

STANDARD STATEWIDE CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called “State”), and Pro AV Systems, Inc., with a principal place of business in Chelmsford, MA, (hereinafter called “Contractor”). Contractor’s form of business organization is corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined in Section 3, below) to procure those products and/or services offered by Contractor that are identified herein, at or below the pricing established under this Agreement for such products and/or services. Contractor agrees to provide such products and/or services subject to all terms and conditions of this Agreement.

3. **Entities Authorized to Use This Agreement.** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”); and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (each an “Additional Purchaser”). State Purchasers and Additional Purchasers are generally referred to herein as a “Purchasing Entity” or “Purchasing Entities”. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser must make its own determination whether this Agreement is consistent with its procurement policies and regulations.

4. **Contract Term.** The period of Contractor’s performance shall begin on December 1, 2024 and end on November 30, 2026. The Contract Term may be renewed for Three additional one-year periods with mutual agreement between both parties.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: Kimberly Bishop

Phone: 978-692-5111

Email: kbishop@proavsi.com

b. For the State:

Name: Kevin Cooke, State Purchasing Agent

Phone: 802-249-7495

Email: kevin.cooke@vermont.gov

9. **Attachments.** This contract consists of 29 pages including the following attachments which are incorporated herein:

Attachment A - General Provisions of Contract

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 10/1/2024)

Attachment D - Other Provisions

Attachment E – Price Schedule

Attachment F – Federal Terms Supplement

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Statewide Contract
- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B
- (6) Attachment E
- (7) Attachment F

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Pro AV Systems, Inc.

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Wanda Miloni

Name: _____

Title: Commissioner – Buildings & General Services

Title: _____

ATTACHMENT A: GENERAL PROVISIONS OF CONTRACT

1. **Available Products & Services:** The following products and services are available for purchase under this Contract:

Category 1: Interactive Whiteboards & Touchscreens (SmartBoards, other brands of interactive white boards, Touch screen LCD and LED displays.)
Category 2: Presentation Systems Multimedia Projectors (PA systems, Speakers, Projectors, Screens)
Category 3: Televisions (LCD, LED, PLASMA, televisions and displays.)
Category 4: Media Accessories (AV cables, Carts, Brackets, Stands, Media Players.)
Category 5: Services

*Services may include warranty services, labor, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a Product supplied under this Contract.

2. **Restricted/Disallowed Products and Services.**

- a. Contractor is prohibited from leasing to State Purchasers under this Agreement. Any breach of this prohibition shall be grounds for termination of this Agreement by the State and the immediate cancellation of any applicable purchases. This restriction is not applicable to Additional Purchasers.
- b. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- c. Regulation of Hydrofluorocarbons. Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

3. **General Requirements:**

- a. INTEGRATION – Contractor shall guarantee proper network operation and interoperability with existing State network standards as specified by ADS.
- b. ON GOING SUPPORT – Contractor shall ensure proper operation of hardware and software and provide support for all components as part of the turnkey solution for the term of the contract including helpdesk and onsite maintenance.
- c. Quotes may include value added options; however, all value added options shall be directly related to the scope of the Contract. The State reserves the right to include or exclude any proposed value added options in the final Purchase Order.
- d. Contractor shall identify the contract number on all quotes.
- e. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Contractor shall follow practices consistent with generally accepted professional and technical standards. The Contractor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the

