



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

June 27, 2012

Audio Visual Innovations Inc
901 South Mopac Expresway
Tower I, Suite 350
Austin, Texas 78746

The City has awarded the contract to your company for the PURCHASE AND INSTALLATION OF AUDIO VISUAL EQUIPMENT for the City of Austin, Austin Water Utility Department in accordance with the referenced documents.

Responsible Department:	AWU
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	darrell.richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	AV Equipment for Waller Creek
Contractor Name:	Audio Visual Innovations
Contract Number:	CT 2200 12050200895
Contract Period:	Completion per contract
Contract Amount:	\$146,559.94
Extension Options:	None
Extension Amount Per Option:	NA
Requisition Number:	RQS 2200 12030800740
Solicitation Number:	TCPN R5105
Agenda Item Number:	No.39
Council Approval Date:	04/26/2012

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Cruz Banda, Buyer II
Purchasing Office
Finance and Administrative Service Department

cc:



PURCHASE ORDER

PO VENDOR SINGLE

PAGE NO: 1

REFERENCE NUMBER: CT 2200 12050200895

P.O DATE: 05/02/12

PRICE AGREEMENT #:

V John Sublett
E AUD8304186 1
N AUDIO VISUAL INNOVATIONS INC
D 901 South Mopac Expressway
O Tower I, Suite 300
R AUSTIN TX 78746

S Austin Water Utility
H
I 625 E 10TH ST STE 500
P
Austin TX 78701-2631
T
O

B Water & Wastewater Utility
I
L 625 E 10TH ST STE 500
L
Austin TX 78701-2631
T
O

Requestor: Darrell Richmond, 972-0313
Buyer: See Solicitation, 512-974-2500

THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS (T & Cs) ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER (PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THE T&Cs ARE AVAILABLE AT <http://www.ci.austin.tx.us/purchase/standard.htm> OR CALL THE PURCHASING OFFICE AT (512) 974-2500. PLEASE INCLUDE ABOVE REFERENCE NUMBER ON ALL PACKAGES, DELIVERIES AND INVOICES.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
1			Commodity: 93906 Audio-Visual Equipment Purchase and installation at Austin Water Utility, 625 E.10th St. - Waller Creek conference room #104. This equipment and installation is in accordance with TCPN Contract #R5105	0.000000	\$ 146,559.94

Order Total: \$ 146,559.94

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.


Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

6-27-12

Date

**Contract between the City of Austin ("City")
and
Audio Visual Innovations, Inc. ("Contractor")
for
Audio Visual Equipment and Services**

This Contract is between Contractor having offices at 6301 Benjamin Road, Suite 101, Tampa, FL 33634 and the City, a home-rule municipality incorporated by the State of Texas, and is effective when signed by an authorized representative of the City. This Contract meets solicitation requirements by using Contractor's contract with The Cooperative Purchasing Network ("TCPN") contract No. R5105 ("TCPN Contract").

1.1 This Contract is composed of the following documents:

- 1.1.1 TCPN Contract
- 1.1.2 This Contract
- 1.1.3 Statement of Work and Pricing, attached hereto as Exhibit A
- 1.1.4 Supplemental Agreement, attached hereto as Exhibit B
- 1.1.5 Non-Discrimination Certification, attached hereto as Exhibit C
- 1.1.6 Living Wage, Contractor's Certification, attached hereto as Exhibit D
- 1.1.7 Living Wage, Employee's Certification, attached hereto as Exhibit E

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 TCPN Contract
- 1.2.2 This Contract
- 1.2.3 Exhibit B
- 1.2.4 Exhibit A
- 1.2.5 Exhibit C
- 1.2.6 Exhibit D
- 1.2.7 Exhibit E

1.3 Quantity. Quantity of goods or services will be determined as set forth on Exhibit A.

1.4 Term of Contract. The Contract will be in effect from the day signed by an authorized representative of the City and will continue until the system is installed and accepted by the City or earlier terminated by the City. The term shall continue for maintenance and support for twelve (12) months from the date the City accepts the system.

