

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARTISAN SYSTEMS**

This Linking Agreement (“Agreement”) is entered into as of this 14th day of January, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Artisan Systems, an Arizona company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On August 17, 2023, the City of Tucson, a member of the Arizon Cooperative Program, entered into a contract with Contractor to purchase the goods and services described in contract no. 230149-01 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement on an as-needed basis, as noted in **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was August 17, 2023, until the date the contract terminates on August 16, 2026, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond August 16, 2028. The initial period of this Agreement is the period from the Effective Date of this Agreement until August 16, 2026.
- B. The City may extend the term of this Agreement for two (2) additional one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services on an as-needed basis, as noted in **Exhibit B.**
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C.**
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Mike Siewerth
6835 N. 57th Drive, Suite 100
Glendale, AZ 85301

and

Artisian Systems
15876 N. 76th Street, Suite 100
Scottsdale, AZ 85280

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

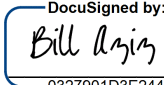
“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

“Contractor”

Artisian Systems,
an Arizona company

By:  1/3/2025
Name: Bill Aziz
Title: Owner

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARTISAN SYSTEMS**

**EXHIBIT A
CITY OF TUCSON CONTRACT NO. 230149-01**



Contract No. 230149 - 01

Audio Visual Products and Related Services

Vendor: Artisan Systems

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1. Vendor's Response to Intent to Shortlist Letter



July 12, 2023

Casey Adams
Senior Contract Officer
City of Tucson
255 W Alameda
PO Box 27210
Tucson, AZ 85726-7210

RE: Request for Proposal No. 230149 – Audio Visual Products and Related Services

Dear Casey,

Artisan thanks you for the opportunity to be of service to the City of Tucson in their endeavor to update their City conference rooms.

We have reviewed your documents and we have submitted our response as follows:

Attachment #1 – Axia Cooperative Response for National Cooperative Contract
Acknowledgement of Exhibit A & the written response to Section 3.0 through 3.3.

Attachment #2 – Price sheet

Attachment #3 – Pricing sheet explanation

Attachment #4 – Service & Method of Approach document

If you have any further questions please contact me at 480.538.1071.

Sincerely,

Bill Aziz
Managing Director
baziz@artisanaz.com
480.235.1100

Attachment #1

EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement to public agencies and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Axia Cooperative nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Axia Cooperative in accordance with the Axia Cooperative Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Supplier Acknowledges and agrees to 2.0 – 2.3, **Supplier Initials:** B.A.

3.0 SUPPLIER COOPERATIVE QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

3.1 Company

A. Provide an overview of your company's national distribution capability.

Artisan Systems has been offering commercial audio-video design, integration, and installation services since 2004. We have setup organizational processes within the company to ensure our company meets our clients demands while providing consistency to our clients. Our commercial teams are setup from Account Management through Field Engineering and each team has individuals who are experienced in the commercial field in their respective discipline including installation, field engineering, programming, project management, and aftermarket service.

Our account managers work closely with clients to define the scope of work and establish a price to meet budgets and expectations. Once the project is awarded, we schedule an internal kickoff to hand the project off to the Project Manager who is assigned to the project and our Project Engineering team is brought up to speed on the project so they can create CAD/One-line drawings, rack elevations, and handle other trade coordination necessary for implementation. The Project manager will take on their project, meet with the client for the external kick off meeting, and become the contact person for clients through project completion. The Project Manager also is responsible for safety oversight and coordinating with trade partners to make sure that sites are ready, or we are ready to be onsite when they finish. The PM coordinates all in house team members throughout the project, scheduling them for a smooth project timeline. They are now responsible for delivering their projects on time, within budget and with 100% client satisfaction.

Artisan's Logistics Coordinator works closely with the PM and makes sure they understand product timelines and availability of product requested. The Logistics Coordinator is responsible for issuing purchase orders for all product to vendors, receiving material in the warehouse and staging it to the correct project. They also are in contact with vendors regarding ETAs of product. When the project is ready to go out, they are responsible for Staging the project so the installation team can reach it easily and load it onto a truck and getting sign out sheets executed to verify product left to site.

Our Installation Team is comprised of Lead Technicians and Helpers who are the backbone of Artisan's operations. They are dependable hard workers who communicate with the clients in a professional manner regarding rooms, floors, and storage. It is the Installers job to identify and sign out the EQ, while verifying that there is no damage to product, and load their vehicles. They are responsible for maintaining safety while driving and onsite of every project. They are well versed in reading line drawings and lists of equipment while following the identified process for installing all products at job sites.

Our Engineering team is comprised of Design, Software, and Field engineers that have over 20 years of experience in designing, programming, commissioning, and servicing audio video

solutions. They have familiarized themselves with the functionality of the latest products and technology to empower our client solutions. This has aided them in creating the Artisan processes that allow for the growth in efficiency through a systematic approach. The Engineering team is responsible for designing the system including analyzing the bill of materials to create CAD/one-line drawings and rack elevations. Our Field Engineers are responsible for finalizing the functionality of the system design and then empowering the end user with the information needed to be successful with the provided solution. Artisan's service department has Service Technicians familiar with caring for the systems we install and are able to provide both remote and onsite support for our clients. They provide extended warranties and maintenance contracts with 4-hour phone response and 24 to 72-hour onsite response time depending on the structure of the support contract.

Artisan has extensive experience delivering A/V conference room technologies and video walls for emergency operating centers and digital signage. We also have extensive experience delivering A/V solutions for classroom, auditorium, and sports venue solutions.

Since Artisan has become a vendor for the state contract in 2017 we have successfully completed over 75 projects for the Arizona State Departments and Coop members. Currently we have over 25 open projects that have been awarded to be completed with various departments and coop members. We have been awarded over \$2,000,000 in business with state departments and over \$1.1 million dollars in business with Coop members.

Artisan has completed projects for the following state departments:

- Arizona Department of Administration with multiples agencies associated with AZ DOA
- Arizona Department of Corrections
- Arizona Game & Fish
- Arizona State Land
- Arizona Peace Officer Standards
- Arizona Office of Tourism
- AHCCCS
- Arizona Department of Public Safety
- Arizona Department of Economic Security

In these jobs we have provide various solutions for the state and the coop members including:

- Google meets hangouts for AZ DOA
- Conference Room of various sizes (Huddle, small, medium, large, combined, and uncombined)
- Training Rooms
- Board rooms
- Scheduling panels
- Digital Signage
- Emergency Operating Centers at AZ DOC & AZ DPS

- Video & Audio Solutions for school auditoriums
- Incorporated live streaming and broadcasting

B. List your company's total number of locations and the total number of salespersons employed by your company.

The address for our main location is 15876 N 76th Street, Suite 100, Scottsdale, AZ 85260 and this is the location from which all operations originate. We have 4 commercial sales and sales support personnel on staff.

3.2 National Distribution Logistics

A. Describe how your company proposes to distribute products/service to Axia Cooperative participants nationwide.

Artisan operates our business from our location in Scottsdale, AZ and the majority of our clients are in the State of Arizona. We have done business outside of Arizona on a case-by-case basis.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All equipment will be shipped to our warehouse and Artisan installers load trucks from our warehouse in Scottsdale, Arizona and deliver, install, and commission all equipment. In certain cases, we may ship large and oversized equipment to the jobsite directly from the manufacturer, this will be coordinated with the client.

3.3 Marketing and Sales

A. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

We assign a dedicated account managers who work closely with clients to define the scope of work and establish a price to meet budgets and expectations. The account manager will ensure communications and coordination with all sales team members and clients team to ensure they are all on the same page and have access to all documents pertaining to the respective job they are on. The sales teams have sales engineers who have the resources to provide educated and qualified proposal development with costs analysis that meet our clients' budgets and needs. One of the processes in place is we conduct kickoff meetings internally to ensure seamless transition from sales to operations followed by an external meeting with our clients at the job site.

B. Will your company commit to training and educating your national sales force about Axia Cooperative and the Master Agreement within 90 days of the award?

Yes

C. Will your company commit to the following (**Yes or No**): i. Creation and distribution of a co-branded press release about the award.

Yes

ii. Publish an announcement of contract award, contract details and contact information on the Supplier company website within first 90 days.

Yes

iii. Design and distribution of co-branded marketing materials within first 90 days of contract award.

Yes

iv. Provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement.

Yes

v. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).

Yes

vi. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:

i. Axia Cooperative standard logo;

Yes

ii. Summary of Products and pricing;

Yes

iii. Marketing Materials;

Yes

Small Conference Room						
Letter	Description	Vendor Proposed Brand	Vendor Proposed Item	Quantity	Unit Price	Total
1A	Display - (1) 4K Display	NEC	E658	1	\$ 1,431.20	\$ 1,431.20
1A	Display Mount	Chief	LTM1U	1	\$ 268.80	\$ 268.80
1B	Video Conferencing Kit	Crestron	UC-MX50-U	1	\$ 3,245.00	\$ 3,245.00
2A	Microphones	Crestron	Built-In within UC-MX50-U	1	\$ -	\$ -
2B	Speakers	Crestron	Built-In within UC-MX50-U	1	\$ -	\$ -
C	Control Panel	Crestron	Built-In within UC-MX50-U	1	\$ -	\$ -
D	HDMI Presentation Locations	Crestron	Built-In within UC-MX50-U	1	\$ -	\$ -
E	Room Reservation Panel	Crestron	TSS-770-W-S	1	\$ 843.70	\$ 843.70
NA	Power and Cabling Kit	Artisan Systems	Power and Cabling Kit	1	\$ 50.00	\$ 50.00
NA	Labor	Artisan Systems	Labor	1	\$ 1,890.00	\$ 2,350.00
NA	Shipping & Handling	Artisan Systems	Shipping & Handling	1	\$ 200.00	\$ 200.00
NA	Miscellaneous	Artisan Systems	Miscellaneous	1	\$ 175.00	\$ 175.00
Small Conference Room Total						\$ 8,563.70

Medium Conference Room						
Letter	Description	Vendor Proposed Brand	Vendor Proposed Item	Quantity	Unit Price	Total
1A	Display - (1) 4K Display	NEC	E758	1	\$ 2,173.60	\$ 2,173.60
1A	Display Mount	Chief	LTM1U	1	\$ 268.80	\$ 268.80
1B	Video Conferencing Kit	Crestron	UC-MX70-U	1	\$ 3,460.94	\$ 3,460.94
2A	Microphones	Crestron	Built-In within UC-MX70-U	2	\$ -	\$ -
2A	Microphones	Crestron	CCS-UCA-MIC	1	\$ 227.74	\$ 227.74
2B	Speakers	Crestron	Built-In within UC-MX70-U	1	\$ -	\$ -
C	Control Panel	Crestron	Built-In within UC-MX70-U	1	\$ -	\$ -
D	HDMI Presentation Locations	Crestron	Built-In within UC-MX70-U	1	\$ -	\$ -
E	Room Reservation Panel	Crestron	TSS-770-W-S	1	\$ 843.70	\$ 843.70
F	AV Credenza	NA	NA	0	\$ -	\$ -
NA	Power and Cabling Kit	Artisan Systems	Power and Cabling Kit	1	\$ 75.00	\$ 75.00
NA	Labor	Artisan Systems	Labor	1	\$ 3,105.00	\$ 3,565.00
NA	Shipping & Handling	Artisan Systems	Shipping & Handling	1	\$ 250.00	\$ 250.00
NA	Miscellaneous	Artisan Systems	Miscellaneous	1	\$ 200.00	\$ 200.00
Medium Conference Room Total						\$ 11,064.78

Large Conference Room						
Letter	Description	Vendor Proposed Brand	Vendor Proposed Item	Quantity	Unit Price	Total
A	Display - (2) 4K Displays Or LED Wall	NEC	E868	1	\$ 2,972.00	\$ 2,972.00
A	Display Mount	Chief	LTM1U	1	\$ 268.80	\$ 268.80
A	Pull-Out Accessory	Chief	FCAV1U	1	\$ 315.70	\$ 315.70
B	Video Conferencing Kit	Shure	P300-IMX	1	\$ 1,838.90	\$ 1,838.90
C	Control Panel	Crestron	MPC3-102-B	1	\$ 814.20	\$ 814.20
D	HDMI Presentation Locations	Atlona	AT-OME-EX-WP-KIT	1	\$ 1,275.75	\$ 1,275.75
E	Room Reservation Panel	Crestron	TSS-770-W-S	1	\$ 843.70	\$ 843.70
F	Speakers	Crestron	SAROS IC8T-W-T-EACH	4	\$ 194.70	\$ 778.80
G	Ceiling Microphones	Shure	MXA920W-S	1	\$ 3,359.72	\$ 3,359.72
NA	Camera	Huddly	Huddly L1 Kit	1	\$ 2,365.50	\$ 2,365.50
NA	Amplifier	Crestron	AMP-X300	1	\$ 519.20	\$ 519.20
NA	Network Switch	D-Link	DGS-1210-10MP	1	\$ 284.71	\$ 284.71
NA	Power and Cabling Kit	Artisan Systems	Power and Cabling Kit	1	\$ 750.00	\$ 750.00
NA	Labor	Artisan Systems	Labor	1	\$ 6,156.00	\$ 6,906.00
NA	Shipping & Handling	Artisan Systems	Shipping & Handling	1	\$ 500.00	\$ 500.00
NA	Miscellaneous	Artisan Systems	Miscellaneous	1	\$ 400.00	\$ 400.00
Large Conference Room Total						\$ 24,192.98

Attachment #3
Explanation for Pricing sheet

Artisan Systems has meticulously designed three distinct room types with a primary focus on user-friendly functionality and enhancing the overall user experience. The small and medium rooms exhibit numerous similarities in terms of equipment, setup, and functionality. Meanwhile, the large room boasts its distinctiveness, showcasing adaptable mobile furniture that enables flexible configurations, as depicted in the client diagram.

We cordially invite you to visit our Experience Center in Scottsdale, AZ, where we proudly demonstrate exact replicas of the three conference room types, catering to small, medium, and large gatherings.

Small Conference Room:

- 65" 4K commercial display on a wall tilt mount.
- Crestron video conferencing kit that includes:
 - o Mercury conferencing device: this device is a table-top speakerphone with a built-in control touch screen. It also acts as the connectivity point where users connect their HDMI and USB cables.
 - o Huddly IQ video conferencing camera.
- Room scheduling panel to be installed outside the room.
- Users will be able to conduct BYOD (Bring Your Own Device) video conferencing by connecting their laptops to the HDMI and USB cables at the table and launching the video conferencing software of their choice.

Medium Conference Room:

- 75" 4K commercial display on a wall tilt mount.
- Crestron video conferencing kit that includes:
 - o Mercury conferencing device: this device is a table-top speakerphone with a built-in control touch screen. It also acts as the connectivity point where users connect their HDMI and USB cables.
 - o (2) mic pods.
 - o Huddly L1 video conferencing camera.
- Room scheduling panel to be installed outside the room.
- Users will be able to conduct BYOD (Bring Your Own Device) video conferencing by connecting their laptops to the HDMI and USB cables at the table and launching the video conferencing software of their choice.

Large Conference Room:

- 86" 4K commercial display on a wall tilt mount and pull-out accessory since some electronics will be installed behind the display.
- The video conferencing system for this room is custom and consists of the following items:
 - o Shure audio conferencing processor.
 - o (4) Crestron ceiling speakers powered by a Crestron amplifier.
 - o (1) Shure ceiling array microphone.
 - o An HDMI and USB wall plate transmitter to extend both signals to the display, camera, and audio conferencing processor. Exact location of the wall plate TBD.
 - o Huddly L1 video conferencing camera.
- Room scheduling panel to be installed outside the room.
- Users will be able to conduct BYOD (Bring Your Own Device) video conferencing by connecting their laptops to the HDMI and USB cables at the wall plate transmitter and launching the video conferencing software of their choice.

A Crestron media presentation controller will be installed

Attachment #4 – Service & Method of Approach

Service

Please provide an in-depth description of the following:

- A. On-Site Support availability and response times
- B. Remote Support

Artisan's service department has Service Technicians familiar with the systems and are able to provide both remote and onsite support for our clients. The Artisan service department offers maintenance and support contract options for up to 5 years after project acceptance. Our goal is to minimize the down time. Technology is evolving every day and without proper maintenance, systems will fail to perform at efficient levels. Electronic equipment needs routine checkups. Manufacturers implement new firmware throughout the life of their product to push improvements and new features. Artisan carefully monitors the firmware for the products we sell. During our routine visits we will determine if the electronics that are installed need an update. When Artisan finds issues that can be fixed during the visit, we will address them. Artisan also takes pride in how your system looks. We will clean the dust-off equipment, clean the display screens and check the wire management.

Artisan's standard maintenance performance plans include the following:

Features

VIP member status

Remote service hours

Advanced on-site service and phone support hours

Priority Scheduling

Response time

Complimentary site visits for service or support

23-Point Wellness system checkup

User Training refresh

System Health - Price on Request

YES

Mon-Fri, 7:30AM - 4PM

Mon-Fri, 7:30AM - 4PM

2 business days

Within 24 - hours

YES

2 visits per year

2 visits per year

23 Point Wellness Checklist

- White glove cleaning of audio and video components
- Inspect and clean equipment racks
- Inspect all equipment for signs of wear
- Check all batteries in remote controls, touchpanels...
- Inspect and verify all wiring and connections, repair as needed
- Review control and network logs for security and errors
- Backup all programs and system configurations
- Check temperature of all equipment closets and cabinets
- Inspect fans for failures, jams, or dust build-up
- Clean and inspect all monitors and displays in system
- Calibrate audio and video components as required
- Check bulb life on video projectors
- Check voltage at all surge devices where measurable
- Verify status of all audio and video systems
- Verify status of all conferencing systems
- Verify operation of user-interfaces and controllers
- Conduct firmware updates as required
- Update signal flow diagrams as needed
- Discuss any known issues or questions with client
- Explain priorities for next scheduled visit and review any required
- service call follow-ups
- Review new technologies with client
- Ensure jobsite is properly cleaned prior to departure

Artisan Subscription Program based on “Technology as a Service”

Artisan has the ability to provide a way to pay for hardware-intensive technology solutions & essential support services as one monthly subscription payment with exclusive and unmatched protection, flexibility, and control. This Technology-as-a-Service (TaaS) payment program is a way to pay for your hardware intensive technology solutions and mission-critical support and maintenance services. TaaS offers organizations a way to have access to and use of the technology and support services they need and eliminate the burdens and drawbacks associated with ownership.

