region.

H. Return of Items

1. Contractor Error

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance shall be inspected within five (5) business days and be returned at Contractor's expense within ten (10) business days after receipt of notification from the Purchasing Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Purchasing Entity with appropriate return packaging within the five (5) business day period. Postage must be paid by Contractor, by issuing an appropriate label to the Purchasing Entity via e-mail and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies, or the Purchasing Entity must receive a credit or refund for the purchase price, at the Purchasing Entity's discretion.

2. Purchasing Entity Error

Standard stock equipment and supplies ordered in error by Purchasing Entities will be returned for credit within fifteen (15) days of receipt, at Purchasing Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.



I. Invoicing

Contractor will invoice the Purchasing Entity which placed the order upon delivery. All invoices must list the Entity name; unique identification number assigned by Contractor; contract and order number (State of Alaska Master Agreement Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Participating Entity.

J. Participating Entity Account Numbers

Contractor must establish unique customer/account identification numbers for use by each individual Purchasing Entity. Some Participating Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple agencies).

K. Sustainability

The Contractor should promote corporate and local sustainability practices by aiming to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training.

Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

L. Pricing Considerations

1. Price Changes

- a. Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Participating Entities.
- b. All discounts offered must remain firm or higher during the term of the contract.
- c. Contractor may request a price increase no more than once per Contract year by submitting a request to the Lead State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from published pricing corresponding with the minimum discount list and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The Lead State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the Lead State.

2. Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Participating Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable terms and conditions between the Contractor and manufacturer that are applicable to future orders during the term of the Contract.

3. Price Lists and Updates

Contractor must furnish a "hard copy" and/or an electronic copy (at Lead State's option) of the price list(s) and periodic updates to the Lead State. Contractor must also furnish "hard copy" and/or electronic copy (Participating Entity's option) to all Purchasing Entities for which account numbers have been established. Contractor must distribute price lists in a



timely manner as they become effective. Price lists may be updated no more often than quarterly. Updated price lists may include new items but may not increase the price of items which previously appeared unless the price increase is requested in accordance with Section 1 "Price Changes" above. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Participating Entities at no additional cost. Contractor must not add new replacement products for the purpose of a price increase. SKUs shall be consistent, and Contractor shall document discontinued items in writing when submitting replacement products.

4. Price List Access

At any time during the Contract and for a three (3) year period following the end of the Contract, the Lead State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the Lead State's request may result in Contract termination.

5. Additional Manufacturer Discounts

For contract items, the Contractor agrees to allow any particular Participating Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor, if those discounts will result in a lower net price to the Participating Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract, but at the lower net price as agreed by the Manufacturer and the Participating Entity.

M. Value-Added Services and Product Support: Offerors may propose optional value-added services. Services included in this section are considered in addition to the minimum requirements set forth in this scope of work.

1. **Service Plan:** Offerors may propose a service agreement to provide maintenance and repair on their proposed devices. Offerors service agreement should include, but is not limited to, the following services:
 - a. Item protection plan
 - b. Battery replacement program
 - c. Data tracking of serial numbers
 - d. Additional software enhancements and/or updates
 - e. Offerors may submit additional information on any additional types of service agreements they may offer, to provide maintenance and repair on their devices, i.e., a standard service agreement or premier service agreement.
2. **Product Training**
 - a. **Optional On-site Training:** Offerors shall provide on-site training, as requested. The cost for on-site training should be reflected in the Offerors' cost proposal (Attachment I, Value-Add tab) as a separate rate.
3. **Extended Warranty**
 - a. Offerors may propose an extended warranty past the term of the basic warranty provided under the Master Agreement. Offerors must include a complete description of the coverage provided under the extended warranty in their cost proposal.
4. **Minor Installation** – such as wall mounting or simple plug and play quality set up
 - a. Offerors must be aware of local requirements for the States in which they will be servicing.
 - b. All work performed under a service agreement must meet the specifications for that device.



III. AWARD CATEGORY 2: COMMERCIAL AV SERVICES – DELIVERABLES

Overview:

Offerors responding to this solicitation must have the ability to offer design/consultation, installation, and maintenance for solutions consisting of AV products and equipment. The awarded Contactor(s) shall be responsible for the performance of all aspects of the contract, including the performance of all subcontractors.

Category 2 is intended to provide Participating and Purchasing Entities with a holistic solution that will outfit conference rooms, office spaces, classrooms, etc. with audio video equipment with an emphasis on an integrated approach that the final product can be fully installed and capable of what the AV product is intended to do for the end user.