1.5 Compensation. The Contractor will be paid a not-to-exceed amount of one hundred forty-six thousand, five hundred fifty-nine dollars and 94 cents (\$146,559.94) for all fees and services.

1.6 Termination for Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy

available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

This Contract (including any Exhibits and Attachments) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Audio Visual Innovations, Inc.

City of Austin

Steve Benjamin
Printed Name of Authorized Person

CRUZ BANDA III
Printed Name of Authorized Person

Signature

Signature

Executive VP
Title:

Buyer II
Title:

6/25/12
Date:

6/27/12
Date:

- Exhibit A – Scope of Work and Pricing
- Exhibit B - Supplemental Provisions
- Exhibit C – Non Discrimination Certification
- Exhibit D – Contractor's Living Wage Certification
- Exhibit E – Employee's Living Wage Certification

EXHIBIT A

Scope of Work

Pre-Installation

Within two (2) business days from receipt of the order, Contractor will communicate with the City. This initial communication will include detailed information regarding the process of the project and the contact information for those who will be responsible for the project progress and completion. This communication will also provide the contact information and organization of the Contractor operation who will be working with the City. Shortly thereafter, the City will hear from the technical project team member responsible for the City's project regularly throughout the entire project. Contractor is committed to keeping the City informed from the beginning to the end of the project.

The pre-installation phase is critical in ensuring a seamless integration of the specified system. It is during this phase that coordination between the project engineer, architects, general contractors, and other trades begins. While coordination with the other trades is occurring, the Contractor engineering team develops the required facility drawings, signal flow diagrams, equipment rack layouts and the design and programming of the custom control system's graphical user interface (GUI).

During the pre-installation phase, Contractor's fabrication team will assemble equipment racks and perform wiring and termination of equipment within the racks. The final stage of pre-installation is testing. During the testing process, Contractor's fabrication and engineering teams will test each piece of equipment to ensure it is *working properly* and is without noticeable manufacturer defect. Additional tests performed include testing for proper signal flow and custom control system operation.

On-site Integration

This phase is by far the most noticeable, with the bulk of the integration being accomplished once the City's facility is clean and secure. To ensure expectations are met, the field integration team responsible for the installation reports to and is directed by the Project Engineer for the system.

Contractor's professional field integration team will install the system in a manner that exceeds industry standards. Contractor and industry trained integration team will install all components, cables and hardware necessary to support the specified system. At the end of each day's work, the field team does two additional tasks. First, the area in which Contractor worked will be left in a clean and orderly state. Second, field teams report progress to Contractor to assure that we are up to date on every aspect of the project.

Upon completion of the physical installation, the Project Engineer along with the field integration team will perform functionality tests on the entire system. It is at this point that final adjustments are made to ensure optimum performance of each component and the system as a whole.

Training

Every system provided by Contractor includes user training. Systems should be easy to use; however Contractor is committed to providing clear and concise instruction on the use of each system. Therefore, training is an integral part of the delivered system. The training and the associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. The training will consist of instruction and hands-on experience with the system.

Documentation

Final documentation will include as-built diagrams and the equipment operations manuals. The manuals delivered are those that are provided by the manufacturers with the products. This documentation will be assembled, bound and delivered on the day of the training.

Note: Audiovisual products do not ship from the manufacturers with maintenance and/or service manuals. In most cases, there are no user serviceable components within these products. Maintenance and service manuals are generally restricted to authorized and trained service providers and not available to the general public. Therefore, maintenance and service manuals are not a part of the standard documentation.

Project Coordination

To facilitate the effective execution of the project, within two (2) days of the receipt of the order, Contractor will establish the working relationship with the City. This will include the definition of primary contacts, implementation schedule, work site access, other trades coordination and escalation methodology. This will include the following:

- Contractor will provide the City with the contact information for the responsible Contractor person with whom City coordination will occur through the duration of the project.
- City will provide the contact information for the designated City representative.
- City will provide facility access requirement including job site gate requirements, security and escort requirements where required.
- Schedule changes will be coordinated between the Contractor responsible person and the City representative. Contractor recognizes that schedules change and that those changes may impact the overall project implementation schedule. Contractor recognizes that schedules change and that those changes may impact the overall project implementation schedule. Contractor expects to be notified, in advance in writing, of access restrictions on scheduled work times.