MAINTENANCE & SUPPORT SERVICES

This TaaS solution includes a multiyear support and maintenance service agreement, supporting most break-fix scenarios (see individual SLA for complete details). TaaS lets customers operate with peace of mind knowing their necessary maintenance, updates, repairs, and any additional support within the selected SLA are a part of their one convenient monthly subscription payment.

SOLUTION REPLACEMENT GUARANTEE (SRG)

The SRG is a proprietary and exclusive feature of this TaaS offering that protects customers from the risk of technology obsolescence. Customers can upgrade to new technology at any point in the term if the solution no longer meets their needs or the technology becomes obsolete. The existing agreement is completely forgiven.

NATURAL DISASTER COVERAGE

Another exclusive feature of this TaaS solution is the Act of God protection. In the event of a natural disaster; fire, lightning, tornado, etc., if your technology is damaged, your deductible is paid for, 100 percent, up to \$5,000.

Method of Approach

Currently, the composition of the rooms is unknown, including the number of small, medium, and large conference rooms. The time required to complete small and medium-sized rooms is estimated to be 1 day per crew, while large conference rooms will take 2 days per crew. Artisan has 3 available crews to carry out the work. It is important to note that the progress of updating all City conference rooms mentioned here assumes that all power and electrical components are already installed in each room. We can further enhance efficiency by ensuring unimpeded access to the facility and implementing extended 10-hour shifts, including after-hours work.



2. City's Letter to Shortlist



July 7, 2023

Greg Robinson
Artisan Systems
15876 N. 76th St. Suite 100
Scottsdale, AZ 85280
Email: grobinson@artisanaz.com

Sent via email, this day

Subject: Request for Proposals No. 230149- Audio Visual Products and Related Services

REQUEST FOR INFORMATION AND CLARIFICATIONS

Dear Greg:

Artisan Systems has been selected to advance to the next step in the selection process for the Audio Visual Products and Related Services Request for Proposals.

In order to be considered for the next steps in this process, please respond with the following information:

AXIA Cooperative Solicitation Attachment G:

The City intends to use federal funding to pay for these products/services and the above mentioned attachment will satisfy the federal funding requirements.

Regarding your response to Section 6 - Method of Approach, the City of Tucson requests a response to the AXIA Cooperative Solicitation Attachment G.

- A. Include the following detailed response to Attachment G, Exhibit A
 - a. Acknowledge section 2.0-2.3
 - b. Provide a written response to Section 3.0 through 3.3, Axia Cooperative Response for National Cooperative Contract.
 - i. Responses should highlight experience, demonstrate national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative.
- B. The successful offeror will be required to sign (in Attachment G), Exhibit B, Axia Cooperative Administration Agreement.
 - a. Offerors should review exhibit B and should include any proposed exceptions to the Axia Cooperative Administration Agreement with their response.
- C. The successful offeror is required to complete and sign (in Attachment G) Exhibit G - Federal Funds Certification.

Pricing

SHARED SERVICES – PROCUREMENT

CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

The City has provided 3 room diagrams in Attachment A to help demonstrate possible conference room layouts in City facilities. Please use these diagrams to assist in filling out the price sheet also found in Attachment A.

A completed price sheet is required for further consideration of your proposal. If your company does not offer the product(s) mentioned in the price sheet, please write "N/A", or propose an alternate solution of equal or greater functionality.

Service

Please provide an in-depth description of the following:

- A. On-Site Support availability and response times
- B. Remote Support

Method of Approach

Based on the diagrams provided in Attachment A and your company's capacity, please describe how many conference rooms your company could work on at any given time. The City is looking to get an estimate as to how long it would take to complete an update of all City conference rooms.

In addition, please describe any additional methods your company would use to efficiently complete these conference room upgrades.

The City requests a response with the information requested above by 5:00 PM local Arizona time on Wednesday, 7/12/2023.

Please do not hesitate to contact me if you have any questions.

Sincerely,

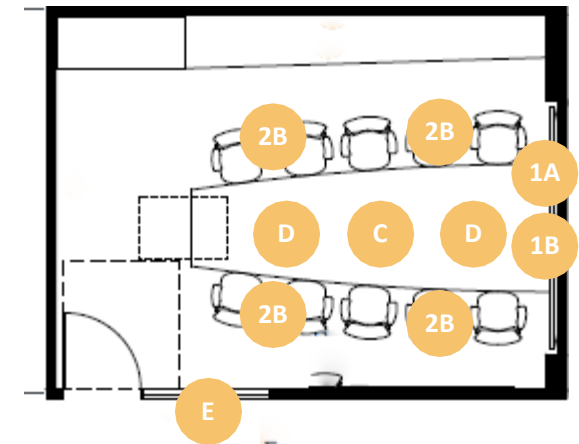


Casey Adams
Senior Contract Officer

Small Conference Room



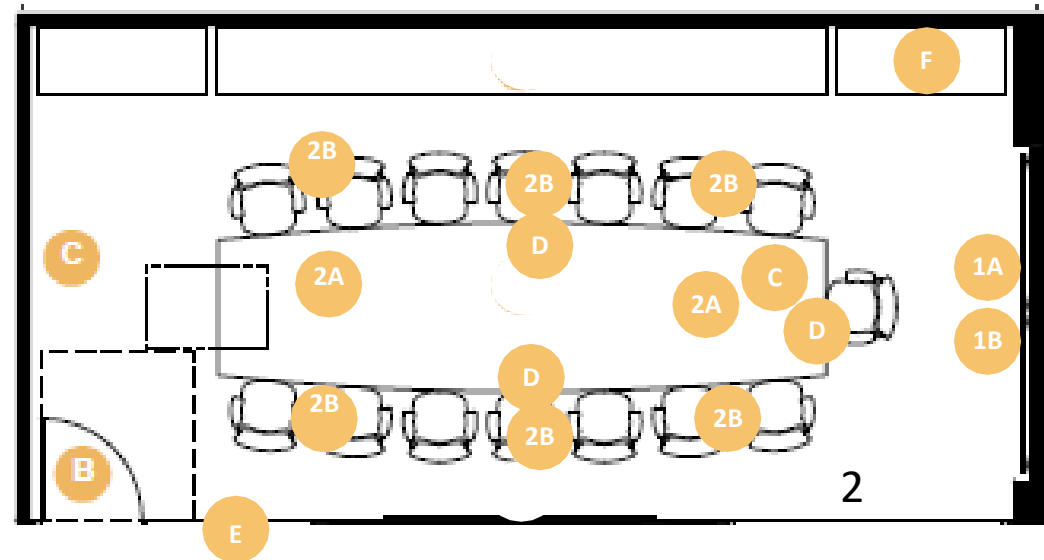
- 1A Display – (1) 4k Display
- 1B Video Conferencing Kit
- 2A Microphones
- 2B Speakers
- C Control Panel
- D HDMI Presentation Locations
- E Room Reservation Panel



Medium Conference Room



- 1A Display – (1) 4k Display
- 1B Video Conferencing Kit
- 2A Microphones
- 2B Speakers
- C Control Panel
- D HDMI Presentation Locations
- E Room Reservation Panel
- F AV Credenza



Large Conference Room

A Display – (2) 4k Displays or LED Wall

B Video Conferencing Kit

C Control Panel

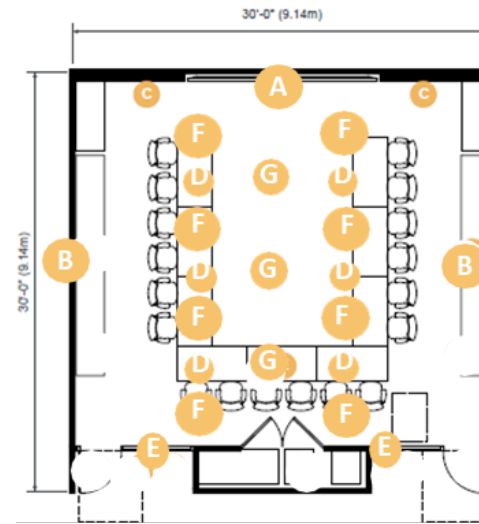
D HDMI Presentation Location

E Room Reservation Panel

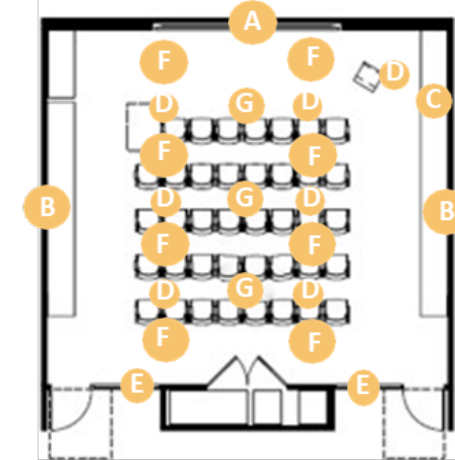
F Speakers

G Ceiling Microphones

Layout 1



Layout 2



Layout 3



Layout 4



Small Conference Room

Letter	Description	Vendor Proposed Brand	Vendor Proposed Item	Quantity	Unit Price	Total
1A	Display - (1) 4k Display			1		
1B	Video Conferencing Kit					
2A	Microphones					
2B	Speakers					
C	Control Panel					
D	HDMI Presentation Locations					
E	Room Reservation Panel					
Small Conference Room Total						

Medium Conference Room

Letter	Description	Vendor Proposed Brand	Vendor Proposed Item	Quantity	Unit Price	Total
1A	Display - (1) 4k Display			1		
1B	Video Conferencing Kit					
2A	Microphones					
2B	Speakers					
C	Control Panel					
D	HDMI Presentation Locations					
E	Room Reservation Panel					
F	AV Credenza					
Medium Conference Room Total						

Large Conference Room

Letter	Description	Vendor Proposed Brand	Vendor Proposed Item	Quantity	Unit Price	Total
A	Display - (2) 4k Displays or LED Wall					
B	Video Conferencing Kit					
C	Control Panel					
D	HDMI Presentation Location					
E	Room Reservation Panel					
F	Speakers					
G	Ceiling Microphones					
Large Conference Room Total						

ATTACHMENT G



**Requirements for National Cooperative Contract To be Administered by
Axia Cooperative**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Axia Cooperative Exhibit A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Axia Cooperative Exhibit B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

Axia Cooperative Exhibit C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Axia Cooperative Exhibit D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Axia Cooperative Exhibit E – AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

Axia Cooperative Exhibit F – AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Axia Cooperative Exhibit G – FEDERAL FUNDS CERTIFICATIONS

Axia Cooperative Exhibit H – NEW JERSEY BUSINESS COMPLIANCE (Optional)

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE
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AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

1.1 Requirement

The **City of Tucson, AZ**, (hereinafter defined and referred to as "Lead Procurement Agency"), on behalf of itself and the Axia Coop LLC (or "Axia Cooperative"), is requesting proposals for **Audio Visual Products and Related Services**. The intent of this Request for Proposal is that any contract between Lead Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The Lead Procurement Agency has executed a Lead Procurement Agency Certificate with Axia Cooperative (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Registration with Axia Cooperative as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Procurement Agency will be the same as that available to Participating Public Agencies through Axia Cooperative.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither Axia Cooperative, any Lead Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on Axia Cooperative's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through Axia Cooperative.

These requirements are incorporated into and are considered an integral part of this RFP. Axia Cooperative reserves the right to determine whether or not to make the Master Agreement awarded by the Lead Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement Axia Cooperative intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE
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Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The Axia Cooperative marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The Axia Cooperative sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The Axia Cooperative contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers of authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$15m annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE
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to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Axia Cooperative.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through Axia Cooperative's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as an actively marketed offering available to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Lead Procurement Agency and Axia Cooperative designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement to public agencies and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Axia Cooperative nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Axia Cooperative in accordance with the Axia Cooperative Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Supplier Acknowledges and agrees to 2.0 – 2.3, **Supplier Initials:** _____

3.0 SUPPLIER COOPERATIVE QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

3.1 Company

A. Provide an overview of your company's national distribution capability.

B. List your company's total number of locations and the total number of salespersons employed by your company.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE
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3.2 National Distribution Logistics

- A. Describe how your company proposes to distribute products/service to Axia Cooperative participants nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

3.3 Marketing and Sales

- A. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.
- B. Will your company commit to training and educating your national sales force about Axia Cooperative and the Master Agreement within 90 days of the award?
- C. Will your company commit to the following (**Yes** or **No**):
 - i. Creation and distribution of a co-branded press release about the award. _____
 - ii. Publish an announcement of contract award, contract details and contact information on the Supplier company website within first 90 days. _____
 - iii. Design and distribution of co-branded marketing materials within first 90 days of contract award. _____
 - iv. Provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement. _____
 - v. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.). _____
 - vi. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
 - i. Axia Cooperative standard logo; _____
 - ii. Summary of Products and pricing; _____
 - iii. Marketing Materials; _____

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE
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- iv. Electronic link to Axia Cooperative's website, including the online registration page; _____
 - v. A dedicated telephone number and email address for Axia Cooperative. _____
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well. _____
- E. How will your company proactively sell the Master Agreement to Public Agencies nationwide?
- F. Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.
- G. Provide contact information for the person(s) from your company who will be responsible for:
 - i. Marketing the City of Tucson Axia Master Agreement:
 - i. Name: _____
 - ii. Title: _____
 - iii. Email: _____
 - iv. Telephone #: _____
 - ii. Sales Leadership efforts of the Master Agreement on a national basis:
 - i. Name: _____
 - ii. Title: _____
 - iii. Email: _____
 - iv. Telephone #: _____
 - iii. Financial Reporting:
 - i. Name: _____
 - ii. Title: _____
 - iii. Email: _____
 - iv. Telephone #: _____

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ____ day of ____ 20__, between Axia Coop LLC (“Axia Cooperative”), and ____ (“Supplier”).

Recitals

WHEREAS, the ____ (the “Lead Procurement Agency”) has entered into a Master Agreement dated ____, Agreement No ____, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit and incorporated herein by reference as though fully set forth herein, for the purchase of ____ (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

WHEREAS, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

WHEREAS, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

WHEREAS, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

Definitions

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An “Administrative Fee” shall be defined and due to Axia Cooperative from Supplier in the amount of percent (2%) (“Administrative Fee Percentage”) multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“Contract Sales”). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency’s Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit E (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative’s reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative’s costs and expenses related to such audit.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between Axia Cooperative and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

- A. Axia Coop LLC
 - i. Attn: Ken Heckman, Founder & CEO
 - ii. 348 Julianna Circle, Franklin, TN 37064
- B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

Signature

Name

Title

Date

AXIA COOP LLC

Signature

Ken Heckman

Name

Founder & Chief Executive Officer

Title

Date

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Procurement Agency Certificate (“**Lead Procurement Agencies**”) with Axia Coop LLC (“**Axia Cooperative**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing program administered by Axia Cooperative by either registering on a Axia Cooperative website (www.axiacoop.org), or by executing a copy of this Agreement.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Lead Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Procurement Agencies through Axia Cooperative and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

6. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOP LLC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT OR MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT AXIA COOPERATIVE SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT.
10. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 – 10 hereof shall survive any such termination.
11. This Agreement shall take effect upon (i) execution of the Lead Procurement Agency Certificate, or (ii) the registration on the Axia Cooperative website or the execution of this Agreement by a Participating Public Agency, as applicable.

AXIA COOP LLC EXHIBITS
EXHIBIT D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY
CERTIFICATE, EXAMPLE

LEAD PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Lead Procurement Agency (as defined below) for Axia Coop LLC (“Axia Cooperative”), The City of Tucson agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Lead Procurement Agency Certificate.