- technology and security standards and policies promulgated by the Agency of Digital Services (ADS) If any service, product or deliverable furnished pursuant to this Agreement does not conform to ADS standards, the Contractor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to ADS standards. The Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Vermont caused by the Contractor's failure to ensure compliance with ADS standards.
- f. The service provider shall maintain a Workbook containing an inventory of existing services in addition to open sale orders. The Workbook will be reviewed periodically on a schedule set by Purchasing Entity and Contractor, without limitation, the Monthly Recurring Charges, Non-Recurring Charges, Location and Quantity.
4. **Installation of Equipment:** Contractor shall provide and install Interactive Smartboard/Touch Screen Equipment turnkey solutions (AV category) and or supplemental Projector & TV equipment and services For Basic On-site Turn Key installation, Contractor shall:
- a. Supply as part of the deliverable all essential components of a completely functional system as defined in the Purchase Order. Essential components may include, but are not limited to, hardware, building wiring, portable carts "if applicable", cables, cable management devices, mounting brackets, racks and software provided by the contractor.
 - b. Install, assemble, and configure all components (connection cables, securing cables, mounting hardware, brackets, etc.) for proper operations.
 - c. Perform power-up, initial system configuration, system diagnostics and confirm system equipment is functioning properly.
 - d. Provide technical point of contact an overview (orientation) of the system and its operation
 - e. Dress (tie-wrap) all cables and arrange equipment to appropriate or designated areas
 - f. Clean room and all installed equipment to restore room to its original condition
 - g. Coordinate end user / system administrator training schedule
 - h. Supply the purchaser with all serial and model numbers as well as IP addresses "if applicable"
 - i. After installation, contractor shall initiate all applicable warranties, as well as paperwork relative to invoicing.
 - j. Provide all backboards, connector blocks, patch cords, connector cables and any additional equipment. All equipment and accessory materials must be new with no refurbished, reconditioned, used or previously installed materials permitted unless expressly agreed to in advance by the State.
 - k. All cable used in this installation shall conform to National Electric Code Articles 800 and 725 for use in telephone systems and interconnecting cable runs as modified by the latest version of local electrical codes. Proper fire-stop restorations shall be made to all structural penetrations as specified in the NEC, UL and local fire codes.
 - l. Installation shall be conducted to ensure a minimum of interruption to the purchaser. All work shall be performed Monday through Friday during normal working hours (7:45am-5:00pm local time) unless an occasion may arise which would require work to be performed after normal working hours or on Saturday, Sunday or Holidays.
 - m. For Installations that require additional cabling runs, jack installation beyond the basic turnkey installation the contractor shall include the hours or labor and cost of parts in the quote.
5. **Maintenance & Support:** A primary consideration for system selection will be the vendor's ability to provide maintenance, service and support. This section establishes the minimum requirements of the Maintenance Agreement.

- a. Contractor shall supply a rate card if requested, listing annual maintenance cost for the installed audio and video systems for the post-warranty year of installation. These costs are to be listed for Helpdesk, next day parts shipment, or onsite maintenance services. Contractor shall be very specific as to what is covered and what time and material costs are. Maintenance costs are to be itemized in a separate section.
 - b. Contractor shall guarantee response time of within four (4) hours for emergency service as required by the owner agency. That service may be delivered via remote diagnostics with onsite response if the problems cannot be corrected remotely. Regular service shall be guaranteed by the close of business the following business day if identified by 2:00PM EST. It is mandatory to have a toll-free dial-up telephone support service with remote diagnostic troubleshooting capabilities. The Contractor shall provide help desk services and remote diagnostics to the State of Vermont on purchases made from this contract. Problem determination, tracking, reporting and follow-up with callers shall be provided. The Contractor shall provide help desk and remote diagnostics for existing systems. Maintenance escalation procedures shall be defined if response times are not met. Contractor shall list maintenance response times for onsite 4-hour emergency or next day and Helpdesk 1 hour.
 - c. The Contractor's help desk services and remote diagnostics shall be available, at a minimum, Monday through Friday, 7:45 a.m. to 5:00 p.m. EST. The Contractor shall provide an answering service, pager, or voice mail system to receive incoming calls during hours that helpdesk is not attended.
 - d. The Contractor agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the Contractor has given or offered to any customer for such supplies or services.
 - e. The Contractor's enhanced warranty shall include full parts replacement, including all onsite labor and shipping costs. Defective material shall be returned to the Contractor for repair or replacement and returned to the installation site at no cost to the purchaser. In stock replacement parts shall ship within 48 hours.
 - f. Extended warranties shall be fully explained in writing.
 - g. In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond "end-of-life" or EOL, within 90 days of the EOL and complete the EOL system's upgrade within 90 days of the approved plan.
6. **Reporting:** Contractor shall submit quarterly reports electronically detailing the purchasing of all items under this Contract. The reports shall be submitted and sent as an attachment to SOV.ThePathForward@Vermont.gov . Reports shall contain accurate descriptions of the products, goods or services procured, purchaser information, quantities procured and prices paid. This report shall include all sales under this Contract. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