Delivery Timelines

A ganit chart with timelines will be issued for this project based upon the construction schedule. Actual delivery and installation schedules will be released approximately one week after the receipt of the order.

The quotation is based on an installation schedule requiring Contractor to work normal hours. This schedule requires the work of other trades to be completed prior to Contractor's scheduled task. Where possible, Contractor will work in tandem with the other trades to improve the schedule.

Escalation Process

At the outset of the project, Contractor will provide the contact information for the office supporting the project and the management of the company. In this way, if there is ever a question or concern, Contractor has provided a quick and simple explanation of the Contractor operation from the people performing the work in the project to the management team. In every case, the first point of contact is that one person who identified themselves as the primary person responsible for the project. This person is the one who has the most direct information on the project.

Complete Customer Care and Managed Services

One of Contractor's primary goals is to ensure that the City receives the optimum return-on-investment from their AV technologies. With the support of Contractor's extensive Customer Care program, the City can:

- Improve technology-related productivity
- Reduce costs
- Gain new efficiencies
- Improve the effectiveness of presentations and conferences

Contractor will provide the right expertise and comprehensive support. Contractor will provide 24/7/365 support, both on-site and off-site.

Help Desk

All of Contractor's service plans include the help desk. The help desk provides toll-free service via phone, web or email, and is available 24 hours a day, 7 days a week for assistance with any technology problems experienced by the City. The help desk technicians are highly trained on all types of equipment and systems, have years of experience, and are prepared to manage all levels of customer issues. Services include:

- Dedicated toll-free number
- International Support
- Access to industry experts on all forms of technology components
- Technician certifications include Cisco, Polycom, Tandberg, and Lifesize

Warranty

Contractor's Warranty Program includes the 24x7 help desk, discounts on parts needed for repairs, as well as a guaranteed response time on service calls (24 hour for Customer Care Plus, 48 hour for Customer Care) and free shipping for any equipment or parts under warranty. The warranty program provides peace of mind and priority service.

- 24x7 help desk support
- Discount on parts
- Guaranteed 24 hours (Customer Care Plus) & 48 hours (Customer Care) response time for service calls
- Contractor honors all manufacturer warranties

- Free shipping on equipment under warranty

The System

DISPLAY SYSTEM

The display system shall include three (3), 55" Commercial Grade LCD screens capable of displaying any resolution up to 1080p. The native resolution for the LCD shall be a minimum of 1080p. The LCDs are to be ceiling mounted.

One (1) Owner Furnished Christie LW400 with standard lens and lens shift will be mounted at the appropriate distance from the City furnished, recessed electric screen. The projection system can be used for local presentations.

Any input can be routed to any of the displays or in "Meeting Mode". All displays will show the same image.

INPUTS

One (1) RS232 HD Tuner for cable TV has been included in the proposal. Cable TV can be routed to any or all displays. Channel selection will be via the Crestron Wired or Wireless control panel.

One (1) Blu-Ray/DVD player has been included in the proposal. Blu-Ray/DVD images can be routed to any of the displays.

PCs and Laptops will connect to the system via three (3) input locations. These input locations will include HDMI and VGA with Audio.

ROUTING

All of the inputs will be routed through Crestron digital media system allowing the images to be routed to any of the displays.

AUDIO

The audio system shall include eight (8) Gooseneck Microphones connected to a Biamp audio processing unit (APU). This APU will include Automatic Gain Control and Automatic Noise control. Twelve (12) recessed ceiling speakers with a 70V speaker amplifier will reproduce all audio. One (1) wireless lapel and one (1) handheld wireless microphone has been included. One (1) fixed microphone has been included for the lectern/podium.

ASSISTIVE LISTENING

One (1) Assistive Listening system has been included to include transmitter, four (4) receivers and antenna.

CONTROL SYSTEM

The control system shall include an integrated control system which will handle all routing, projector control, LCD controls, volume control, and transport functions for the assigned BluRay/DVD and Cable Tuner. The custom control system shall be designed to simplify the operation by consolidating all primary functions into One (1) "Wireless color panel, and One (1) Wired color Touchpanel. The Soul of the Control System is the integrated controller; it stores the program that interacts with all the components that comprise the custom audiovisual system. The heart of the system is the wireless control panel; it is the interface device between the User and the control system.