I hereby acknowledge, in my capacity as Procurement Administrator of and on behalf of City of Tucson (“Lead Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Axia Cooperative.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, City of Tucson

Signature

Name

Title

Date

AXIA COOP LLC EXHIBITS
EXHIBIT E – AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

AXIA COOP LLC EXHIBITS											
EXHIBIT _ - AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE											
(to be submitted <u>electronically</u> in Microsoft Excel format)											
Axia Cooperative Contract Sales Monthly Report											
Supplier Name:											
Contract Sales Report Month:											
Contract ID:											
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by Axia Cooperative and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$		
						Report Totals					
						Cumulative Contract Sales					

AXIA COOP LLC EXHIBITS
EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Axia Cooperative and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

NATIONWIDE REQUIREMENTS

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

CERTAIN PUBLIC AGENCIES AND POLITICAL SUBDIVISIONS:

CITIES, TOWNS, VILLAGES AND BOROUGHS

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF BAKER, OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR

CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COQUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

CITY OF FOREST GROVE, OR CITY OF GOLD HILL,
OR CITY OF GRANTS PASS, OR CITY OF GRESHAM,
OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF
KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR CITY OF LEBANON,
OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD,
OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH
PLAINS, OR CITY OF OREGON CITY, OR CITY OF
PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF
POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR
CITY OF REEDSPORT, OR CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR CITY OF ROSEBURG,
OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR CITY OF SHERWOOD,
OR CITY OF SHREVEPORT, LA CITY OF
SILVERTON, OR
CITY OF SPRINGFIELD, OR CITY OF ST. HELENS,
OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR
CITY OF WALKER, LA CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY OF WILSONVILLE,
OR CITY OF WINSTON, OR CITY OF WOODBURN,
OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT
ALTA, UT ALTAMONT, UT ALTON, UT AMALGA,
UT
AMERICAN FORK CITY, UT ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT BALLARD, UT
BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT
BIG WATER, UT BLANDING, UT BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE
CANYON CITY, UT CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF
CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL
VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON,
UT CLAWSON, UT CLEARFIELD, UT CLEVELAND,
UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK
RIDGE, UT

ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT
ENOCH, UT ENTERPRISE, UT EPHRAIM, UT
ESCALANTE, UT EUREKA, UT FAIRFIELD, UT
FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT
FAYETTE, UT FERRON, UT FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND,
UT GENOLA, UT GLENDALE, UT GLENWOOD, UT
GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT
GUNNISON, UT HANKSVILLE, UT HARRISVILLE,
UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT
HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT
HIDEOUT, UT HIGHLAND, UT HILDALE, UT
HINCKLEY, UT HOLDEN, UT HOLLADAY, UT
HONEYVILLE, UT HOOPER, UT HOWELL, UT
HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT
HYRUM, UT INDEPENDENCE, UT IVINS, UT
JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT
KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT
KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT
LA VERKIN, UT LAYTON, UT
LEAMINGTON, UT LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT MAPLETON,
UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT
MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT
MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT
NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT
NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT
ORANGEVILLE, UT ORDERVILLE, UT OREM, UT
PANGUITCH, UT PARADISE, UT PARAGONAH, UT
PARK CITY, UT PAROWAN, UT PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO,
UT RANDOLPH, UT REDMOND, UT
RICHFIELD, UT RICHMOND, UT RIVERDALE, UT
RIVER HEIGHTS, UT RIVERTON CITY, UT
ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

SALT LAKE CITY CORPORATION, UT SANDY, UT
SANTA CLARA, UT SANTAQUIN, UT SARATOGA
SPRINGS, UT SCIPIO, UT
SCOFIELD, UT SIGURD, UT SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT SOUTH WEBER,
UT
SPANISH FORK, UT SPRING CITY, UT SPRINGDALE,
UT SPRINGVILLE, UT STERLING, UT STOCKTON,
UT SUNNYSIDE, UT SUNSET CITY CORP, UT
SYRACUSE, UT TABIONA, UT
CITY OF TAYLORSVILLE, UT TOOELE CITY
CORPORATION, UT TOQUERVILLE, UT
TORREY, UT TREMONTON CITY, UT TRENTON, UT
TROPIC, UT UINTAH, UT VERNAL CITY, UT
VERNON, UT VINEYARD, UT VIRGIN, UT WALES,
UT WALLSBURG, UT
WASHINGTON CITY, UT WASHINGTON TERRACE,
UT WELLINGTON, UT WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT WEST HAVEN, UT WEST
JORDAN, UT WEST POINT, UT
WEST VALLEY CITY, UT WILLARD, UT
WOODLAND HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY
AND COUNTY OF HONOLULU, HI CLACKAMAS
COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR CURRY
COUNTY, OR
DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA GILLIAM
COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII
COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR
JEFFERSON COUNTY, OR JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA KAUAI COUNTY, HI
KLAMATH COUNTY, OR LAKE COUNTY, OR LANE
COUNTY, OR LINCOLN COUNTY, OR LINN

COUNTY, OR LIVINGSTON PARISH, LA MALHEUR
COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY,
OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA PLAQUEMINES PARISH, LA
POLK COUNTY, OR RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY,
OR TERREBONNE PARISH, LA TILLAMOOK
COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR WALLOWA COUNTY, OR
WASCO COUNTY, OR WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA WHEELER
COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE,
UT COUNTY OF RICH, UT COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT COUNTY OF DAGGETT,
UT COUNTY OF SALT LAKE, UT COUNTY OF
TOOELE, UT COUNTY OF UTAH, UT COUNTY OF
WASATCH, UT COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT COUNTY OF GRAND, UT
COUNTY OF BEVER, UT COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT COUNTY OF SAN JUAN,
UT COUNTY OF GARFIELD, UT COUNTY OF KANE,
UT COUNTY OF IRON, UT COUNTY OF
WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP,
LA CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN
WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74 HOUSING
AUTHORITY OF PORTLAND ILLINOIS VALLEY
FIRE DISTRICT LAFAYETTE AIRPORT
COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION MELHEUR
COUNTY JAIL, OR METRO REGIONAL
GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR OREGON
COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION ROGUE
VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT
TAMMANY FIRE DISTRICT 4, LA SALEM MASS
TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON
SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA
HIGH SCHOOL, LA BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO
PARISH SCHOOL DISTRICT CALCASIEU PARISH
SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE
SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT

CENTRAL CATHOLIC HIGH SCHOOL CENTRAL
POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL
DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS
SCHOOL DISTRICT 509J COUNTY OF YAMHILL
SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS
SCHOOL DISTRICT DAYTON SCHOOL DISTRICT
NO.8 DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT GEORGE
MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON
SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY
SCHOOL DISTRICT KLAMATH FALLS CITY
SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J LANE
COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY
SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT LOST
RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL
DISTRICT NO.71 MARION COUNTY SCHOOL
DISTRICT MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR MCMINNVILLE
SCHOOL DISTRICT NOAO MEDFORD SCHOOL
DISTRICT 549C MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J MORROW
COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY MYRTLE
PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC
SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13 NORTH
CLACKAMAS SCHOOL DISTRICT NORTH
DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY
SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-
TALENT SCHOOL DISTRICT NOA PLEASANT HILL
SCHOOL DISTRICT PORTLAND JEWISH ACADEMY

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

PORTLAND PUBLIC SCHOOLS RAPIDES PARISH
SCHOOL DISTRICT REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT ROSEBURG
PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT
1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS
SCHOOL DISTRICT 4J SOUTH LANE SCHOOL
DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN
SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT THE
CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA
MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT BAER
CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT BEAVER
SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT CBA CENTER,
UT
CACHE SCHOOL DISTRICT, UT CANYON RIM
ACADEMY, UT CANYONS DISTRICT, UT CARBON
SCHOOL DISTRICT, UT CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT CITY
ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT DAVINCI
ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT DUCHESNE
SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT ENTHEOS
ACADEMY, UT EXCELSIOR ACADEMY, UT FAST
FORWARD HIGH, UT FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT GATEWAY
PREPARATORY ACADEMY, UT GEORGE
WASHINGTON ACADEMY, UT GOOD
FOUNDATION ACADEMY, UT GRAND SCHOOL
DISTRICT, UT
GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT ITINERIS EARLY
COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT JORDAN
DISTRICT, UT
JUAB SCHOOL DISTRICT, UT KANE SCHOOL
DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT LIBERTY
ACADEMY, UT
LINCOLN ACADEMY, UT LOGAN SCHOOL
DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT MONTICELLO
ACADEMY, UT MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT MURRAY
SCHOOL DISTRICT, UT NAVIGATOR POINTE
ACADEMY, UT NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT NORTH
STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY
CHARTER SCHOOL, UT OGDEN PREPARATORY
ACADEMY, UT OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT PINNACLE
CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT
, UT PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT QUAIL RUN
PRIMARY SCHOOL, UT QUEST ACADEMY, UT
RANCHES ACADEMY, UT REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT RICH SCHOOL
DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT SALT
LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION,
UT SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL
DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH
SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT
SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE
ARTS ACADEMY, UT THOMAS EDISON - NORTH,
UT
TIMPANOGOS ACADEMY, UT TINTIC SCHOOL
DISTRICT, UT TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

UINTAH RIVER HIGH , UT UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT UTAH ELECTRONIC HIGH SCHOOL , UT UTAH SCHOOLS FOR DEAF & BLIND , UT UTAH STATE OFFICE OF EDUCATION , UT UTAH VIRTUAL ACADEMY , UT VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT WASATCH SCHOOL DISTRICT , UT WASHINGTON SCHOOL DISTRICT , UT WAYNE SCHOOL DISTRICT , UT WEBER SCHOOL DISTRICT , UT WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

FEDERAL FUNDS CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

- C. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

- H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING
FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND
CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R.
§200.322**

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name

Address, City, State, and Zip Code

Phone Number

Fax

Printed Name and Title of Authorized Representative

Email Address

Signature of Authorized Representative

Date

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

New Jersey Business Compliance

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact Axia Cooperative's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #1 - STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization

Organization Address

PART I

CHECK THE BOX THAT REPRESENTS THE TYPE OF BUSINESS ORGANIZATION:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

PART II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

PART III

**DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,
PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

PART IV

CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the [name of contracting unit] is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with [type of contracting unit] to notify the [type of contracting unit] in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the [type of contracting unit] to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #2 – NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
Reference: VII-H	
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 20__

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Name of Organization

Street

City, State, Zip Code

PROPOSAL CERTIFICATION

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

REQUIRED AFFIRMATIVE ACTION EVIDENCE:

Procurement, Professional & Service Contracts **(Exhibit A)**

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

PUBLIC WORK – OVER \$50,000 TOTAL PROJECT COST:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

P.L. 1995, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

PART I – VENDOR INFORMATION

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name and Title

PART II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL
CONTRIBUTION DISCLOSURE – N.J.S.A. 19:44A-20.26**

County Name

State: Governor, and Legislative Leadership Committees

Legislative District #s: *(State Senator and two members of the General Assembly per district)*

County Freeholders

County Clerk

County Sherriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title)

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY
TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE
FORM.**

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of the organization:

- ☐ Partnership ☐ Limited Liability Partnership ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Company ☐ Corporation
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #6 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN IRAN

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #8 – EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Signature

Printed Name and Title

Date

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #9 – MACBRIDE-PRINCIPLES FORM



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

Bid Solicitation #: _____

Vendor / Bidder: _____

**VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN
COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND
ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

Check the appropriate box:

☐ The Vendor/Bidder has no business operations in Northern Ireland;

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Printed Name and Title

Date



3. Vendor's Response to RFP 230149

Response Document

-

1. Method of Approach

Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

A. Policies and programs detailing your efforts in these areas.

Artisan's current major commercial markets include Healthcare, Education, State of Arizona/Government, Corporate, Hospitality, and House of Worship with an extensive list of system implementations that provide AV presentation, conferencing, auditorium technology, unified messaging, and entertainment systems tailored to meet the needs of each organization.

The depth of professional experience encompassing the Engineering, Project Management, and Technician staff at Artisan Systems includes digital messaging, mass notification systems at dozens of K-12 facilities, large videowall installations with emergency and network operating centers. Conference room technologies with ability to work onsite and/or work remotely.

Through Artisan's ongoing work with key audio-visual consultants, and commercial contracting companies, we are fortunate to have developed a diverse portfolio of commercial accounts. Customers are better described as working partnerships that, in some cases, span multiple years of working together.

Since joining the state contract 5 years ago, Artisan has grown its portfolio to include projects from AHCCCS, Arizona Board of Executive Clemency, Arizona Court of Appeals, Arizona Criminal Justice Commission, Arizona Department of Administration, Arizona Department of Corrections, Arizona Department of Economic Security, Arizona Department of Gaming, Arizona Department of Homeland Security, Arizona Department of Public Safety, Arizona Department of Real Estate, Arizona Game and Fish, Arizona Peace Officer Standards and Training, Arizona State Board of Dental Examiners and Arizona State Land Department. These projects include huddle spaces, training rooms, executive conference rooms, medium training rooms, digital signage, boardrooms, auditoriums, emergency operating command centers, and large video walls. Artisan has been a key partner in standardizing conference room solutions for various state entities.

B. Literature explaining your capabilities.

1.1 Artisan Systems has been offering commercial audio-video design, integration, and installation services since 2004. We have set up organizational processes within the company to ensure our company meets our clients demands while providing consistency to our clients. Our commercial teams are setup from Account Management through Field Engineering and each team has individuals who are experienced in the commercial field in their respective discipline including installation, field engineering, programming, project management, and aftermarket service.

From sales to implementation every team member is on the same page and has access to all documents pertaining to the respective job they are on. The sales teams have sales engineers who have the resources to provide educated/qualified proposal development with costs analysis that meet our clients' budgets. One of the processes in place is our kickoff meetings, both internal and with our clients at the job site.

Artisan has extensive experience delivering A/V conference room technologies and video walls for emergency operating centers and digital signage. We also have extensive experience delivering A/V solutions for classroom, auditorium, and sports venue solutions.

Since Artisan has become a vendor for the state contract in 2017 we have successfully completed over 75 projects for the Arizona State Departments and Coop members. Currently we have over 25 open projects that have been awarded to be completed with various departments and coop members. We have been awarded over \$2,000,000 in business with state departments and over \$1.1 million dollars in business with Coop members.

Artisan has completed projects for the following state departments:

- Arizona Department of Administration with multiples agencies associated with AZ DOA
- Arizona Department of Corrections
- Arizona Game & Fish
- Arizona State Land
- Arizona Peace Officer Standards
- Arizona Office of Tourism
- AHCCCS
- Arizona Department of Public Safety
- Arizona Department of Economic Security

We have worked with Coop members including:

- Washington Elementary School District
- Miami School District
- Santa Cruz Union High School
- City of Mesa

In these jobs we have provide various solutions for the state and the coop members including:

- Google meets hangouts for AZ DOA
- Conference Room of various sizes (Huddle, small, medium, large, combined and uncombined)
- Training Rooms
- Board rooms
- Scheduling panels
- Digital Signage
- Emergency Operating Centers at AZ DOC & AZ DPS
- Video & Audio Solutions for school auditoriums
- Incorporated live streaming and broadcasting

1.2 May 19, 2004

1.3 S Corporation / LLC

1.4 State of Arizona

1.5 15876 N 76th Street, Suite 100, Scottsdale, AZ 85260

1.6 Artisans organizational Chart is attached: - Artisan Organization.pdf

1.7 We have no conflict of Interest with any State Employee

1.8 Artisan has had no bankruptcies or Receiverships in its history.

1.9 Artisan has not been involved in any SEC investigations or violations.

1.10 Artisan is not involved in any litigations.

1.11 Artisan is not involved in any litigation.

1.12 Artisan has not had any contracts terminated in past 5 years for cause or convenience.

1.13 There has been no Criminal or Civil offense filed against Artisan or by Artisan

1.14 Our industry Certifications are below. Additional employee certifications are attached to the RFP. - File Name - Employee Certifications.pdf

Industry Certifications

Crestron Authorized Dealer Polycom Certified Premier Partner

Zoom Video Conferencing Certified Partner Cisco Telepresence Video

OSHA Outreach Chief Certified Partner

Control4 Authorized Dealer Cambridge Sound Management Authorized Dealer

Exertis Distribution Authorized Reseller Shure Authorized Dealer

Professional Certifications

InfoComm International CTS – Certified Technology Specialist Crestron Digital Media Certified: Engineer 4K, Technician, Designer, Lighting Control Systems

AMX Certified Cabling, Audio, Control Essentials Harman Certified Audio Design

Dante Certification Audinate Polycom Certified Technical Sales & Sales Engineer

Cisco Telepresence Video Sales/Engineer

Specialist Cambridge Sound Management certified

Extron Certified AV Professional QSC Q-SYS certified

C. Describe how services will be distributed to the City of Tucson and nationwide.

Artisan Systems office is in Scottsdale AZ. All services will be distributed from this location.

D. Describe the types of customer service available to agencies that use this contract:

Our account managers work closely with clients to define the scope of work and establish a price to meet budgets and expectations. Once the project is awarded, we schedule an internal kickoff to hand the project off to the Project Manager who is assigned to the project and our Project Engineering team is brought up to speed on the project so they can create CAD/One-line drawings, rack elevations, and handle other trade coordination necessary for implementation. The Project manager will take on their project, meet with the client for the external kick off meeting, and become the contact person for clients through project completion. The Project Manager also is responsible for safety oversight and coordinating with trade partners to make sure that sites are ready, or we are ready to be onsite when they finish. The PM coordinates all in-house team members throughout the project, scheduling them for a smooth project timeline. They are now responsible for delivering their projects on time, within budget and with 100% client satisfaction.

Artisan's Logistics Coordinator works closely with the PM and makes sure they understand product timelines and availability of product requested. The Logistics Coordinator is responsible for issuing purchase orders for all product to vendors, receiving material in the warehouse and staging it to the correct project. They also are in contact with vendors regarding ETAs of product. When the project is ready to go out they are responsible for Staging the project so the installation team can reach it easily and load it onto a truck and obtain sign out sheets executed to verify product left to site.

Our Installation Team is comprised of Lead Technicians and techs who are the backbone of Artisan's operations. They are dependable hard workers who communicate with the clients in a professional manner regarding rooms, floors, and storage. It is the Installers job to identify and sign out the EQ, while verifying that there is no damage to product, and load their vehicles. They are responsible for maintaining safety while driving and onsite of every project. They are well versed in reading line drawings and lists of equipment while following the identified process for installing all product at job sites.

Our Engineering team is comprised of Design, Software, and Field engineers that have over 20 years of experience in designing, programming, commissioning, and servicing audio video solutions. They have familiarized themselves with the functionality of the latest products and technology to empower our client solutions. This has aided them in creating the Artisan processes that allow for the growth in efficiency through a systematic approach. The Engineering team is responsible for designing the system including

analyzing the bill of materials to create CAD/one-line drawings and rack elevations. Our Field Engineers are responsible for finalizing the functionality of the system design and then empowering the end user with the information needed to be successful with the provided solution.

- 1. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team?**
- 2. How are problems resolved?**

Customer satisfaction data is brought to weekly leadership meetings. If a problem or trend is found, adjustments are made and sent to the necessary departments for implementation and we communicate the resolution plan and track progress and communicate it back to the client.