Quarterly reports must be submitted in accordance with the following schedule:

Reporting Period	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

7. **Primary Contacts:** The primary contact individuals for this this Contract are as follows (or their named successors):
- a. Kimberly Bishop – President – Phone 978-692-5111 – kbishop@proavsi.com
 - b. John Missale - Sales Account Manager – Sales Support – John Missale – jmissale@proavsi.com
 - c. Kelly Kuznik – Project Coordinator – Quotes and Installation Scheduling – kelly@proavsi.com
 - d. Estaffany Esparza – Accounting Manager – Invoicing and A/R – ap@proavsi.com
 - e. Richard Langus – Operations Manager – Head of the Installation Team – rlangis@proavsi.com
 - f. Sue Englehard – Service Manager – warranty/out of warranty service – service@proavsi.com

The Parties will keep and maintain current at all times a primary point of contact for administration of this Contract.

8. **Requirements for Ordering.**

- a. Each order placed under this Agreement (“Order” or “Purchase Order”) shall be considered a sale between the Purchasing Entity and the Contractor and shall be deemed to incorporate all the terms and conditions of this Agreement. Nothing contained in any Order made under this Agreement shall amend or vary the terms of this Agreement. Additional terms which do not conflict with the terms of this Agreement may be included in an Order, if mutually agreed upon by the Contractor and the Purchasing Entity.
 - b. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period up to ninety days thereafter.
 - c. Orders placed under this Agreement must be in writing and, at a minimum, shall specify:
 - i. The product(s) being delivered (if applicable) and the place and time of delivery;
 - ii. The service(s) required (if applicable) and the place and time period for performance;
 - iii. The Purchasing Entity’s billing address;
 - iv. The Purchasing Entity’s billing email address;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement; A maximum amount payable by the Purchasing Entity under the order;
 - vi. A unique identifier for the order; and
 - vii. The State of Vermont Statewide Purchasing Agreement Number.
 - viii. The Product/Service Documents applicable to the product or service being ordered.
 - d. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.
9. **Method of Ordering for State Purchasers:** State Purchasers must solicit Quotes from vendor before making any purchases under this Contract. If quote exceeds \$25,000.00 then Purchasers must obtain Quotes from two other vendors on retainer. Written Purchase Orders, including electronic orders, must be used to order items available under this Contract. Verbal orders shall not be accepted by Contractor.
10. **Delivery:** Liability for product delivery remains with the Contractor until the product is properly delivered and accepted. Contractor shall ensure that shipments are securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, such containers will become the property of the State unless otherwise stated. Delivered goods that either do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by Contractor.

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor’s published specifications (a.k.a. “Specifications”). No payment shall be made for any

Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable if accepting testing and corresponding terms have been mutually agreed by both parties in writing.

11. **Quality:** All products provided by Contractor under this contract will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the State. All products provided by Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to Contractor for credit at no charge to the State.
12. **State of Vermont - Federal Terms Supplement (Non-Construction).** When specified in an Order made by a State Purchaser, the terms and conditions set forth in "STATE OF VERMONT-FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds" shall be incorporated by reference into the Order and shall apply to the Order as if specifically set forth in the Order. A copy of this document is attached hereto as Attachment F.
13. **Pro AV Systems extended warranties:** Pro AV Systems will provide all available standard manufacturing warranties to the State of VT for all products purchased. Pro AV Systems will also offer extended warranties for labor at an additional cost. This extended labor warranty is called "PROCARE" and will be detailed on each quotation that is submitted by Pro AV Systems under this contract. In addition, Pro AV Systems will provide a quote on any part where the Manufacturer offers extended warranties.