The system control capabilities for this project include, but are not be limited to the following:

- System Power (On/Off)
- Input/Output Source selection
- Camera(s) - Pan, Tilt, Zoom
- BluRay/DVD- Play, Stop, FF, RWD, Pause
- Cable TV – Channel Up/Down
- System Volume Control -Up, Down, Mute
- Automation of multiple devices

PRESS BOX CONNECTIVITY

One (1) Output Panel or "Press Box" has been included to allow for external Press to connect and receive direct feeds from the system.

PORTABLE STUDIO

One (1) Newtek Portable Broadcast Switcher capable has been included to manage audio and video for streaming/recording.

DIGITAL AUDIO RECORDER

One (1) Digital Audio Recorder has been included to record audio for mandatory recordings and for backup.

EQUIPMENT RACK

One (1) equipment rack will be provided and located within the designated AV closet. The equipment rack will include a drawer for storing of remotes and documentation, a power sequencer, and custom rack shelves for the devices providing an additional level of security. The equipment rack will require proper ventilation. All cables will be numbered and labeled and will be reflected on an as built drawing.

LIGHTING

Contractor has included a Lutron lighting design and installation of dimmable fixtures and graphic eye controllable from a wall panel or Crestron Control panel.

Pricing
Proposal #162002, dated March 7, 2012
[Note: What does OFE mean?]

Item	Qty	MFG	Description	Unit Price	Extended Price
1					
2			Equipment Rack		
3	1	Middle Atlantic	Full Height Equipment Rack, Smoked Glass	\$1,072.99	\$1,072.99
4	1	Furman	PS Pro Series II Power Sequencer	\$277.22	\$277.22
6	3	Middle Atlantic	Rackmount power strip	\$132.01	\$396.03
16			AV Remote Control Systems		
17	1	Crestron	Crestron DM Config – SDI	\$23,466.67	\$23,466.67
19	1	Crestron	12" LCD Panel (Adden #3 change from 15")	\$3,777.78	\$3,777.78
23	1	Crestron	8" Wireless Control Panel	\$2,111.11	\$2,111.11
24	1	Crestron	5-Port Power over Ethernet Switch	\$222.22	\$222.22
25	1	Crestron	Ceiling Mount 802.11 a/b/g Wireless Access Point	\$222.22	\$222.22
27	1	Crestron	Tabletop Docking Station for TPMC-8X Series	\$277.78	\$277.78
29			Video Data Projector		
30	1	Christie	LW400 3LCD WXGA Projector	OFE	OFE
31	1	Christie	Lens 3.9-7.3.1 Lens	OFE	OFE
32	1	Chief	18-24" Speed Connect Adjustable Extension Column, white	OFE	OFE
33	1	Chief	Universal Projector Mount, white	OFE	OFE
34	1	Chief	Speed-Connect Above Tile Suspended Ceiling Kit	OFE	OFE
52			Video Cameras		
53	5	Vaddio	Wal VIEW CCU HD-18W SDI	\$4,438.89	\$22,194.45
54	5	Vaddio	SDI Card Slot	\$1,050	\$5,250.00
55	5	Vaddio	Thin Profile wall mount bracket	\$83.33	\$416.65
58			Flat panel Monitors		
59	3	NEC	LCD, 55" MONITOR 1080P 3000:1 CONTRACT BLACK	\$2,555.56	\$7,666.68
60	3	Chief	Ceiling Mount	\$265.37	\$796.11
61	3	Chief	Extension Column	\$82.33	\$246.99
62	3	Chief	Offset Ceiling Plate	\$34.83	\$104.49
63	3	Chief	Trim ring, black	\$8.87	\$26.61
65			Television Tuner		
68	1	Cont. Research	HSTV Tuner	\$777.78	\$777.78
67	1	Cont. Research	Rack Mount for Tuner	\$44.44	\$44.44
68	1	Cont. Research	RF A/B Switch	\$74.44	\$74.44
69	1	Terk	Amplified directional indoor HDTV antenna	\$43.23	\$43.23
72			DVD Player		
73	1	Sony	BluRay/DVD Player	\$165.56	\$165.56
74	1	Middle Atlantic	Custom Rack Shelf for BlueRay/DVD	\$88.37	\$88.37