Typically questions or complaints are answered within the same business day. We will respond to a request for quote or proposal within a few hours to discuss client needs or schedule a site walk. Price quotes can vary depending on the size and scope of the request. Small proposals can be completed within a few days, while a large proposal may take one to two weeks.

Depending on the stage of the project, these questions would typically be handled by the Account manager/Sales Engineer, Project Manager, or Service Manager.

Artisan has a dedicated service number 480-247-9100 which is answered Monday through Friday 7:30 to 4:30 pm. Clients may leave a voicemail and we will return the phone calls within 24 business hours. For faster response, we recommend sending an email to service@artisanaz.com.

- 3. What response time is guaranteed when a customer service request is made?**

Artisan's service department has Service Technicians familiar with caring for the systems we install and are able to provide both remote and onsite support for our clients. They provide extended warranties and maintenance contracts with 4-hour phone response and 24 to 72-hour onsite response time depending on the structure of the support contract.

- 4. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?**

Artisan carefully measures and tracks customer service analytics by constantly communicating with the client to make sure we are exceeding the clients expectations. The information obtained from our clients is documented, analyzed and discussed during KOM's and closeout meetings to make sure we are constantly improving our customer service.

5. **Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.**

Submit additional information that will aid the City in evaluating your proposal.

Technical Support questions are handled in the same manner as customer service requests.

6. **What is the turnaround time for repairs? Describe the process. Are loaner products available?**

Turnaround times will vary depending on the level of service contract the City of Tucson engages. Artisan incorporates an extremely thorough staging and burn-in session before any equipment is delivered and installed on site. This process eliminates out-of-the-box equipment failures. If there is an equipment failure after installation, Artisan's service department will determine if the issue can be resolved remotely or if a truck needs to be dispatched. If a tech needs to come to site to replace a defective piece of equipment, we will either bring the exact replacement piece on site or a comparable piece (Loaner) to get the client up and running as quickly as possible until the original piece can be repaired or replaced.

- E. **Describe the warranty period of products. Submit information on your warranty programs. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program (if applicable).**

Artisan Systems warrants that the quality of installation work performed under the scope of this proposal to be free from faults or defects for the life of the installed product.

Artisan has been a vendor for the State of Arizona for the past few years and under the obligation, Artisan will provide service and repair for one year upon acceptance. We offer maintenance contracts above and beyond.

For products that have less than 12-month warranty, Artisan will provide warranty for the remaining period up to 12 months.

The client should reach out to the Service department at service@artisanaz.com to start the warranty process. We will schedule a technician to work with the client to assess the equipment remotely and may result in having a technician visit the client's site. We will generate a Return Merchandise Authorization for the equipment, if necessary.

We have a dedicated service department that can diagnose many of the problems remotely by phone or email which could alleviate a truck roll.

If the problem is not resolved remotely, we will schedule one of our experienced technicians for a site visit to further assess and find a resolution in the quickest and most cost-effective approach.

F. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved.

Account Managers meet with their clients to determine the requirements and needs for the project requested. They work with our Design Engineers to develop a specific scope of work and BOM to make sure that all products conform to the client requirements and avoid any unnecessary change orders. If the wrong product has been proposed a change order will be issued to exchange the equipment and get the correct product on the project.

Typically, we build and test the system in our tech center at our office, which allows us to catch any defective equipment before delivering it to the site. If defective equipment is delivered to the site, we work with the vendor to replace or repair the equipment. Design Engineers develop drawings and documentation before ordering equipment. If end-of-life equipment is found, we notify the customer and recommend a replacement. If the customer agrees, we will change out the equipment for the current version.

G. Describe how products will be distributed to the City of Tucson and nationwide.

Artisan will use two methods of product delivery/distribution to the City of Tucson:

- Product and equipment will be brought to site when the installation team arrives for the project.
- Direct to site shipping will be used with pre-approved coordination with the site project manager.

H. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Artisan uses QuickBooks for its financials and all invoices are generated out of this product and sent as a PDF to the client. Artisan can invoice according to a client's PO or requirements.

I. Submit additional information that will aid the City in evaluating your proposal.

Artisan is a current vendor for the State of Arizona and as such Artisan believes the city of Tucson would qualify under the contract for state pricing.

If your firm is interested in being awarded the National AXIA cooperative contract, please respond to the additional questions below:

Artisan is not bidding for the national contract.

1. AXIA: Provide a written response to the national program.
2. Include a detailed response to Attachment F, Exhibit A, Section 3.0 through 3.3, Axia Cooperative Response for National Cooperative Contract. a.
 1. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative.
 2. The successful offeror will be required to sign (in Attachment F), Exhibit B, Axia Cooperative Administration Agreement. a. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the Axia Cooperative Administration Agreement.
 3. The successful offeror will be required to complete (in Attachment F) Exhibit G – Federal Funds Certification. 4. Exhibit H (in Attachment F) – New Jersey Business Compliance is optional for those respondents who do public business in New Jersey.

- **2. Qualifications & Experience**

A. Provide a brief history and description of your firm.

Artisan Systems has been offering commercial audio-video design, integration, and installation services since 2004. We have set up organizational processes within the company to ensure our company meets our clients demands while providing consistency to our clients. Our commercial teams are setup from Account Management through Field Engineering and each team has individuals who are experienced in the commercial field in their respective discipline including installation, field engineering, programming, project management, and aftermarket service.

From sales to implementation every team member is on the same page and has access to all documents pertaining to the respective job they are on. The sales teams have sales engineers who have the resources to provide educated/qualified proposal development with costs analysis that meet our clients' budgets. One of the processes in place is our kickoff meetings, both internal and with our clients at the job site.

Our account managers work closely with clients to define the scope of work and establish a price to meet budgets and expectations. Once the project is awarded, we schedule an internal kickoff to hand the project off to the Project Manager who is assigned to the project and our Project Engineering team is brought up to speed on the project so they can create CAD/One-line drawings, rack elevations, and handle other trade coordination necessary for implementation. The Project manager will take on their project, meet with the client for the external kick off meeting, and become the contact person for clients through project completion. The Project Manager also is responsible for safety oversight and coordinating with trade partners to make sure that sites are ready, or we are ready to be onsite when they finish. The PM coordinates all in-house team members throughout the project, scheduling them for a smooth project timeline. They are now responsible for delivering their projects on time, within budget and with 100% client satisfaction.

Artisan's Logistics Coordinator works closely with the PM and makes sure they understand product timelines and availability of product requested. The Logistics Coordinator is responsible for issuing purchase orders for all product to vendors, receiving material in the warehouse and staging it to the correct project. They also are in contact with vendors regarding ETAs of product. When the project is ready to go out they are responsible for Staging the project so the installation team can reach it easily and load it onto a truck and getting sign out sheets executed to verify product left to site.

Our Installation Team is comprised of Lead Technicians and Techs who are the backbone of Artisan's operations. They are dependable hard workers who communicate with the clients in a professional manner regarding rooms, floors, and storage. It is the Installers job to identify and sign out the EQ, while verifying that there is no damage to product, and load their vehicles. They are responsible for maintaining safety while driving and

onsite of every project. They are well versed in reading line drawings and lists of equipment while following the identified process for installing all products at job sites.

Our Engineering team is comprised of Design, Software, and Field engineers that have over 20 years of experience in designing, programming, commissioning, and servicing audio video solutions. They have familiarized themselves with the functionality of the latest products and technology to empower our client solutions. This has aided them in creating the Artisan processes that allows for the growth in efficiency through a systematic approach. The Engineering team is responsible for designing the system including analyzing the bill of materials to create CAD/one-line drawings and rack elevations. Our Field Engineers are responsible for finalizing the functionality of the system design and then empowering the end user with the information needed to be successful with the provided solution.

Artisan's service department has Service Technicians familiar with caring for the systems we install and are able to provide both remote and onsite support for our clients. They provide extended warranties and maintenance contracts with 4-hour phone response and 24 to 72-hour onsite response time depending on the structure of the support contract.

Artisan has extensive experience delivering A/V conference room technologies and video walls for emergency operating centers and digital signage. We also have extensive experience delivering A/V solutions for classroom, auditorium, and sports venue solutions.

B. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

Since Artisan has become a vendor for the state contract in 2017 we have successfully completed over 75 projects for the Arizona State Departments and Coop members. Currently we have over 25 open projects that have been awarded to be completed with various departments and coop members. We have been awarded over \$2,000,000 in business with state departments and over \$1.1 million dollars in business with Coop members.

Artisan has completed projects for the following state departments:

- Arizona Department of Administration with multiples agencies associated with AZ DOA
- Arizona Department of Corrections
- Arizona Game & Fish
- Arizona State Land
- Arizona Peace Officer Standards
- Arizona Office of Tourism
- AHCCCS

- Arizona Department of Public Safety
- Arizona Department of Economic Security

We have worked with State of Arizona Coop members including:

- Washington Elementary School District
- Miami School District
- Santa Cruz Union High School
- City of Mesa

In these jobs we have provide various solutions for the state and the coop members including:

- Google meets hangouts for AZ DOA
- Conference Room of various sizes (Huddle, small, medium, large, combined and uncombined)
- Training Rooms
- Board rooms
- Scheduling panels
- Digital Signage
- Emergency Operating Centers at AZ DOC & AZ DPS
- Video & Audio Solutions for school auditoriums
- Incorporated live streaming and broadcasting

C. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred.

List of references

#1

AZDOC: New EOC / 701 E Jefferson St, Phoenix, AZ 85034

LT Joseph Bowers

03-2022 to 09-2022

Phone Number: 602-471-4546

Email Address: jbowers@azadc.gov

Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)

Client reached out to Artisan to design and implement a new command center. System was designed for client according to their functional needs.

SOW work for this project included the installation of a new HD Video distribution system, audio distribution system, control system, multiple video walls, HDMI connection points, and a bring your own device audio/video conferencing integration.

In addition to the Command Center, Artisan also provided a conference room and outfit the director's office.

This project was new construction. System was designed and implemented according to construction timelines. Phases of installation were Pre-Wire, Trim-Out, Final gear installation, Programming and Commissioning, and Training.

Project started in March 2022 and wrapped up Sept of 2022

List job positions provided and technologies utilized to supplement services:

Design Engineer (1), Project Manager (1), Field Installers (2), Field Engineer (1), Audio Engineer (1), and Programmer (1).

Technology Used:

Video consists of AVPRO Edge 4K video distribution. (4) 100" Planer quad format displays, Samsung 55" 2x2 video wall, QSC PTZ Camera and multiple input wall and floor plates for sources.

Audio consists of QSC DSP, Crestron amplifier, Crestron in-ceiling speakers, and Shure microphones.

Control is a Crestron control processor and multiple touch panels.

#2

Arizona Peace Officers Standards and Training Board

2643 E University Dr
Phoenix, AZ 85043

Dan Wilson

11-2019 - 03-2020

Phone Number 602-774-9383

Email Address danw@azpost.gov

Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)

Artisan designed and installed an upgrade to AZPOST Board Room video. Artisan worked with the client to understand functionality usage for the space. The budget for this project was to upgrade the video and control while incorporating into the existing audio of the room. Since this system has been in place Artisan has successfully upgraded 2 additional classrooms and is currently working on upgrading the Audio system in the Board Room.

SOW: Add 2 large format displays to side wall, 3 large format display behind board members desks.

Add 7 small format desk monitors for each seat of the board members.

4k network video distribution to all displays and multiple source input locations.

Add conference camera with streaming capabilities.

Added control system with 2 touch panel control locations.

Rewired room with all new cabling and additional microphone locations.

List job positions provided and technologies utilized to supplement services.

Technology Used:

Video: Crestron NVX 4K Network video distribution, View Sonic Large format display, Crestron 1x8 HD distribution amplifier, retractable cable cubbies for video connectivity.

Control System: Crestron Control processor, (2) 7" control touch panels

#3

Arizona Department of Public Safety EOC AV Update

2222 W Encanto, Phoenix, AZ 85009

Derek Ortiz

04-2021 - 06-2021

Phone Number 602-980-2453

Email Address Dortiz@azdps.gov

Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Artisan was contracted by AZDPS to update the technology in the EOC command center. Project consisted of utilizing existing A/V equipment while incorporating new equipment.

PSC Classroom deliverables: Relocating existing 2x8 video wall, add new 2x8 video wall, add multiple additional displays, re-wire existing speakers, add cameras and microphones for BYOD conferencing, added multiple input locations, added multiple wireless presentation devices, added live streaming, and recording capabilities, added new 4K network-based video distribution system and new audio DSP and amplifiers. Reprogrammed control system and audio distributions systems.

Main entrance and west wall display: Relocated existing current aged displays and added new displays with OFE cable boxes.

Cafeteria: Added video distribution from PC Classroom as overflow, installed OFE cable box and added to control system.

Small conference room: Added video distribution from PC Classroom as overflow, replaced all video endpoints, add new control touch panel, and reprogrammed system.

List job positions provided and technologies utilized to supplement services.

Design Engineer (1), Project Manager (1), Install Technicians (4), Audio Engineer (1), Crestron Programmer (1), Account Manager (1)

Technologies:

PC Classroom: Crestron control system and touch panels, 2x8 Samsung Video wall, Crestron NVX 4K network video distribution system, QSC audio DSP and amplifiers, Shure MXA910 ceiling microphones, QSC PTZ Cameras, Lumens LC200 video streamer, and Samsung large format displays.

Small Conference room: Crestron control touch panel, Crestron NVX 4k video endpoint, new 4k wall plates and Crestron networked control modules.

D. Provide a brief overview of business operations, with an emphasis on experience providing Audio and Video (AV) equipment (including accessories), and related AV services (e.g. design, installation, maintenance, integration, training), experienced AV personnel deployment, and personnel training.

Artisan Systems has provided residential and commercial audio-visual systems integration services since 2004. The commercial division within the company is structured with experienced individuals in their defined disciplines operating under common organizational processes. Account Managers identify client needs assessments, utilizing Sales Engineering resources to provide implementation planning with costs analysis, budgetary planning, and proposal development with scope of work description. Upon formal acceptance of a proposal, an internal kick-off meeting leads to an assigned Project Manager. Engineering is engaged for systems design with associated CAD one-line drawings, rack elevations, and associated architectural/3rd party trade coordination information necessary for system implementation. The Project Manager becomes and remains the primary contact to the customer and applicable 3rd parties throughout the project for site coordination and installation scheduling. Artisan's Logistics Coordinator works with our Project Managers to ensure procurement and manages receipt of all equipment and materials specified during the engineering phase of the project. Installers provide necessary site rough-in services during the appropriate phases of the project lifecycle while technicians build equipment racks at Artisan's Tech Center rack staging area for complete setup and testing prior to delivery to the job site for final installation. When applicable, Crestron control system programs are developed by in-house programmer (Software Engineer). The Project Manager schedules GUI development review meetings to ensure the end user interface meets customer needs. A dedicated Field Engineer provides the expertise for final system acceptance, providing network, audio, video, and related system configuration tasks and thorough testing procedures to ensure systems are commissioned properly and they provide end-user training. With all system documentation already in their possession, Service Technicians have the resources they need to properly support the work provided throughout the warranty period.

Our Installation Team is comprised of Lead Technicians and Helpers who are the backbone of Artisan's operations. They are dependable hard workers who communicate with the clients in a professional manner regarding rooms, floors, and storage. It is the Installers job to identify and sign out the EQ, while verifying that there is no damage to product, and load their vehicles. They are responsible for maintaining safety while driving and onsite of every project. They are well versed in reading line drawings and lists of equipment while following the identified process for installing all product at job sites.

Our Engineering team is comprised of Design, Software, and Field engineers that have over 20 years of experience in Programming, commissioning, and servicing audio video solutions. They have familiarized themselves with the functionality of the latest products and technology to empower our client solutions. This has aided them in creating the Artisan processes that allow for the growth in efficiency through a systematic approach. The Engineering team is responsible for finalizing the functionality of the system design and then empowering the end user with the information needed to be successful with the provided solution.

Artisan's service department has Service Technicians familiar with the systems and are able to provide both remote and onsite support for our clients. Artisan service department offers maintenance and support contract options for up to 5 years after project acceptance. Our goal is to minimize the down time. Technology is evolving every day and without proper maintenance, systems will fail to perform at efficient levels. Electronic equipment needs routine checkups. Manufacturers implement new firmware throughout the life of their product to push improvements and new features. Artisan carefully monitors the firmware for the products we sell. During our routine visits we will determine if the electronics that are installed need an update. When Artisan finds issues that can be fixed during the visit, we will address them. Artisan also takes pride in how your system looks. We will clean the dust-off equipment, clean the display screens and check the wire management.