Performance Requirements:

The Contractor(s) shall:

- Be required to assign a contract manager to act as a liaison and contact person between the Purchasing Entities and the Contractor for the purpose of resolving issues or problems related to any part of this contract.
- Follow the Participating Entities' state and local laws and regulations, especially labor and prevailing wage laws as well as all federal law (i.e. Davis-Bacon Act). Participating Entities will include their laws and regulations in their Participating Addendum (PA) document. All terms and conditions within the PA will be negotiated and executed prior to any work being performed.
- Employ skilled and experienced professionals for the specific task required to ensure highest quality and neat and expeditious performance. Qualified supervision shall be at the site when work is progressing.
- Be licensed in each region, state, jurisdiction, etc. where you are approved and awarded to work. Contractor or subcontractor performing work requiring a license must have obtained the license prior to commencing work. The Participating Entity reserves the right to reject a response if the responder fails to provide the Participating Entity adequate documentation of any required license. The Participating Entity reserves the right to verify any required license prior to final award and at any time during the work. The Contractor shall be responsible for the costs of obtaining or maintaining any licenses, permits, or other costs and shall not pass the cost through on an invoice.
- Be insured to meet each Participating Entities' requirement, this will be found outlined in each Participating Addendum.
- Be responsible for obtaining all necessary permits, plan reviews, and inspections required for the work when applicable. Permits and Plan Reviews required by local authorities or the State shall be secured and paid for by the Contractor.
- Provide all necessary payroll and prevailing wage reports along with any required statements of compliance along with their invoice.
- Be in compliance with each Participating Entities cabling, electrical, and construction materials requirements.
- Final Acceptance of Completed Service by the Participating Entity – Upon completion of installation, maintenance, or repair services, Contractor must submit a request for written final acceptance of service completion from the Participating Entity. After receiving written final acceptance of completion of the service from the Participating Entity, the Contractor may issue an invoice to the Participating Entity. Contractor must satisfy all other Contract submittal requirements necessary for the service prior to submitting the request for written acceptance of service completion.



Request for Quote:

The Contractor shall be able to provide a quote to any Purchasing/Participating Entity for AV projects that require AV devices and equipment be installed or design/consulting services prior to any installation. In the effort to provide a quote, the Contractor will estimate all costs of the project and determine whether the project will need to meet special requirements or be designated a project with different labor rates due to the Participating Entity's statutes or funding. This shall be performed with the Purchasing Entity/Participating Entity before signing off on any work.

- The Contractor shall provide a not to exceed number of hours at the time of quote to complete the service and indicate whether the service will be performed on or off site.
- The Contractor shall clearly indicate each position that will be utilized and the quantity of not to exceed hours for each position. The positions will need to correlate with the position listing and hourly rates found on the Contractor's price sheet.
- In the event a service will be performed both on and off site, the Contractor shall break down the number of hours that will take place at each location.
- At the conclusion of each day performing on-site services, the Contractor must present the Participating Entity with a daily log detailing the work performed that day and number of hours spent on-site. Each log submitted for a project should also be attached to the final invoice. The Participating Entity will only pay for on-site work hours reflected on the daily log.
- In the event the number of quoted not to exceed hours is met, but more time is needed to complete the service, the Contractor shall provide the Participating Entity with a written quote of the amount of additional time needed to complete the service which the Participating Entity must approve in writing before continuing with the service. The Participating Entity will not pay for hours of on-site service exceeding the number quoted that were not approved in writing by the Participating Entity.
- If providing design services (See additional details below in section titled Professional and Technical Design Service) the Contractor shall provide specific details of what is received at time of quote, the extent of design services available, and how design services interact with installation process.
- If required by the Participating Entity, the Contractor shall provide an itemized list of materials with pricing (actual pricing that the Contractor purchased the materials for) and markup percentage information for all materials used on the project. Materials are defined as goods that are necessary for the installation and hook up of the AV equipment.
- Supplies are defined as AV products and goods (HD screens, speakers, projectors, etc.) that will be installed or used to complete the desired project. Contractor shall provide markup information for all supplies quoted to be purchased by the Contractor for the project. Participating Entities have the right to request specific manufacturers.

Quote Requirements:

- Provide Contractor's name and subcontractor's name, and representatives.
- Date of quote and contract number at the top.
- Product, Materials, and Supplies Information – including price, extended pricing, cost plus percentage mark-up including documentation of actual costs of Materials and Supplies that are subject to cost plus percentage mark-up pricing as required by the Participating Entity.
- Quantity of all products to be used in the project.
- Service Line Items – clear and concise number of hours for all positions that will perform work.
- Estimated number of days.
- Any retainage information based on Participating Entity requirements.



- Any performance bond information based on Participating Entity requirements.
- Any additional fringe costs such as: mileage, lodging, freight, as agreed upon with the Participating Entity
- Any software included with the project, and associated licensing agreements.
- Any Service Level or Maintenance Agreements.