Item	QTY	MFG	Description	Unit Price	Extended Price
77			Audio Processor and Expander		
78	1	Biamp	Audiaflex processor (with CobraNet)	\$2,883.33	\$2,883.33
79	3	Biamp	Dual-Channel Mic/Line Input Card	\$143.33	\$429.99
80	5	Biamp	Dual-Channel Mic/Line Output Cards	\$87.78	\$438.90
81	1	Biamp	Audia Input Expander	\$887.78	\$887.78
84			Table Top Microphones		
85	8	Shure	5" Gooseneck Mics	\$108.61	\$868.88
86	8	Shure	Desktop Base	\$150.17	\$1,201.36
87	8	Shure	Cardiod element for MX405 mic, black	\$40.00	\$320.00
89			Celling Mounted Speakers		
90	12	Electrovoice	Speaker	\$201.00	\$2,412.00
91			Wireless		
92	1	Shure	Lavalier/handheld dual wireless systems	\$925.00	\$925.00
95			Power Amplifiers		
96	1	QSC	Amplifier	\$974.21	\$974.21
99			Audio Balancing Transformer		
100	1	Extron	Two Channel Audio Balanced/Unbalanced Converter	\$138.89	\$138.89
103			Assistive Listening System		
104	1	Williams Sound	Listening System includes xmtr, 4 rcvrs, batteries, earphones	\$623.33	\$623.33
105	1	Williams Sound	Antenna	\$112.78	\$112.78
106	1	Williams Sound	Rack Mount for PPA T35 transmitter	\$37.28	\$37.28
111			Lectern Microphones		
112	1	Shure	10" gooseneck mic for podium	\$108.61	\$108.61
113	1	Shure	Cardiod element for MX410 mic, black	\$40.00	\$40.00
114	1	Shure	Microflex Surface Mount Preamp	\$89.72	\$89.72
115			Digital Audio Recorder		
116	1	Martel	Digital Court Recorder	\$1,105.56	\$1,105.56
117	1	Martel	Transcription Kit	\$221.11	\$221.11
122			Portable Broadcast Switcher		
123	1	Newtek	Portable Broadcast Switcher	\$7,996.00	\$7,996.00
124	1	Middle Atlantic	Sliding Rack Shelf	\$60.26	\$60.26
132			EDID Emulator for VGA		
133	3	Extron	VGA EDID Emulator	\$150.00	\$450.00
134	3	Extron	Power Supply	\$38.89	\$116.67
139	2	Viewsonic	19" LCD LED	\$147.78	\$295.56
140	2	Extron	Extender AAP VGA and Audio xmtr	\$288.89	\$577.78
141	5	Extron	HDMI 101 equalizer	\$216.67	\$1,083.35
142	5	Allinex	HDMI to RGBHV converter	\$238.33	\$1,191.65
144	5	Extron	Displayport M to HDMI F Adapters	\$27.78	\$138.90