Typical Maintenance Visits include but are not limited to:

- Thoroughly clean the equipment rack
- Examine and repair cable management, as needed
- Examine and repair cable terminations, as needed
- Testing and document status of video systems of each room
- Testing and document status of audio systems of each room
- Testing and document status of any recording/playback equipment
- Testing and document status of all video conferencing systems
- Clean or change filters on any LCD/DLP projectors as necessary
- Clean lenses on any LCD/DLP projectors
- Record lamp and filter hours on LCD/DLP projectors
- Clean and inspect all monitors and displays in the system

- Test and record status of system software/firmware
- Update software/firmware to system components as needed
- Repair and/or adjust any malfunctioning equipment found during testing if possible
- Update signal flow diagrams as needed
- Update System Maintenance Log

E. Date established;

May 19, 2004

F. Ownership (public, partnership, subsidiary, etc.);

LLC, S-Corporation

G. Location in which the Offeror is incorporated.

State of Arizona

H. Office location(s) responsible for performance of proposed tasks;

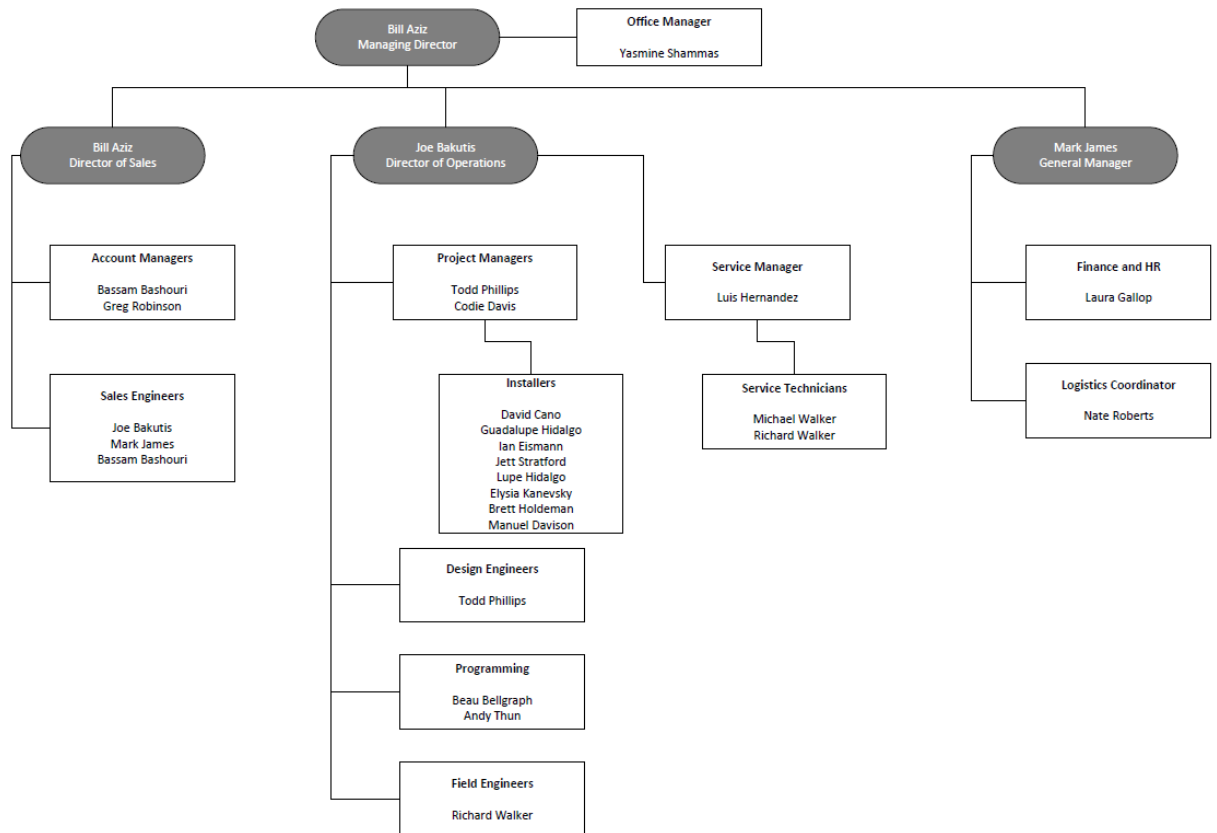
Artisan Systems
15876 N. 76th Street, Suite 100
Scottsdale, AZ 85260

I. Offeror shall provide the number, size and location of their distribution facilities, warehouses and service facilities as applicable.

Artisan has a 12,000 sq ft facility in Scottsdale Arizona. This facility encompasses a showroom, a 5000 sq ft warehouse and a 2000 sq ft tech and service area.

J. Offeror's organizational chart relevant to this project, specifically identifying the key point of contact for all questions related to the submitted offer;

Greg Robinson, Account Manager will be the point of contact for all questions related to this offer.



K. Full disclosure of any potential conflict of interest (e.g. serving as a reseller of computer hardware, software or business relationships between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the project);

Artisan has no conflicts of interest with any state employee.

L. Offeror may provide copies of any professional or industry certifications that represent the services detailed in this RFP.

See attached employee certifications.

M. References from past projects.

N. Core Construction O. 3036 East Greenway Rd. P. Phoenix, AZ 85032		Corey Adams	09-2020	07-2021
Phone Number		Email Address		
480-291-2133		Corey Adams <coreyadams@coreconstruction.com>		
Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) W.E.S.D. Unified School District				
Artisan was contracted by CORE Construction to design and implement Audio/Video and lighting upgrades for elementary schools at the Washington School District. The work was performed in the cafeteria/gymnasium. Artisan worked with many trades and different school schedules to provide a simple and quality audio/video/and lighting system. After successfully completing the first 6 schools we are currently working on new contract to implement similar system in 19 more schools.				
System Scope of Work was to revamp each cafeteria/gymnasium with a new audio, video, and stage lighting systems. This process included removal off all existing equipment, Re-wire of all necessary cables, remove old electric screen and replace with new rear projection screen. Mount projector on back wall of stage on wall mount bracket. Removal of existing stage lighting and replace with new LED lights with various focal points. Remove old audio electronics, speakers, and amplifiers. Replace with new mixer, speakers, amplifiers, microphones, and all new cabling. Added a simple control system to turn system on and off.				
Artisan started installation of this project February of 2021 and finished last school July of 2021.				
List job positions provided and technologies utilized to supplement services.				
Design Engineer (1), Project Manager (1), Install Technicians (3), Audio Engineer (1)				
Technologies:				
Video: Electric Draper rear projection screen. Optima 4K laser projector, and source input plate.				
Audio: Shure Microphones, Allen & Heath console mixer, DB Technology powered speakers and audio wall plates				
Lighting: Chauvet lights, DMX Cable, and connection boxes and DJOBEY lighting console				
Control: C2G Trulink AV Controller				

Client Company/Address	Contact	Begin Date	End Date
Banner Health / BUMCT Renovations 1501 N Campbell Ave Tucson, AZ 85724	David Eiri	04-2018	03-2019
Phone Number	Email Address		
916-206-2488	David.eiri@bannerhealth.com		
Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) This project was the first of many awarded to Artisan at this location. Project was a new construction/remodel of a Health Care facility in Tucson, AZ. Artisan was hired to install new conference room and classroom technology. Scope of work for this Project consisted of wiring, installation, and commissioning of 10 conference rooms, 1 combinable classroom and huddle spaces. Conference rooms consisted of following: Conference camera, HDMI and USB transmission from table, In-ceiling speakers, wireless content device, display and control. Training rooms consisted of following: Conferencing camera, ceiling microphones, speakers, displays, and control system. Phases of installation were Pre-Wire, Trim-out, Final gear installation, programming and commissioning and training. Artisan was hired by end user and worked hand in hand with clients General Contractor to work simultaneously with construction schedules. The project started April of 2018 and was completed March of 2019. List job positions provided, and technologies utilized to supplement services. Design Engineer (1), Project Manager (1), Field Installers (3), Field Engineer (1), Audio Engineer (1), and Programmer (1). Technologies: NEC large format displays, Polycom conferencing systems, AXIS cameras, C2G control system, Crestron Control system, Shure Microphones, QSC DSPs, Crestron speakers, Crestron wireless presentation devices, Crestron touch panels, Crestron Amplifiers, and D-Link network switches.			

Client Company/Address	Contact	Begin Date	End Date
AHCCCS Arizona Executive Conference Room	Anothony Flot	03-20-2020	05-27-2020
Phone Number	Email Address		
602-417-4831	Anthony.flot@azahcccs.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) Design and deliver a simple solution for executive conference room. System needed to be reliable and easy to use for the executive team members. System was designed and deployed as a Bring your own conference platform solution. Wireless presentation was installed for non-conferencing content presentation. A simple HDMI and USB connection at 2 different locations on the table for video and audio conferencing. Simple touch panel control to be used for program level adjustment and making SIP phone calls. Table inlays for both power and computer connectivity installed for convenience and multiple device connectivity. Phases included wiring, Installing equipment, programming, and commissioning. Project started March of 2020 and finished May of 2020. Artisan worked with end users to schedule appropriate time during down downtime so room would be available and not interrupt daily business. List job positions provided, and technologies utilized to supplement services. Design Engineer (1), Project Manager (1), Field Installers (2), Field Engineer (1), Audio Engineer (1), and Programmer (1). Technologies: Crestron Control system, Shure Microphones, QSC DSPs, Crestron speakers, Screen Beam wireless presentation devices, Crestron touch panels, Crestron Amplifiers, and D-Link network switches.			

Client Company/Address	Contact	Begin Date	End Date
AZDOA 1400 W Washington Renovations	Ruben Duran	09-2020	03-2021
Phone Number	Email Address		
602-897-1350	Ruben.Duran@azdoa.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)			
Design and install bring your own conference solution rooms on the 1st floor. 1 small huddle space, 3 medium conference rooms and a 3 way combine and uncombine training room. Each location to have a wireless presentation system present for non-conference meetings. Each space to have ability to hold a video conference meeting. Training space set up to be used as one large training space with video conferencing or 3 individual video conference spaces. Each meeting space has scheduling panel on outside of door.			
Phases of installation included: Wiring of all rooms. Equipment installation, programming, commissioning, and training.			
Project started September 2020 and Finished March 2021			
List job positions provided, and technologies utilized to supplement services.			
Design Engineer (1), Project Manager (1), Field Installers (2), Field Engineer (1), Audio Engineer (1), and Programmer (1).			
Technologies: Crestron Control system, Shure Microphones, QSC DSPs, Crestron speakers, Screen Beam wireless presentation devices, Crestron touch panels, Crestron Amplifiers, and D-Link network switches.			

Client Company/Address	Contact	Begin Date	End Date
AZDES TUC-OPD-DBME & DBME #2 4760 S Park Ave Tucson, AZ	Michael Garcia	09-2022	09-2022
Phone Number	Email Address		
520-820.2081	michaelgarcia@azdes.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) Design and install 7 individual conference rooms with large format displays with HDMI connection inputs for content sharing. Including running cable, installing in-ceiling speakers, and configured systems.			
Phases: Wiring and equipment installation. Commissioning and Training.			
List job positions provided and technologies utilized to supplement services. Design Engineer (1), Project Manager (1), Field Installers (2), Field Engineer (1), Audio Engineer (1), and Programmer (1).			
Technologies: Crestron Control system, Crestron speakers, Crestron Amplifiers, and D-Link network switches. Samsung large format displays.			

• 3. Price Proposal

A. Provide price proposal as requested on the Price Page attached herein labeled Attachment H.

1. Use the excel sheet to respond to the Price Page Catalog (Excel Sheet 1) with product offerings.
2. Vendors must provide a quote for Small Conference Room, Medium Conference Room, and Large Conference Room (Excel Sheets 2 through 4). (See Attached Spreadsheets)

NATIONAL RESPONSE:

Vendor is not applying for the national contract.

3. For each item listed include a response on National Pricing. Offeror shall provide pricing based on a discount price list or catalog, or fixed price, or combination of both with indefinite quantities.
 1. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included.
 2. Products and services proposed are to be priced separately with all ineligible items identified.
4. Offeror(s) should add additional columns in order to accommodate additional discounts. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
5. Describe the catalog or index that discounts will be taken.
6. Describe any special pricing available to Participating Agencies.
7. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
8. Describe any products offered by Supplier that are not captured in the pricing matrix.
9. Describe how Supplier proposes to price those items.
10. Describe any shipping charges.
11. Provide pricing for warranties on all products and services.
12. Describe any additional discounts or rebates available.
13. Describe how customers verify they are receiving Contract pricing.
14. Describe payment methods offered.
15. Propose the frequency of updates to the Offeror's pricing structure.
16. Describe any proposed indices to guide price adjustments. While changes in individual pricing may change, the category discounts should not change over the term of the Contract.
17. Describe how future product introductions will be priced and align with Contract pricing proposed.
18. Provide any additional information relevant to this section.
 1. Not to Exceed Pricing. The City of Tucson requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Scenario Price Page - Small Conference Room - 100 to 175 sq ft

Quantity	Item	Unit Price	Extended Price
1	Displays - NEC M651-AVT3	2836 \$	2,836.00
1	Display Mount - Chief LTM1U	268 \$	268.00
1	LED Wall - N/A	\$	-
1	Control Panel - N/A	Not required	
1	Microphones - Included with Video Conference System Below	Included	
1	Speakers - Included with Video Conference System Below	Included	
1	Projector - N/A	Not required	
1	Presentation Connection Points	Included	
1	Wireless Presentation Device - Included in Video Conference Kit	Included	
1	Video Conferencing Kit - Crestron Soundbar UC-SB-P50-WF-KIT	2908.7 \$	2,908.70
1	Power and Cabling Kit - Crestron TT-110-BT	162.84 \$	162.84
1	Room Reservation Panel - Crestron TSS-770-W-S	843.7 \$	843.70
2	Project Management	90 \$	180.00
1	Design Services	90 \$	90.00
14	Installation	90 \$	1,260.00
1	Shipping & Handling	\$	210.58
1	Miscellaneous	250 \$	250.00
1.5	Training Session	90 \$	135.00
		TOTAL	\$ 9,144.82

Option 1: Crestron TSW-770-LB Light bar Kit for Scheduler - \$310 installed - Provides 180 degree visual indication of room availability.

Option 2: Crestron Xio Cloud - \$3.45 per room-per month - Allows for remote management of all conference rooms using Crestron equipment

Option 3: Over floor raceway kit - \$575 - This overfloor raceway kit comes with (1) HDMI cable and (1) USB cable (15' max).

Room Use:

The Crestron UC-SB-P50-AM-WF-KIT is a a BYOD solution for small conference rooms that can be used as a plug & play or wireless teleconferencing platform. The kit includes a soundbar, 1 mic with a 15' pickup pattern and AirMedia wireless presentation/video conferencing. The Crestron TCC-770-W-S provides a complete room scheduling solution with remote notification and administration.

Links:

NEC M651-AVT3 - <https://www.sharpnecdisplays.us/products/displays/m651>

Crestron UC-SB-P50-AM-WF-KIT - <https://www.crestron.com/model/6513157>

Crestron TSS-770-W-S - <https://www.crestron.com/Products/Control-Surfaces/Touch-Screens/Medium-Touch-Screens/TSS-770-W-S>

Crestron TSW-770-LB-W - <https://www.crestron.com/Products/Control-Surfaces/Accessories/Touch-Screen-Light-Bars/TSW-770-LB-W-S>

PRICE PAGE

Offeror shall indicate the manufacturer(s) and model number(s) of the products being proposed. Additionally, Offeror shall indicate the Unit Price and the Percent Discount off of the Suggested Retail Price (SRP) for each item. If different discounts are available for different models, list all models, with their corresponding discount.

For Groups 12 - 14: Please provide a detailed description of service offering in your proposal.

Group 1: Displays

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF SRP	EXTENDED PRICING
		Barco			15%	0
		Christie Digital Systems			20%	0
		Chief			30%	
		Digital Projection			15%	0
		Infocus			20%	0
		LG			13%	0
		Mustang			22%	0
		NanoLumens			10%	0
		NEC			20%	0
		Optoma			27%	0
		Panasonic			18%	0
		Peerless			15%	0
		Samsung			18%	0
		Sunbrite			10%	0
		Sony			10%	0
		Strong			20%	0
		Sharp			31%	0

Group 2: LED Walls

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF	EXTENDED PRICING
					SRP	
		NanoLumens			10%	0
		Planar			15%	0
		Samsung			18%	0
						0
						0
						0
						0
						0
						0
						0

Group 3: Control Panels

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF	EXTENDED PRICING
					SRP	
		Crestron			41%	0
		QSC			27%	0
		Kramer			30%	0
		AMX			25%	0
		Auroa Multimedia			16%	0
		Extron Electronics			29%	0
						0
						0
						0
						0

Group 4: Microphones

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF SRP	EXTENDED PRICING
		AKG			18%	0
		Audio Technica			22%	0
		Audix			20%	0
		Sennheiser			17%	0
		Shure			29%	0
		Clear One			23%	0
		Listen Technologies			20%	0
		Yamaha			18%	0
						0
						0

Group 5: Speakers						
ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF SRP	EXTENDED PRICING
		Atlas Sound			20%	0
		Bose			35%	0
		Bogen Audio			25%	
		BSS Audio			20%	
		Cambridge Sound Management			15%	
		Community			25%	0
		Crestron			41%	0
		Crown Audio			27%	
		EAW			15%	
		Electro Voice			30%	
		Harman			25%	
		LEA			28%	
		Vicoustic			10%	
		James Loud Speakers			20%	

		JBL			36%	0
		Leon Speakers			20%	0
		Snap AV-Episode			34%	
		Speakekrcraft			30%	
		Sonance			15%	0
		Tannoy			22%	0
		TOA			25%	0
		Ashley Audio			25%	0
		Allen & Heath			15%	0

Group 6: Projectors

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF SRP	EXTENDED PRICING
		Barco			15%	0
		Christie Digital Systems			20%	0
		Digital Projection			15%	0
		Infocus			20%	0
		NEC			20%	0
		Optoma			27%	0
		Panasonic			18%	0
		Da-Lite			23%	0
		Draper			29%	0
		Stewart Film Screens			20%	0
						0

Group 7: Presentation Connection Points

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF SRP	EXTENDED PRICING
		Crestron			41%	0
		Biamp			30%	0
		FSR Inc.			21%	

		QSC			27%	0
		Shure - Stem			29%	0
		Kramer			30%	0
		Hanwha Techwin			25%	0
		Lumens			26%	0
		Luxul			25%	0
		Atlona			25%	0
		Audinate			10%	0
		Liberty AV Solutions			35%	0
		Mux Lab			10%	0
		TV One Broadcast			15%	0
		Vaddio			18%	0
		Plantronics			20%	0
		Autonomics			10%	0
		Axis			15%	0
		Brightsign			15%	0
		Cisco			15%	0