The Contractor must provide quotes within ten (10) calendar days of receipt of the request for a quote unless the Participating Entity authorizes more time. In the event a site visit is required before a quote can be issued, the ten calendar day requirement begins the day following the site visit. Prior to fulfilling any order through this Contract, the Contractor must receive written confirmation from the end user that the quote has been received, understood, and accepted. This confirmation must be in the form of a purchase order or other written authorization document dated on or after the date the quote was received.

Installation:

- Before providing a final quote and commencing work, the Contractor will conduct a Pre-Install walkthrough to assess the installation requirements for each project if necessary and required by the Participating Entity. Walkthrough shall include all appropriate personnel to determine installation needs. Price quotes based on such walkthroughs are final.
- All materials, equipment, fixtures, apparatus, etc., shall be new unless specifically indicated in writing by the Participating Entity. Materials, equipment, etc., specified must be manufactured, installed or applied in accordance with the directions of the manufacturer, governing association, and/or laws, unless specifically shown otherwise.
- All cabling and plates are to be new and warranted by the supplier. This includes but not limited to: zip ties, snap toggles, bulk wire, terminations, fasteners, and connectors, video equipment, mountings, etc.
- Strict adherence to all building codes, including National Electric Code (NEC), National Fire Protection Association (NFPA), Americans with Disabilities Act (ADA), and Uniform Building Code (UBC), is required. Local codes, if more restrictive, must take precedence.
- The contractor will be responsible for repairing any demolition, alterations, or access holes. Any holes exposed while dismounting existing equipment will be the responsibility of the Contractor to repair.
- All debris acquired in the installation process is the responsibility of the Contractor for removal and disposal. Contractor must seal any wall, floor, or roof penetrations using approved fire seal compounds.
- The Participating Entity retains ownership of all equipment/supplies removed, unless otherwise agreed to by the Purchasing Entity.
- Upon successful completion of installation of each project the Contractor shall test system functionality for all possible scenarios and document all areas that do not pass the quality testing.

Hazardous Materials. The Contractor is responsible for compliance with any Participating Entity requirements regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the quote and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Participating Entity.

Installation Warranty. At a minimum the Contractor shall provide a one-year warranty for all work performed which includes labor and materials. The warranty period shall not commence until final acceptance by the Participating Entity. The warranty for all AV products and supplies must be extended



from the manufacturer. Contractor shall not sell service or maintenance agreement that overlaps the included one-year coverage.

Response Time and Scheduling. Initiation of work shall be done by individual Participating Entities issuing a purchase order. No installation work shall begin until the Contractor has received a purchase order. This order will be presented to the Contractor by the authorized representative from each Participating Entity. Upon receipt of order, the Contractor shall contact the agency where work is to be performed as soon as possible, but no more than five (5) business days, acknowledging receipt of order and to schedule work. Once the project is started, work is to proceed on a continuous basis or as coordinated with the Purchasing Entity. Interruptions in work on a project must be approved in writing by the Purchasing Entity.

Safety. The Contractor shall take all reasonable and necessary steps to provide for the safety of and prevent damage, injury, or loss to all persons, real or personal property at the work site, and all the equipment at the building, under the care, custody, or control of the Contractor or any of its employees. The Contractor shall promptly notify the Participating Entity if during the term of this agreement the Contractor observes or otherwise learns of any conditions which in the Contractor's judgement, poses a threat to the safety of persons or property, adversely affects the equipment; or is in violation of any applicable codes or regulations.

Damage. At its expense, the Contractor shall promptly remedy and/or repair all damage or loss to any property caused by the Contractor. The Contractor shall not be responsible for damage or loss attributable to the fault or negligence of a Participating Entity.

The Contractor shall be responsible for loss or damage to its equipment while performing work. The Participating Entity will not pay for replacement of equipment or tools lost or damaged during the course of work.

Removed Items and Clean Up. It will be the Contractor's responsibility to legally dispose of all excess materials and supplies used during the job. The site shall be returned to its original state prior to payment for any work done against this Contract. The cost of cleanup performed by a Participating Entity as a result of the Contractor's failure to provide the cleanup required by this solicitation shall be deducted at the actual cost to the Participating Entity from the purchase order sum.

Professional and Technical Design Service. Design services are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation, and result in the production of a report or the completion of a task. The design service does not include the provision of supplies or materials except as incidental to the provision of the design service. The Contractor assumes responsibility and warrants that the design or installation of a specific system will meet the Purchasing Entity's needs as described.

Any design service must be directly related to AV scope of work. Additional contract documents agreed to between the Participating Entity and the Contractor may be required to be completed for design services prior to issuing a purchase order. Participating Entities must follow all applicable laws, rules, policies, and procedures.