Item	Qty	Mfg	Description	Unit Price	Extended Price
145	5	Gefen	Mini Displayport M to HDMI F Adapters	\$34.84	\$174.20
147	2	Extron	Extender VGA and Audio Line Driver rcvr	\$255.56	\$511.12
148	1	Dalite	Electric Screen	OFE	OFE
155			Other		
156	6	Extron	DPM-VGAF-DisplayPort Male to VGA Female Active Adapter – 6" Pigtail	\$44.44	\$266.64
157	3	Extron	6' Male to Male VGA Molded Connectors with Audio Cables	\$27.78	\$83.34
158	4	Extron	RSF 123 – Rack Shelf Kit for 3.5" Deep Products	\$72.22	\$288.88
159	1	Liberty	Custom rack panel for switcher & audio recorder I/O	\$75.56	\$75.56
160	1	Liberty	Custom rack panel with duplex AC, & 2x RJ45 LAN	\$75.56	\$75.56
161	3	Extron	1' 15-pin HD Male to BNC Male Mini High Resolution Cables	\$20.00	\$60.00
162	3	Extron	Male to Male VGA Molded Connector Cables	\$12.22	\$36.66
163	1	Extron	Four Gang AAP Mounting Frame, black	\$77.78	\$77.78
164	3	Extron	AAP One 15 pin HD Female to Five BNC on Pigtails, 1 3.5mm barrel, black	\$61.11	\$183.33
165	1	Extron	Video and RGB Scaler	\$1,472.22	\$1,472.22
166	1	Extron	6' 15-pin HD Male to BNC Male	\$24.44	\$24.44
167	1	Extron	6' Component video cable	\$16.67	\$16.67
168	1	Extron	6' DVI-A Male to VGA Male Adapter	\$27.78	\$27.78
169	3	Extron	16" 5-pin HD Male to BNC Female	\$21.11	\$63.33
170	1	Extron	6' Male to Male Micro VGA Cables	\$23.33	\$23.33
171	1	Extron	6' S-video M-to-M	\$7.78	\$7.78
172	3	Extron	50' S-video M-to-M	\$38.89	\$116.67
173	2	Extron	75' S-video M-to-M	\$55.56	\$111.12
174	4	Extron	6' S-video M-to-M	\$7.78	\$31.12
175	2	Whirlwind	3' XLRM-XLRF cable	\$10.08	\$20.16
176	4	Extron	6' S-video M-to-M	\$7.78	\$31.12
177	4	Whirlwind	3' XLRM-XLRF cable	\$10.08	\$40.32
178	6	Extron	AAP Two XLR 3'pin female, black	\$38.89	\$233.34
179	3	Extron	AAP HDMI F to HDMI F on 10" pigtail	\$44.44	\$133.32
180	3	Extron	12' High speed HDMI cable	\$50.00	\$150.00
181	3	Extron	50' HDMI cable	\$205.56	\$616.68
182	3	Extron	3' High speed HDMI cable	\$22.22	\$66.66
183	3	Extron	6' Male to Male VGA cables	\$12.22	\$36.66
184	1	Middle Atlantic	3' RU rackmount drawer	\$107.06	\$107.06
185	8	Middle Atlantic	1 RU vented panel	\$8.69	\$69.52
186	8	Middle Atlantic	1 RU blank panel	\$5.44	\$43.52
187			Press Box		
188	1	PenelCrafters	Custom Plate for Press Box Connectivity	\$1994.44	\$194.44
189			Lighting		
190	1	Lutron	Custom Quote for Controllable Lighting, Fixtures, Installation	\$16,944.44	\$16,944.44
191	1	AVISPL	Contingency for Custom Items	\$5,000.00	\$5,000.00

Pricing Summary

Equipment Total	\$122,863.49
Installation Materials	\$2,400.00
Labor and System Warranties	\$19,305.27
General and Administrative	\$1,991.18
Tax	N/A Tax-Exempt
TOTAL	\$146,559.94

Note: The City shall pay Contractor upon completion of the installation and successful implementation of the system.

**EXHIBIT B
SUPPLEMENTAL PROVISIONS**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Cindy Turner; Phone: 813-884-7168 x2062; Email: cindy.turner@avispl.com. The City's Contract Manager for the engagement shall be Kevin Buchman; Phone: 512-972-0151; Email: Kevin.buchman@austintexas.gov.

2. **Invoices.** Invoices shall contain a unique invoice number, the purchase order or delivery order number and the TCPN Contract Number, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Accounts Payable
Address:	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.1 Payment.

3.1.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.1.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.1.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.1.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.1.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.1.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.1.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.1.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.1.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.1.3.7 failure of the Contractor to comply with any material provision of the Contract.

3.1.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.1.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

4. **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

5. **Workforce.**

5.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

5.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City contract or on the City's property:

5.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract.

5.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

5.3 If the City or the City's Contract Manager notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

6. **Right To Audit.**

6.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

6.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Audio Visual Innovations, Inc.