Group 8: Wireless Presentation Devices

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF	EXTENDED PRICING
					SRP	
		Crestron			41%	0
		Kramer			30%	0
		Atlona			25%	0
		Data Video			10%	0
		DBX			20%	0
		Gefen			18%	0
		Lifesize			28%	0
		Logitech			6%	0
		Screenbeam			5%	0
		ZeeVee			20%	0

Group 9: Video Conferencing Kits

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF	EXTENDED PRICING
					SRP	
		Crestron			41%	0
		Polycom			15%	
		Shure			29%	0
		Yamaha			18%	0
		TOA			25%	0
		Yealink			10%	0
						0
						0
						0
						0
						0

Group 10: Power and Cabling

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF	EXTENDED PRICING
					SRP	
		C2G			20%	0
		COVID			25%	0
		D-link			15%	0
		Furman			25%	0
		Legrand			25%	0
		Liberty Cable AV			35%	0
		SurgeX			15%	0
		TrippLite			20%	0
		Windy City Wire			28%	0
		WireMold			25%	0

Group 11: Room Reservation Panels

ITEM NO.	PRODUCT CATEGORIES	PROPOSED MANUFACTURER	PROPOSED MODEL #	UNIT PRICE	PERCENT DISCOUNT OFF	EXTENDED PRICING
					SRP	
		Crestron			41%	0
		QSC			27%	0
						0
						0
						0
						0
						0
						0
						0
						0
						0

Group 12: Phone Integration	
PROPOSED SERVICE OFFERING	PRICE
N/A Done through IT dept.	
<i>(add additional lines as necessary)</i>	

Group 13: Calendar / Reservation System Integration	
PROPOSED SERVICE OFFERING	PRICE
Included with support from client IT	
<i>(add additional lines as necessary)</i>	

Group 14: Services (Design, Install, Training, etc.)	
PROPOSED SERVICE OFFERING	PRICE
Installation	90
Design	90
Commisioning	90
Programming	90
Project Management	90
Training	90

<i>(add additional lines as necessary)</i>	
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Scenario Price Page - Medium Conference Room - 175 to 350 sq ft

Quantity	Item	Unit Price	Extended Price
1	Displays - NEC C750Q	3807.2 \$	3,807.20
1	Display Mount - Chief LTM1U complete with pullout kit FCAV1U	583.7 \$	583.70
1	LED Wall - N/A	N/A	
1	Control Panel - Integrated into Video Conferencing Kit Below	Included	
2	Microphones - Integrated into Video Conferencing Kit Below	Included	
1	Speakers - Integrated into Video Conferencing Kit Below	Included	
1	Projector - N/A	N/A	
1	Presentation Connection Points	Included	
1	Wireless Presentation Device - Built in AirMedia	Included	
1	Video Conferenceing Kit - Crestron UCMX50-U	3245 \$	3,245.00
1	Power and Cabling Kit	50 \$	50.00
1	Room Reservation Panel - Crestron TSS-770-W-S	843.7 \$	843.70
2	Project Management	90 \$	180.00
1.5	Design Services	90 \$	135.00
16	Installation	90 \$	1,440.00
1	Shipping & Handling	\$	255.89
1	Miscellaneous	200 \$	200.00
1.5	Training Session	90 \$	135.00
TOTAL		\$	10,875.49

Option 1: Crestron Light bar Kit for Scheduler - \$310 Installed - Provides 180 degree visual indication of room availability.

Option 2: Crestron Xio Cloud - \$3.45 per room-per month - Allows for remote management of all conference rooms using Crestron equipment.

Option 3: Over floor raceway kit - \$575 installed - Comes with 1 CAT6 cable to run from the Flex table top device to the behind display receiver.

Room Use:

The Crestron UCMX50-U provides a complete teleconferencing and collaboratoion solution for open-platform UC applications

This system can be used in a stand-alone, plug and play or wireless presentation (with the built in-AirMedia) configuration. The Creston TCC-770-W-S provides a complete room scheduling soltuion with remote notification and administration. Please note: This room needs to have a pathway for the provided CAT6s between the tabletop conferencing unit and the display on the wall. This can be achieved through an exsisting core/conduit or use Option 3 over floor raceway kit.

Links:

NEC C750Q - <https://www.sharpnecdisplays.eu/p/eeme/en/products/details/t/large-format-displays/midrange-displays/rp/c750q.xhtml>

Crestron UCMX50-U - <https://www.crestron.com/Products/Workspace-Solutions/Unified-Communications/Crestron-Flex-Tabletop-Conferencing-Systems/UC-MX50-U>

Crestron TSS-770-W-S - <https://www.crestron.com/Products/Control-Surfaces/Touch-Screens/Medium-Touch-Screens/TSS-770-W-S>

Crestron TSW-770-LB-W - <https://www.crestron.com/Products/Control-Surfaces/Accessories/Touch-Screen-Light-Bars/TSW-770-LB-W-S>

Scenario Price Page - Large Conference Room - 350 to 450 sq ft

Quantity	Item	Unit Price	Extended Price
1	Displays - NEC C860Q	6583.2 \$	6,583.20
1	Display Mount - Chief XTM1U complete with pull out kit FCAV1U	634.2 \$	634.20
1	LED Wall - N/A	\$	-
1	Control Panel - Integrated with Video Conferencing Kit Below	Included	
2	Microphones - 1 Crestron CCS-UCA-MIC comes with Video Conferencing Kit Below	Included	
1	Crestron CCS-UCA-MIC Extension Mic	227.74 \$	227.74
1	Speakers - Integrated into Flex table top unit in Video Conferencing Kit Below	Included	
1	Projector - N/A	\$	-
1	Presentation Connection Points	Included	
1	Wireless Presentation Device	Included	
1	Video Conferenceing Kit	3460.94 \$	3,460.94
1	Power and Cabling Kit	75 \$	75.00
1	Room Reservation Panel	843.7 \$	843.70
3	Project Management	90 \$	270.00
2	Design Services	90 \$	180.00
28	Installation	90 \$	2,520.00
	Shipping & Handling		354.7434
1	Miscellaneous	350 \$	350.00
1.5	Training Session	90 \$	135.00
		TOTAL	\$ 15,634.52

Option 1: Crestron Light bar Kit for Scheduler - \$310 installed - Provides 180 degree visual indication of room availability

Option 2: NEC C981Q 98" display \$6,927.20

Option 3: Crestron Xio Cloud - \$3.45 per room-per month - Allows for remote management of all conference rooms using Crestron equipment.

Option 4: Over floor raceway kit - \$575 - Includes 8' of over floor raceway, one CAT6 cable (25') from table-top Mercury unit to receiver behind display.

Room Use:

The UCMX70-U provides a complete video conference room solution for open-platform UC applications.

Supports a single display and features Flex tabletop conference device. Comes with HDMI over CATx receiver

camera, mic pod, cables and power supply. The UCMX70-U has the capability to support a second mic-pod for

extra large conference room tables. The Creston TCC-770-W-S provides a complete room scheduling solution with remote notification and administration.

Links:

Crestron UCMX70-U - <https://www.crestron.com/Products/Workspace-Solutions/Unified-Communications/Crestron-Flex-Tabletop-Conferencing-Systems/UC-MX70-U>

Crestron CCS-UCA-MIC - <https://www.crestron.com/Products/Audio/Microphones/Wired-Microphones/CCS-UCA-MIC>

Crestron TSS-770-W-S - <https://www.crestron.com/Products/Control-Surfaces/Touch-Screens/Medium-Touch-Screens/TSS-770-W-S>

Crestron TSW-770-LB-W - <https://www.crestron.com/Products/Control-Surfaces/Accessories/Touch-Screen-Light-Bars/TSW-770-LB-W-S>



** PLEASE USE BLACK INK **



T3083319

License Fees Billing Form

ARTISAN SYSTEMS
C/O YASMINE AZIZ
15876 N 76TH ST
SUITE 100
SCOTTSDALE, AZ 85260-2469

Period	2023
License Type	Business
License Number	T3083319
Security Code	4937
Amount	62.50
Amount Paid	

Charges Included in Amount Above

Description	Amount	For Period Ending	Due Date
Business License application fee	25.00	12/31/2023	05/05/2023
Business License fee initial year	37.50	12/31/2023	05/05/2023

Contact/Location Information on File: If any contact/location information has changed, complete below:

Business Mailing Address: C/O YASMINE AZIZ 15876 N 76TH ST SUITE 100 SCOTTSDALE, AZ 85260-2469	New Mailing Address Care-of/Attn: Street Address or PO Box: City/State/Zip Code
Business Location or Rental Property Address: 15876 N 76TH ST SCOTTSDALE, AZ 85260	New Location Address:
Business Phone Number: 4805381071	New Phone Number:
Email Address: yshammas@artisanaz.com	New Email Address:

Ownership Information On File

Ownership Type: LLC	Owner/Legal Entity: ARTISAN CINEMA AND SOUND LLC If Ownership/Legal Entity has changed, call for a new application or go online at www.tucsonaz.gov/finance/apply
------------------------	--

Cancellation Notice Information

☐ Moved Out of City (to):	Street	City	State	Zip
☐ Sold (If sold, to whom):				
☐ Closed Business	☐ Other (please explain):			
Date Business/Location was Closed/Sold:				

I certify that the above information is correct and complete to the best of my knowledge.

Signature

Date

Printed Name

Phone Number

DEMOGRAPHIC INFORMATION for businesses located in Tucson

Annual Gross Revenue	☐ \$100,000 or less	Number of Employees	
	☐ \$100,000 to \$500,000	☐ 0 to 4	☐ 100 to 249
	☐ \$500,000 to \$2,000,000	☐ 5 to 19	☐ 200 to 499
	☐ \$2,000,000 to \$10,000,000	☐ 20 to 49	☐ 500 to 999
	☐ More Than \$10,000,000	☐ 50 to 99	☐ 1000 or higher
Ethnicity	☐ American Indian	Gender	☐ Male ☐ Female
	☐ Asian	Export	☐ Yes ☐ No
	☐ African American/Black	Please see instructions for survey below.	
	☐ Hispanic or Latino		
	☐ Pacific Islander		
	☐ White		
	☐ Other		

Instructions for Demographic Information survey:

- * Survey response is optional. * Please check no more than one box in any of the sections of the survey. *
- * Responses for Annual Gross Revenue and Number of Employees should be for Tucson revenue and employees only. *
- * Response for Export should be "Yes" if any goods are exported outside the U.S., and "No" otherwise. *

Business Premises Status: (Check any that apply)

- ☐ This is my residence.
- ☐ I own my business location.
- ☐ I rent a portion of my business premises to another entity.
- ☐ I lease all or part of my property to an affiliated entity.

Landlord/Property Manager's Name: _____

LICENSE FEE & PENALTY

The City of Tucson charges an annual license fee. The license type, fee due, and due date, are identified in the upper right corner of the front page of this form. Annual Business License renewal fees become delinquent on February 1 of the license year, and are subject to a non payment penalty of 50% of the balance due.

PAYMENT METHODS

MAIL--Mail in this form, with your check or money order made payable to the City of Tucson, to the payment address below. A return envelope is provided for your convenience. ONLINE--Pay using credit card or e-check at <https://tucsonaz.igovservices.com>. IN PERSON--Pay using cash, check, money order, or debit/credit cards at the cashier station in the County-City Public Works Building. You will need to have this form with you to pay for your license renewal.

License Section contact information

Payment Address

Attn: Collections
PO BOX 27320
TUCSON AZ 85726-7320

Business License Counter Location: at the County-City Public Works Building, 201 N. Stone Ave. (on the northwest

corner of Alameda St. and Stone Ave); in the north lobby (the "Tucson Development Center")

Business License Counter Hours: 8:00 am to 4:00 pm, Monday thru **Thursday** (except for city holidays);

Fridays

by appointment only (call phone number below)

License Section Telephone: (520) 791-4566, available 8:00 am to 5:00 pm (MST), Monday thru Friday (except for city holidays)

Email: license@tucsonaz.gov

Fax: (520) 791-3114



T3083319

<https://tucsonaz.igovservices.com>

Yasmine Shammass

From: iGovServices <admin@igovservices.com>
Sent: Friday, May 5, 2023 11:54
To: Yasmine Shammass
Subject: [EXTERNAL]Payment Receipt

You don't often get email from admin@igovservices.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CITY OF TUCSON

Payment Receipt

Receipt #: 34557
Date Paid: 05/05/2023
PIDN: T3083319
Name: ARTISAN CINEMA AND SOUND LLC

City of Tucson
PO Box 27210
Tucson, AZ 85726-7210
Phone Number: 520-791-4080

Payment Method

E-Check

Card Type

Line Item Description	Year	Payment
Business License application fee	2023	\$25.00
Business License fee initial year	2023	\$37.50

Amount Processed: \$62.50

Processing Fee: \$0.00

Amount Received: \$62.50

ARTISAN SYSTEMS

EMPLOYEE
CERTIFICATIONS



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified Audio Technician**.



3/8/2019

Date

A handwritten signature in black ink, appearing to read "Beau Bellgraph", written over a horizontal line.

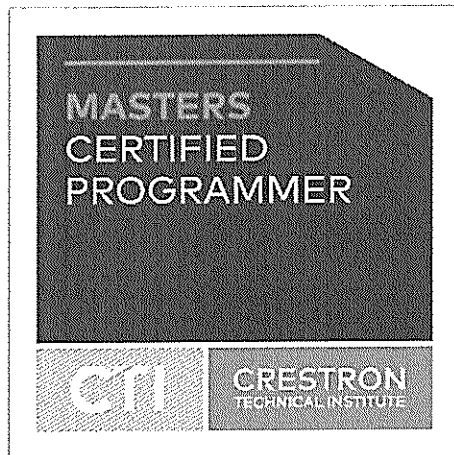
Authorized Signature

AUD-110-171030-0030



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Masters Certified Programmer**.



6/13/2021

Date

A handwritten signature in black ink, appearing to read "Beau Bellgraph", written over a horizontal line.

Authorized Signature

CMCP-000-210613-1658



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Shade Technician Certification**.



10/21/2014

Date

A handwritten signature in black ink, appearing to be 'Beau Bellgraph', written over a horizontal line.

Authorized Signature

CST-103-141021-0093



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Masters Technology Architect - Commercial**.



6/13/2021

Date

A handwritten signature in black ink, appearing to read "Beau Bellgraph", written over a horizontal line.

Authorized Signature

MTA-C-000-210613-1337



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron DigitalMedia Streaming Certificate**.



3/8/2019

Date


Authorized Signature

S-110-160929-0029



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified Programmer**.



11/7/2017

Date

A handwritten signature in black ink, appearing to read "Beau Bellgraph", written over a horizontal line.

Authorized Signature

CCP-2100-171107-1306



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Shade Designer Certification**.



9/2/2014

Date

A handwritten signature in black ink, appearing to be "Beau Bellgraph", written over a horizontal line.

Authorized Signature

CSD-000-140902-0143



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified DigitalMedia 4K Designer**.



8/29/2014

Date

A handwritten signature in black ink, appearing to be "Beau Bellgraph", written over a horizontal line.

Authorized Signature

D-4K-000-140829-0241



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Masters Technology Architect - Residential**.



6/13/2021

Date

A handwritten signature in black ink, appearing to read "Beau Bellgraph", written over a horizontal line.

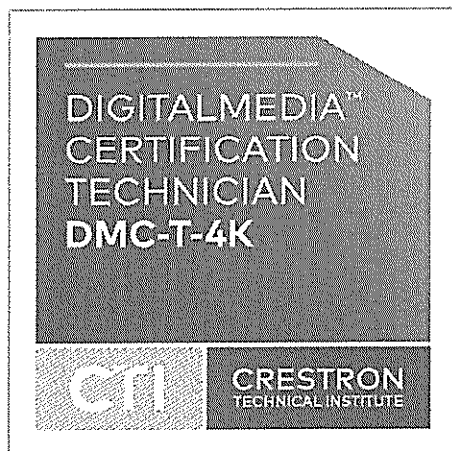
Authorized Signature

MTA-R-000-210613-1060



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified DigitalMedia Technician**.



8/24/2012

Date

A handwritten signature in black ink, appearing to be "Beau Bellgraph", written over a horizontal line.

Authorized Signature

T-4K-110-120824-2847



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Core Certificate**.



2/3/2022

Date

A handwritten signature in black ink, appearing to be "Beau Bellgraph", written over a horizontal line.

Authorized Signature

CCT-001-200829-1610



This certifies that Beau Bellgraph

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified DigitalMedia 4K Engineer**.



11/13/2014

Date

A handwritten signature in black ink, appearing to read "Beau Bellgraph", written over a horizontal line.

Authorized Signature

E-4K-103-141113-0107



CERTIFIED TECHNOLOGY SPECIALIST

Todd Phillips

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™, has met the requirements of the AVIXA independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist and the CTS® designation.

Effective Date

December 03, 2019

Date of Expiration

December 31, 2022

Certification Number

400890

A handwritten signature in black ink that reads "Luke Jordan".

Luke Jordan, CTS-I
Chair, AVIXA independent
Certification Committee



The AVIXA Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program.



CERTIFIED TECHNOLOGY SPECIALIST

Installation

Todd Phillips

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Installation, has met the requirements of the AVIXA independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist-Installation and the CTS®-I designation.

Effective Date

July 08, 2020

Date of Expiration

July 31, 2023

Certification Number

401752

Luke Jordan, CTS-I
Chair, AVIXA independent
Certification Committee



The AVIXA Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program.



certifies that

TODD PHILLIPS

has successfully completed

OSHA 30 Hour Construction

and has earned 3 IACET CEUs and 30.3 Contact Hours.



I confirm that I personally took the
course listed above.

A handwritten signature in black ink.