ATTN: ~~Cindy Turner~~ Steve Benjamin

6301 Benjamin Road, Suite 101

Tampa, FL 33634

8. Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

8.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

8.2 The Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

8.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

9. **Venue.** All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

10. **Travel Expenses.** There are no travel expenses authorized for this Contract.

11. **Insurance.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

11.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

11.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

11.1.2 Contractors/Subcontracted Work

11.1.3 Products/Completed Operations Liability for the duration of the warranty period

11.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

11.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

11.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

11.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

11.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

11.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

11.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

11.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

11.3.1 The Contractor's policy shall apply to the State of Texas

11.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

11.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

11.4 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

11.5 Certificate. The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

12. Dispute Resolution.

12.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

12.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.

13. Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

14. Equal Opportunity.

14.1 Equal Employment Opportunity. No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

14.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

15. Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

16. Delays.

16.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

16.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

17. Subcontractors.

17.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

17.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

17.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

17.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

17.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

17.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

17.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

17.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

17.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

18. Living Wages and Benefits.

18.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

18.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

18.3 The City requires Contractors to provide a signed certification within five (5) calendar days of contract execution certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan (see Exhibit D, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

18.4 The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

18.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

18.4.2 time and date of week when employee's workweek begins;

18.4.3 hours worked each day and total hours worked each workweek;

18.4.4 basis on which employee's wages are paid;

18.4.5 regular hourly pay rate;

18.4.6 total daily or weekly straight-time earnings;

18.4.7 total overtime earnings for the workweek;

18.4.8 all additions to or deductions from the employee's wages;

18.4.9 total wages paid each pay period; and

18.4.10 date of payment and the pay period covered by the payment.

18.5 The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications for all employees directly assigned to the contract containing (see Exhibit E, Living Wages and Benefits Employee Certification):

18.5.1 the employee's name and job title;

18.5.2 a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;

18.5.3 a statement certifying that the employee is offered a health care plan with optional family coverage.

18.6 The employee certifications shall be signed by each employee directly assigned to the contract.

18.7 Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.

18.8 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph verify compliance with this provision.

19. **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 21st day of June, 2012

CONTRACTOR Audio Visual Innovations, Inc

Authorized Signature [Signature]

Title Steve Benjamin - EVP

EXHIBIT D
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Contractor Certification
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this Contract:

are compensated at wage rates equal to or greater than \$11.00 per hour; and


are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Bo Murgo	Sales Engineer
Keith Marquess	Project Engineer

all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

If Contractor violates this Living Wage provision Contractor shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the Contractor to possible suspension or debarment.

Company Name	Audio Visual Innovations Inc.	
Signature of Officer or Authorized Representative	Title	Date
	Sales Manager	7/9/2012
Type or Print Name		
Tom Mazzella		



Innovative Audio Video Communications Made Simple.™

Company:

Audio Visual Innovations, Inc.

Contract(s):

Technology Solutions

Contract Number:

R5105 (All PO's must reference "Per TCPN Contract")

Contract Term:

November 22, 2011 through October 31, 2012 (with the option to renew annually for four (4) additional years)

Products and Services:

Tampa-based AVI-SPL is recognized as an innovative leader in the collaboration and AV industry, the result of a 2008 merger between Audio Visual Innovations (AVI) and Signal Perfection Ltd (SPL). Our core value lies in a depth of well-blended expertise, which includes a genuine passion for working with the industry's most advanced collaboration and audiovisual technologies. Our goal is making complex, advanced audio video communications solutions easy to use and effective for our clients.

In a challenging global economy and changing industry landscape, we are firmly dedicated to meeting the unique needs of our customers. As your true partner, we translate our expertise into your success, tailoring a dynamic range of advanced video conferencing, Telepresence systems and more towards your distinct initiatives.

Documents:

[Click Here for Due Diligence Documents](#)

Order Placement:

Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."

Pricing:

Contact Vendor for Pricing

Vendor Contacts:

Audio Visual Innovations, Inc.

6301 Benjamin Road, Suite 101

Tampa, FL 33634

PH: 800.282.6733

purchaseorders.TCPN@avispl.com

Vendor Website:

<http://www.avispl.com>

EPLS



Excluded Parties List System

Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

View Cause and Treatment Code Descriptions

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

OFFICIAL GOVERNMENT USE ONLY

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Audio Visual Innovations, Inc.

As of 11-Jul-2012 10:45 AM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)
- > [System for Award Management \(SAM\)](#)

Reports

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

Archive Search - Past Exclusions

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

Contact Information

- > [For Help: Federal Service Desk](#)

A G E N D A



Recommendation for Council Action (Purchasing)

Austin City Council

Item ID:

14201

Agenda Number

39.

Meeting Date:

April 26, 2012

Department:

Purchasing

Subject

Authorize award and execution of a contract through The Cooperative Purchasing Network (TCPN) Contract, with AUDIO VISUAL INNOVATIONS, INC., for the purchase and installation of audio and video equipment, and a one year maintenance warranty, to provide audio and visual recordings at various meetings conducted at the Waller Creek Center by the Austin Water Utility, in an amount not to exceed \$146,560.

Amount and Source of Funding

Funding is available in the Fiscal Year 2011-2012 Operating Budget of the Austin Water Utility Department.

Fiscal Note

There is no unanticipated fiscal impact. A fiscal note is not required.

Purchasing
Language:Prior Council
Action:For More
Information:

Cruz Banda, Buyer II, 974-2133

Boards and
Commission
Action:

Recommended by the Water and Wastewater Commission.

Related Items:

MBE / WBE:

This Cooperative Purchase is exempt from the MBE /WBE Ordinance. This exemption is in compliance with Chapter 2-9D of the City Code (Minority -Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this contract.

Additional Backup Information

This contract with Audio Visual Innovations Inc., Austin, Texas is for the purchase and installation of a durable and reliable audio and video recording system at Waller Creek Center. This contract will replace aging recording equipment, mounted speakers and audio mixing equipment that are currently used to create audio recordings for Austin Water boards and commission meetings, stakeholder and town hall meetings, citizen advisory committee meetings, in-house media productions, and other meetings conducted by Austin Water.

Complete installation includes replacing the current audio system, adding video component and capabilities, reconfiguring existing lighting, installing a programmable control system to adjust microphones, cameras, projector, and sound system, and developing an equipment rack with locking doors to house audio/video equipment. The completion of this audio/video build out allows broadcast viewing through Channel 6.

All consideration to purchase and install this equipment was viewed by the City of Austin Public Information Office and Austin Water Information Technology Services.

Audio Visual Innovation Inc. is under contract through TCPN to provide this equipment to other public entities nationwide. TCPN is a national governmental purchasing cooperative able to leverage the purchasing potential of governmental entities in all 50 states - this means equal pricing for the smallest entity and the largest buyer. TCPN competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations.



REQUISITION
RQS VENDOR SINGLE

PAGE NO: 1
REFERENCE NUMBER: RQS 2200 12030800740
P.O DATE: 03/08/12

V AARON WHITE
E AUD8304186 1
N AUDIO VISUAL INNOVATIONS INC
D 2105 DONLEY DR STE 200
O
R AUSTIN TX 78758-4513

S Austin Water Utility
H
I 625 E 10TH ST STE 500
P
Austin TX 78701-2631
T
O

B Water & Wastewater Utility
I
L 625 E 10TH ST STE 500
L
Austin TX 78701-2631
T
O

Requestor: Darrell Richmond, 972-0313
Buyer: See Solicitation, 512-974-2500

THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS (T & Cs) ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER (PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THE T&Cs ARE AVAILABLE AT <http://www.ci.austin.tx.us/purchase/standard.htm> OR CALL THE PURCHASING OFFICE AT (512) 974-2500. PLEASE INCLUDE ABOVE REFERENCE NUMBER ON ALL PACKAGES, DELIVERIES AND INVOICES.

Line	Quantity	Unit	Commodity Information / Description (s)		Unit Price	Extended Amount
1			Commodity: 93906	Audio-Visual Equipment Maintenance and Repair installation fo Audio Visual equipment at Waller Creek conference room #104	\$.00	\$ 146,559.94

Order Total: \$ 146,559.94

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date