STUDENT SIGNATURE



11504556
SERIAL NUMBER

7/2/2014
COMPLETION DATE

30.25 HOURS
COURSE DURATION

1150455



This certifies that Todd Phillips

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified DigitalMedia 4K Designer**.



1/2/2016

Date

A handwritten signature in black ink, appearing to read 'Todd Phillips', written over a horizontal line.

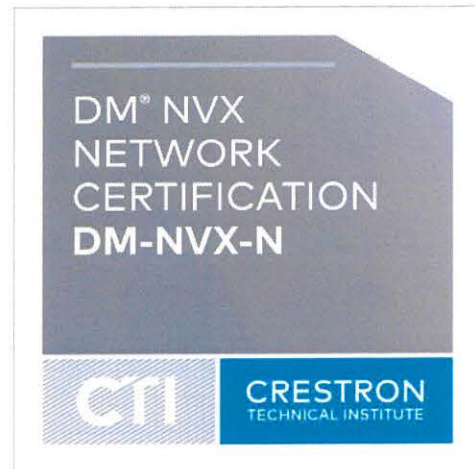
Authorized Signature

D-4K-000-160102-7015



This certifies that Todd Phillips

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified DigitalMedia NVX Networking**.



3/8/2019

Date

A handwritten signature in black ink, appearing to read "TPH", written over a horizontal line.

Authorized Signature

NVXN-110-190222-1585



This certifies that Todd Phillips

has successfully completed

Foundations of Crestron Programming (CTI-P101)



3/28/2019

Date



Authorized Signature



This certifies that Todd Phillips

has successfully completed

Crestron Fundamentals Commercial (CTI-CFC)



3/9/2021

Date


Authorized Signature



This is to certify that

Todd Phillips

has completed

Q-SYS Level 1 Training

effective on November 15, 2021

And is deemed qualified and entitled by QSC, LLC
to all of the rights and benefits of such certification.

This certification is valid through November 15, 2024

A handwritten signature in blue ink that reads "Joseph Pham".

Joseph Pham
President and
Chief Executive Officer

A handwritten signature in blue ink that reads "Patrick Heyn".

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit

CABLING & INFRASTRUCTURE TECHNICIAN



Ian Eisemann

has demonstrated competency in the knowledge and skills covered by the CIT exam, agrees to abide by the CEDIA Certification Code of Conduct, is in good standing and is hereby authorized by the CEDIA Certification Commission to use the CEDIA Certified Cabling & Infrastructure Technician title and designation.

Date Earned: 09/01/2022

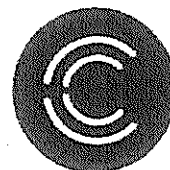
Certification Number: 8407

Certification Period: 09/01/2022 – 09/01/2025

Dennis Erskine
Chairman, CEDIA Certification Commission



The CEDIA Certified Cabling & Infrastructure Technician is accredited by the ANSI National Standards Board (ANAB) under the ISO/IEC 17024 standard. This Certificate is the sole property of the CEDIA Certification Commission and must be returned if certification is suspended or revoked.



CEDIA CERTIFIED



Biamp Education Experience

TESIRAFORTE

BIAMP SYSTEMS CERTIFIES THAT

Jett Stratford

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS OF
BIAMP'S TesiraForte TRAINING COURSE
ON THIS DATE OF

August 16, 2021

RASHID SKAF
PRESIDENT, CHIEF EXECUTIVE
OFFICER AND CO-CHAIRMAN

biamp.

KILEY HENNER
DIRECTOR OF
CUSTOMER EXPERIENCE

9300 SW GEMINI DRIVE | BEAVERTON, OREGON | 97008 | USA |

WWW.BIAMP.COM | +1.503.641.7287



Biamp Education Experience

TESIRA[®]

BIAMP SYSTEMS CERTIFIES THAT

Jett Stratford

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS
BIAMP'S TesiraSERVER/SERVER-IO TRAINING COURSE
ON THIS DATE OF

July 18, 2022

RASHID SKAF
PRESIDENT, CHIEF EXECUTIVE
OFFICER AND CO-CHAIRMAN

biamp.

KILEY HENNER
DIRECTOR OF
CUSTOMER EXPERIENCE

9300 W. GEMINI DRIVE | BEAVERTON, OREGON | 97008 | USA |

WWW.BIAMP.COM | +1.503.541.7287



This certifies that Mark James

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified DigitalMedia Technician**.



11/9/2020

Date

A handwritten signature in black ink, appearing to be "Mark James", written over a horizontal line.

Authorized Signature

T-4K-105-190101-9522



This certifies that Mark James

has successfully completed all of the requirements of the Crestron Technical Institute Certification Program and is hereby awarded the title of **Crestron Certified Programmer**.



6/2/2014

Date

A handwritten signature in black ink, appearing to be 'Mark James', is written over a horizontal line.

Authorized Signature

CCP-2100-140602-0827



Certificate of Completion

This is to certify that you have successfully completed

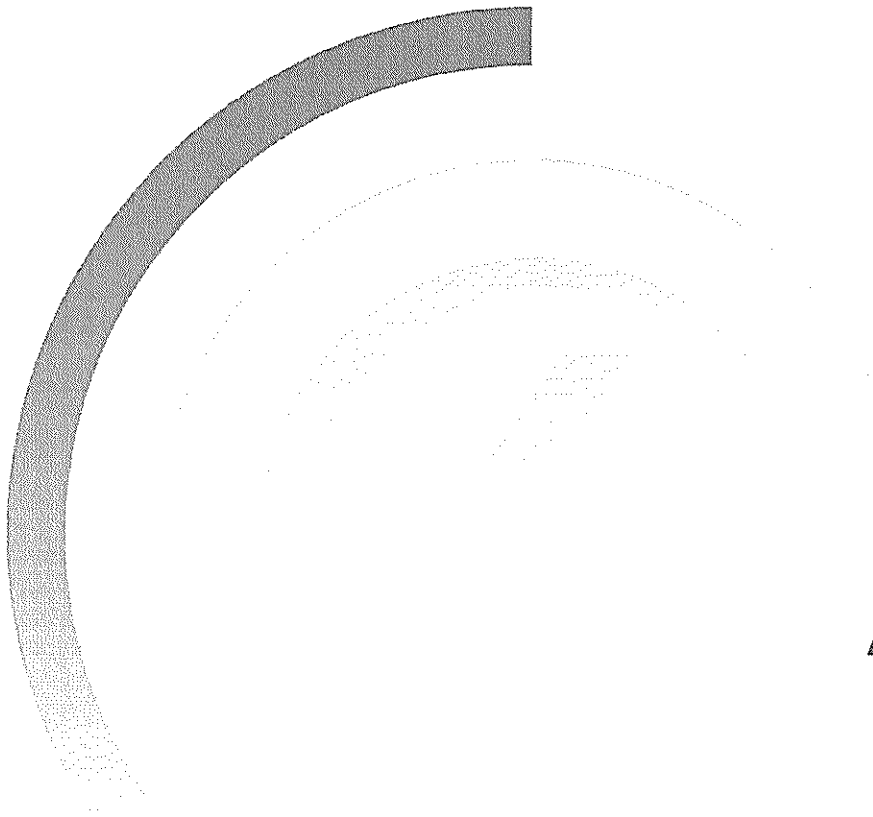
the ELAN Hands-On Experience Course

Luis Hernandez

December 3rd, 2020

Craig Copely
SVP, Systems and Services

Brian Plumm
Training Manager, ELAN



Control⁴

E D U C A T I O N

Hereby certifies that

**Richard
Walker**

successfully completed

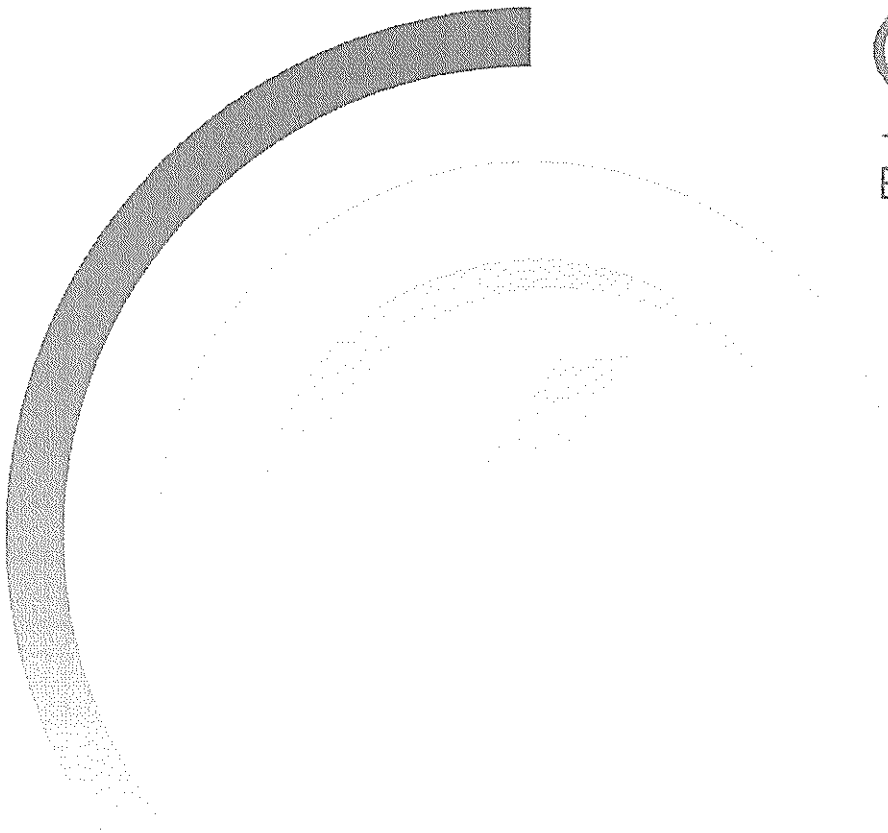
Automation Programmer

on

October 21, 2015

Dawn Boland
Vice President of Education & Support

Rus Rasmussen
Director of Worldwide Education



Control⁴

EDUCATION

Hereby certifies that

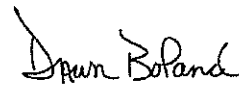
**Richard
Walker**

successfully completed

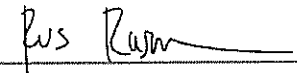
Associate Installer

on

April 16, 2015



Dawn Boland
Vice President of Education & Support



Rus Rasmussen
Director of Worldwide Education



TouchMix[®]

C E R T I F I E D

QSC

QSC, LLC Costa Mesa, California, U.S.A.

This is to certify that

Richard Walker

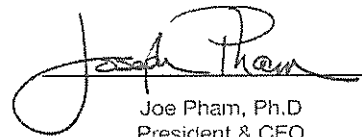
has completed

TouchMix Training

effective on December 29, 2021

And is deemed qualified and entitled by QSC, LLC to all of the rights and benefits of such certification.

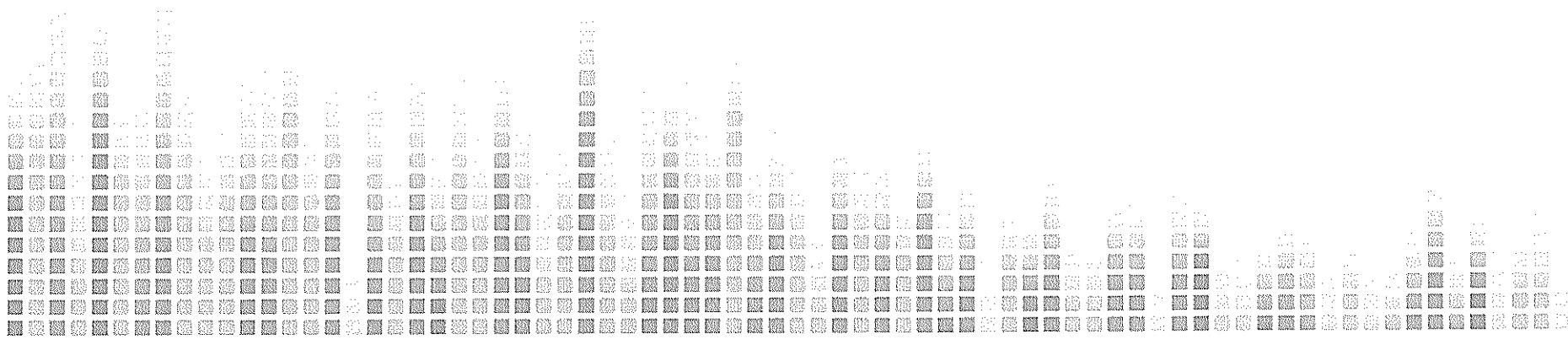
This certification is valid through December 29, 2026



Joe Pham, Ph.D
President & CEO



Patrick Heyn
Director of Marketing (Systems)
and Training & Education





This certification is valid through October 21, 2024

Joseph Pham
President and
Chief Executive Officer

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit



This is to certify that

Richard Walker

has completed

**Q-SYS Reflect Enterprise Manager
Technician Training**

effective on October 13, 2021

And is deemed qualified and entitled by QSC, LLC
to all of the rights and benefits of such certification.

This certification is valid through October 13, 2023

A handwritten signature in black ink, appearing to read "Joseph Pham".

Joseph Pham
President and
Chief Executive Officer

A handwritten signature in black ink, appearing to read "Patrick Heyn".

Patrick Heyn
Director of Marketing & Training
QSC Systems Business Unit

PLD/CXD
SERIES
PROCESSING AMPLIFIERS

C E R T I F I E D



QSC, LLC Costa Mesa, California, U.S.A.

This is to certify that

Richard Walker

has completed

PLD & CXD Training

effective on February 28, 2022

And is deemed qualified and entitled by QSC, LLC to all of the
rights and benefits of such certification.

A handwritten signature in black ink, appearing to read 'Joe Pham', written over a horizontal line.

Joe Pham, Ph.D
President & CEO

A handwritten signature in black ink, appearing to read 'Patrick Heyn', written over a horizontal line.

Patrick Heyn
Director of Marketing (Systems)
and Training & Education



Biamp Education Experience

TESIRA[®]FORTÉ

BIAMP SYSTEMS CERTIFIES THAT

Richard Walker

HAS SUCCESSFULLY COMPLETED ALL REQUIREMENTS OF
BIAMP'S TesiraFORTÉ TRAINING COURSE
ON THIS DATE OF

June 23, 2020

RASHID SKAF
PRESIDENT, CHIEF EXECUTIVE
OFFICER AND CO-CHAIRMAN

biamp.

KILEY HENNER
DIRECTOR OF
CUSTOMER EXPERIENCE

Optimized Control Design

Biamp certifies that

Richard Walker

has successfully completed all requirements of

Optimized Control Design

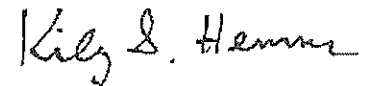
on this date of

February 22, 2022

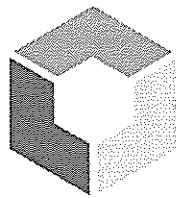


RASHID SKAF
President, CEO & Co-Chairman

biamp.



KILEY HENNER
Director of Customer Experience



KRAMER
ACADEMY

This is to certify that

Richard Walker

has successfully completed the certification requirements
and is hereby awarded the title of

Kramer Control Systems Designer

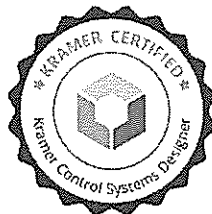
Course Duration: **2** Hours

By completing this course the above-named recipient has earned:

1 AVIXA RU's



**AV BEYOND
THE BOX**



AVIXA
CTS **RU** Provider

9/30/2022

Date

Gilad Yron
CEO

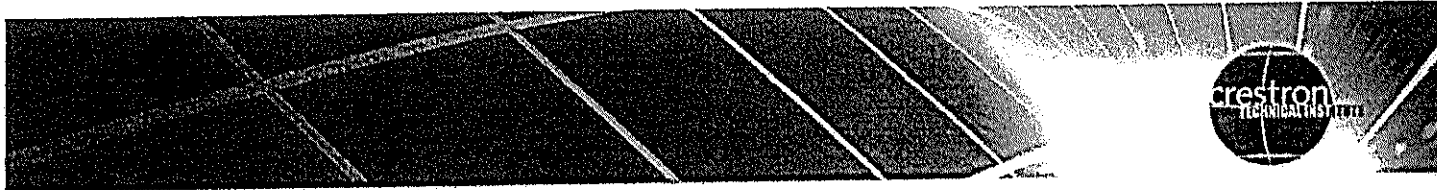


is pleased to award this
Certificate of Recognition to

Richard Walker

who has successfully completed Lutron's
LP 620 - RadioRA 2 Level 1 Online Training

3/22/21



This certifies that

JOE BAKUTIS

has successfully completed the
requirements of the
Crestron DigitalMedia™ certification program
and is hereby awarded the title of

DigitalMedia Certified Technician 4K

08/24/2012
Date

T-4K-110-120824-2846
Certification Number


Authorized Signature



This certifies that ANDREW THUN

has successfully completed

Intermediate System Programming (CTI-P201)

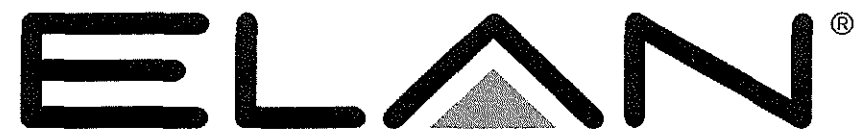


01/13/2022

Date

A handwritten signature in black ink, appearing to read "P. H. H.", written over a horizontal line.

Authorized Signature



Certificate of Completion

This is to certify that you have successfully completed
the ELAN Hands-On Experience Course

Andrew Thun

March 25th, 2021

A handwritten signature in cursive script, reading "Craig Copey", written over a horizontal line.

Craig Copey
SVP, Systems and Services

A handwritten signature in cursive script, reading "Brian Pflum", written over a horizontal line.

Brian Pflum
Training Manager, ELAN

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendum in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Artisan Systems
Company Name

15876 N. 76th St. Suite-100
Address

Scottsdale AZ 85280
City State Zip


Signature of Person Authorized to Sign

Printed Name BILL AZIZ

Owner
Title

Name: Greg Robinson

Title: Sales Executive

Phone: 602-820-0939

Fax: — 480-538-1072

E-mail: grobinsow@artisanaz.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 17th day of August 2023

Regina Nassen
As Tucson City Attorney and not personally
personally

Awarded:

This 16th day of August 2023

Nathan Daon
As Director of Business Services and not



4. RFP 230149



CITY OF TUCSON
REQUEST FOR PROPOSAL

230149

AUDIO VISUAL PRODUCTS AND RELATED SERVICES

Due Date: Wednesday, May 10, 2023

City of Tucson
255 W Alameda St
Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/43122>

PUBLISH DATE: April 10, 2023

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 230149
Page 2 of 42
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

Attachments:

A - OFFER AND ACCEPTANCE

G - Axia Cooperative Solicitation Attachment G for COT Audio Visual 0423

H - Price Page 230149

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 230149

TITLE: Audio Visual Products and Related Services

SUBMITTAL DUE DATE: Wednesday, May 10, 2023 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Tuesday, April 25, 2023

TIME: 2:00 pm LOCAL AZ TIME

LOCATION: Microsoft Teams Meeting https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmJiNWJiNzctOGE3Yy00NDk1LTkxMDMtMDBkYzQ3OTJjNDJi%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%2234c060f3-59c8-40fe-8084-8b885551b117%22%7d

QUESTIONS SHALL BE DIRECTED TO: Casey Adams
(520) 837-4128
casey.adams@tucsonaz.gov

Posted Date: Monday, April 10, 2023

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson maintains over 100 conference rooms geographically dispersed throughout City facilities in Tucson, Arizona. These conference rooms are used by City staff and public groups to hold in-person and hybrid meetings using video conferencing tools such as Microsoft Teams and Zoom. These rooms range in size from small collaboration spaces to large auditoriums. Each conference room contains different types of audio-visual (AV) technology ranging from those with no technology, to those with sophisticated systems. When scheduling a conference room, meeting facilitators often don't know what technology to expect or how to effectively use the technology. This ultimately impacts the City's ability to successfully facilitate hybrid meetings.

To overcome these challenges, the City of Tucson Information Technology Department (ITD) is seeking to contract with one or more AV equipment and service providers to refine initial design and build a consistent meeting room AV experience. The chosen contractor(s) will work with the City to create AV packages for each type of conference room based on size. Once finalized, the contractor will be responsible for building out each conference room based on priority and budget established by the City. The contractor will also develop and deliver technical and end-user training programs, associated documentation, and provide a minimum of twice annual inspection and preventative maintenance to keep these systems running with maximum effectiveness.

AXIA Cooperative - National Contract: The City of Tucson, as the Lead Procurement Agency, as defined in Axia Cooperative Attachment, has partnered with Axia Coop LLC ("Axia Cooperative") to make the resultant contract (also known as the "Master Agreement" in materials distributed by Axia Cooperative) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Axia Cooperative Attachment contains additional information on Axia Cooperative and the cooperative purchasing agreement. Axia Cooperative provides shared services and supply chain optimization to state, local, education and other government entities. Axia Cooperative leverages the spend of public agencies nationwide to command the best prices on products and services. With executive support from the supplier along with pricing and sales commitments, Axia Cooperative provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Axia Cooperative documents (Axia Cooperative Attachment). The City of Tucson anticipates spending approximately \$1mm over the full potential Master Agreement term for Audio Visual Products and Related Services. While no minimum volume is guaranteed to the Supplier, the

estimated annual volume of purchases under the Master Agreement through Axia Cooperative is approximately \$15mm. This projection is based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and Axia Cooperative.

B.2. Contact Information

Casey Adams

Senior Contract Officer

Email: casey.adams@tucsonaz.gov

Phone: [\(520\) 837-4128](tel:(520)837-4128)

Department:

Information Technology

B.3. Timeline

Release Project Date	April 10, 2023
Pre-Proposal Meeting (Non-Mandatory)	April 25, 2023, 2:00pm Agenda Microsoft Teams Meeting https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmJiNWJiNzctOGE3Yy00NDk1LTkxMDMtMDBkYzQ3OTJjNDJi%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%2234c060f3-59c8-40fe-8084-8b885551b117%22%7d
Question Submission Deadline	May 2, 2023, 2:00pm
Proposal Submission Deadline	May 10, 2023, 2:00pm

C. SCOPE OF WORK

C.1. Scope Summary

The Contract shall be on an “as needed, if needed” basis. There is no guarantee as to the amount of products and/or services purchased under any resulting Contract. The Contractor(s) shall provide Audio Visual Products and Related Services under this Contract which may include, but not limited to:

- Actual manufacturer’s products and/or services and all labor, materials, transportation, equipment and other necessities for the installation, integration, and implementation, including engineering analysis, design and configuration of the manufacturer’s product and/or service.
- Software and/or hardware maintenance of the manufacturer’s product or service.
- Ancillary services in conjunction with the implementation, or extension of a manufacturer’s product.

C.2. Products

The following list of items are examples of AV equipment and related accessories that should be considered including, but not limited to:

- Displays
- LED walls
- Control panel
- Microphones
- Speakers
- Video conferencing kits
- Projectors
- Wireless presentation devices
- Presentation connection points
- Power and cabling
- Room reservation panels
- Phone integration (using City provided phone systems)
- Calendar / reservation system integration (e.g. MS Exchange/outlook)

C.3. Services

Services that may be contracted are categorized as follows and are including, but not limited to:

- Design – Contractor should clearly define and state what is specifically included in their Design service.

- Installation – It is assumed contractor will install all agreed upon components, including those purchased outside this contract, unless specifically stated otherwise.
- Optional - The City may want to contract real-time support for all AV technology from 7:00 AM - 7:00 PM Local Arizona time. Please include a description of your approach to providing this support including response times and any additional costs. On-site support is preferred.

C.4. Training

- User Training/Transfer of Knowledge: This training, focused on technical configuration and support of the equipment, will be completed by the Contractor after equipment installation at no additional cost.
- Meeting Facilitator Training: The contractor will train up to 40 city personnel on the use of the equipment.

C.5. Documentation

- In room instruction – Contractor will provide written instructions for how to use the equipment that can be mounted in each room. Instructional videos would be desired for advanced capabilities, but not required.
- Written manuals – Contractor will provide written material necessary for supporting training classes as listed above. This material must sufficiently cover the use and maintenance of the system.

C.6. Maintenance and Warranties

Contractor will perform work in accordance to manufacturer's recommendation to ensure proper operation of the equipment. This includes a minimum of two inspections a year and all defined preventative maintenance on AV equipment.

C.7. Escalated Support

Escalated Support- City will dedicate staff member(s) for day to day operational support of conference rooms. Contractor will provide an agreed upon rate and hours of availability for escalation in resolving technical issues, with terms renewable annually.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://procurement.opengov.com/portalucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation including all attachments listed in Section 11, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: <https://procurement.opengov.com/portalucson-az>.

NOTE: THE ENTIRE OFFER MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City's Business Services Department. Registration can be completed at <https://procurement.opengov.com/portalucson-az>.
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications and Experience
- C. Price Proposal

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SOLICITATION RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <https://secure.procurenow.com/portalucson-az>.

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Method of Approach Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as: A. Policies and programs detailing your efforts in these areas. B. Literature explaining your capabilities. C. Describe how services will be distributed to the City of Tucson and nationwide. D. Describe the types of customer service available to agencies that use this contract: 1. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? 2. How are problems resolved? 3. What response time is guaranteed when a customer service request is made? 4. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings? 5. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Submit additional information that will aid the City in evaluating your proposal. 6. What is the turnaround time for repairs? Describe the process. Are loaner products available? E. Describe the warranty period of products. Submit information on your warranty programs. Provide a detailed written response to each requirement describing how your offer will meet the General	N/A	N/A
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	Requirements of this solicitation for the City of Tucson and the national program (if applicable). F. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved. G. Describe how products will be distributed to the City of Tucson and nationwide. H. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices. I. Submit additional information that will aid the City in evaluating your proposal. If your firm is interested in being awarded the National AXIA cooperative contract, please respond to the additional questions below: A. AXIA: Provide a written response to the national program. B. Include a detailed response to Attachment F, Exhibit A, Section 3.0 through 3.3, Axia Cooperative Response for National Cooperative Contract. a. 1. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative. 2. The successful offeror will be required to sign (in Attachment F), Exhibit B, Axia Cooperative Administration Agreement. a. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the Axia		
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	Cooperative Administration Agreement. 3. The successful offeror will be required to complete (in Attachment F) Exhibit G – Federal Funds Certification. 4. Exhibit H (in Attachment F) – New Jersey Business Compliance is optional for those respondents who do public business in New Jersey.		
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2.	Qualifications & Experience A. Provide a brief history and description of your firm. B. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. C. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred. D. Provide a brief overview of business operations, with an emphasis on experience providing Audio and Video (AV) equipment (including accessories), and related AV services (e.g. design, installation, maintenance, integration, training), experienced AV personnel deployment, and personnel training. E. Date established; F. Ownership (public, partnership, subsidiary, etc.); G. Location in which the Offeror is incorporated; H. Office location(s) responsible for performance of proposed tasks; I. Offeror shall provide the number, size and location of their distribution facilities, warehouses and service facilities as applicable. J. Offeror's organizational chart relevant to this project, specifically identifying the key point of contact for all questions related to the submitted offer; K. Full disclosure of any potential conflict of interest (e.g. serving as a reseller of computer hardware, software or business relationships between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the project); L. Offeror may provide copies of any professional or industry	N/A	N/A
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	certifications that represent the services detailed in this RFP. M. References from past projects.		
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3.	Price Proposal A. Provide price proposal as requested on the Price Page attached herein labeled Attachment H. 1. Use the excel sheet to respond to the Price Page Catalog (Excel Sheet 1) with product offerings. 2. Vendors must provide a quote for Small Conference Room, Medium Conference Room, and Large Conference Room (Excel Sheets 2 through 4). B. NATIONAL RESPONSE: 1. For each item listed include a response on National Pricing. Offeror shall provide pricing based on a discount price list or catalog, or fixed price, or combination of both with indefinite quantities. a. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. b. Products and services proposed are to be priced separately with all ineligible items identified. 2. Offeror(s) should add additional columns in order to accommodate additional discounts. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies. 3. Describe the catalog or index that discounts will be taken. 4. Describe any special pricing available to Participating Agencies. 5. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.	N/A	N/A
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	6. Describe any products offered by Supplier that are not captured in the pricing matrix. 7. Describe how Supplier proposes to price those items. 8. Describe any shipping charges. 9. Provide pricing for warranties on all products and services. 10. Describe any additional discounts or rebates available. 11. Describe how customers verify they are receiving Contract pricing. 12. Describe payment methods offered. 13. Propose the frequency of updates to the Offeror's pricing structure. 14. Describe any proposed indices to guide price adjustments. While changes in individual pricing may change, the category discounts should not change over the term of the Contract. 15. Describe how future product introductions will be priced and align with Contract pricing proposed. 16. Provide any additional information relevant to this section. a. Not to Exceed Pricing. The City of Tucson requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.		
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G. SPECIAL TERMS AND CONDITIONS

G.1. ADDITIONAL PURCHASE

The City of Tucson reserves the right to purchase additional equipment under the same terms and conditions of this contract within the next twelve months, if funds permit.

G.2. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract. The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract until funds are made available for performance of this Contract.

G.3. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that is registered with Axia Cooperative or has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.tucsonprocurement.com/coop_partners.aspx and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see <http://www.mesaaz.gov/home/showdocument?id=23638> for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

G.4. CONFLICTS OF INTEREST

An Offeror responding to this solicitation acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council or any employee of the City has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to the Business Services Department. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation or TCC operations with any other City staff, Mayor & Council or staff of Mayor & Council.

The City reserves the right to disqualify an Offeror from further participation in the solicitation process in the event the City determines that Offeror has an actual or apparent conflict of interest with the purposes of this solicitation, or has violated this Conflict of Interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Offeror, or any agent or representative of Offeror, to any officer or employee of the City, including the Mayor and Council and their staff, for the purpose of securing a Contract that may be awarded pursuant to this solicitation, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of a Contract that may be awarded under this solicitation, the City, may, by one (1) calendar day provide written notice to Offeror, terminate the right of Offeror to proceed under this solicitation; provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction.

G.5. ENERGY STAR COMPLIANT

All products purchased by, or on behalf of, the City of Tucson shall be Energy Star compliant, when available. The Energy Star standard is available at www.energystar.gov. Potential energy star compliant products must have proof of meeting the Energy Star standard, to include but not limited to, having the Energy Star label on the delivered product. Proof consists of one of the following levels of verification listed in order from least to most valued; self-certification with random audits, independent third-party certification or independent third-party certification with onsite and random audits.

G.6. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.7. LIVING WAGE REQUIREMENTS

Contractor will comply with all applicable provisions of the City's Living Wage Ordinance (Article XIV of the Tucson Procurement Code). Contractor will, upon request, affirm in writing that Contractor is in compliance and will provide City with information and documentation demonstrating that compliance. The City's Living Wage ordinance can be found at the following link: https://tucsonprocurement.com/bidders_livingwage.aspx.

G.8. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.9. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) year, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional one-year periods or portions thereof.

G.10. TRAVEL EXPENSE ALLOWANCES

The City's allowance is limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Consultant is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Consultant shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. At travel destinations, the City will reimburse the Consultant for the use of airport limousines and taxis. No receipts are required for reimbursement of such expenses. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

The City will pay the actual cost of rooms including tax based upon the Federal Per Diem rates. Both the room rate and tax paid must be substantiated by a receipt that indicates payment has been made. All in-state travel will be reimbursed at the City's per diem rate. A complete list of the Federal GSA Per Diem rates are available at: <http://www.gsa.gov/portal/category/100120>.

For meals and miscellaneous expenses, the Consultant may choose to receive either (1) the Federal GSA per diem amount (a flat rate), or (2) a reimbursement for actual expenses. A higher dollar amount is allowed under the actual expense reimbursement option; however, receipts must be retained under this option. The Consultant is not required to keep receipts if the per diem option is chosen.

Only one method of reimbursement can be used for the entire trip (i.e., the Consultant cannot request a per diem amount for some days and actual expense reimbursement for other days).

Meals provided for by another agency or others will be subtracted, if the per diem allowance is elected. For days of arrival and departure, the per diem amount will be determined by adding the amounts below for each meal the Consultant eats at the travel destination. The FY12 meal per diem for Tucson, Arizona is as follows:

The Consultants who select the per diem option and spend less than the per diem amount are encouraged to request a reimbursement only for the amount actually spent. No receipts are required to receive actual reimbursement where the amount requested is less than or equal to the per diem amount.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. If the actual expense reimbursement option is chosen for out-of-state travel, receipts are required for miscellaneous expenses.

Long distance telephone charges are allowed for official calls, and are governed by the following: Calls for official City business other than to City offices shall be paid by the Consultant. The Consultant will be reimbursed upon submission of appropriate documentation relative to cost and purpose of the call, and with the approval of the City Representative for this contract. Calls other than City business shall not be made at City expense.

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 230149
Page 27 of 42
RESPONSIBLE CONTRACT OFFICER: Casey Adams
PH: (520) 837-4128

The above is pursuant to City policy: Administrative Directive 3.03-1, Travel Authorization and Expense Allowance.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

- A. Each Occurrence: \$1,000,000
- B. General Aggregate: \$2,000,000
- C. Products & Completed Operations Aggregate: \$2,000,000
- D. Personal and Advertising Injury: \$1,000,000
- E. Blanket Contractual Liability: \$1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

H.4. Worker's Compensation

Policy must have coverage limits no lower than:

- A. Per Occurrence: Statutory
- B. Employer's Liability: \$1,000,000
- C. Disease Each Employee: \$1,000,000
- D. Disease Policy Limit: \$1,000,000
- E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Professional Liability - Technology Errors & Omissions

Policy must have coverage limits no lower than:

- A. Each Claim: \$1,000,000
- B. General Aggregate: \$2,000,000

H.6. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.7. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.8. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.9. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.10. Verification of Coverage

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.11. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.12. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.13. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
- C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

- A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.
- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

- A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

☐ City of Tucson Business License

If yes on the above question please upload your business license.

J.3. Credit Card Payment

☐ Will payment be accepted via commercial credit card?

- ☐ Yes
- ☐ No

☐ If yes, can commercial payment(s) be made online?

- ☐ Yes
- ☐ No
- ☐ N/A

☐ Will a third party be processing the commercial credit card payment(s)?

- ☐ Yes
- ☐ No
- ☐ N/A

☐ If yes, indicate the percentage per transaction _____ (as allowable, per Section 5.12.2 of the MasterCard Transaction Processing Rules).

☐ If "no" to above, will consideration be given to accept the card?

- ☐ Yes
- ☐ No
- ☐ N/A

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 20____

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARTISAN SYSTEMS**

**EXHIBIT B
Scope of Work**

Products and services in the Cooperative Agreement may be purchased by the City on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARTISAN SYSTEMS**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation available is based on the current pricing and discounts as provided in the City of Tucson Contract No. 230149-01.

NOT TO EXCEED AMOUNT

The total amount of compensation that may be paid to Contractor for goods and/or services orderd must not exceed \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Products and services will be purchased on an as needed basis.