Extended Warranty Coverage: To provide comprehensive coverage, Pro AV Systems offers extended warranty packages on all installed systems at an additional charge. All warranties do not cover misuse or abuse of the system components or issues caused by owner furnished equipment and interconnected systems provided by others. Interconnected systems include but are not limited to building network infrastructure, telephony (VOiP servers), fire alarms, paging, lighting, security, electrical systems and software. In the event that any of these systems are found to negatively effect the AV system performance, Pro AV Systems shall charge standard service rates on a time and materials basis (minimum 2 hours).

Extended Warranty Package - Pro Care - This warranty covers any and all defects or issues that your system could incur under normal use during the stated warranty period. This includes but is not limited to programming defects, hardware failures, workmanship, warranty processing and exchanges, and any labor required to restore the system to operational order. Hardware warranty replacements are based upon standard manufacturer warranties and replacement policies. Standard ground shipping is included. Standard response times apply.

14. **No effect of Click-Through or Other Additional Terms and Conditions.** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any product or service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the product or service, this Agreement, or the applicable order for the product or service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar document, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment obligations shall be solely between the Purchasing Entity and the contractor.
3. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
4. Retainage may be specified in an order in an amount mutually agreeable to the parties.
5. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
6. Invoices shall be sent to the address identified on the Purchasing Entity's order and must specify:
 - a. The address to which payments will be sent;
 - b. The State of Vermont Statewide Purchasing Agreement Number; and
 - c. The unique identifier for the order against which the invoice is being submitted.
7. Reimbursement of expenses is not authorized. All rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
8. Unopened products can be returned with no restocking fee up to 30 days from the date of receipt.
9. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.
10. Pricing, including discounts, for products and/or services available under this Agreement is set forth in Attachment E. Purchasing Entities may solicit the Contractor for deeper discounts than the minimum contract pricing established under this Agreement (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 01/12/2024)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

1.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State’s obligations with respect to Confidential Information, authorize others to do the same on the State’s behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State. If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party’s possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with the performance of this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this

information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all

applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the

foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

5. REMEDIES FOR DEFAULT. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

6. TERMINATION

6.1. Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

6.2. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

7. DESTRUCTION OF STATE DATA. At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

8. **SOV Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

ATTACHMENT E
PRICE Schedule - Pro AV Systems, Inc.
RFP - AV Equipment & Services
Date: 5/28/2024

Education/Government Pricing		
Manufacturer	Product	Discount
Category 1 - Interactive Whiteboards & Touchscreens		
ClearTouch	Interactive Display	25%
ELO-Touch	Touchscreens	10%
Promethean	Interactive Display	25%
Category 2 - Presentation Systems Multimedia Projectors		
Barco	Projectors	20%
Christie	Projectors	17%
Da-Lite	Projection Screens	20%
Digital Projection	Projectors	15%
Draper	Projection Screens	20%
Epson	Interactive Projectors	20%
Epson	Projectors	12%
NEC Display Solutions	Projectors	15%
Optoma	Projectors	15%
Christie	Projector Lenses	10%
Epson	Projector Lenses	8%
Panasonic	Projector Lenses	10%
Sony	Projector Lenses	10%
Panasonic	Projectors	15%
Sony	Projectors	26%
Stewart Filmscreen	Projection Screens	15%
Vivitek	Projectors	15%
Category 3 - Televisions		
Absen	Displays	19%
Aerva	Digital Signage	15%
Barco	Displays	30%
Brightsign	Digital Signage	10%
Interactive Mounts	Displays	34%
LG Electronics	Displays	15%
Maxhub	Displays	15%
NEC Display Solutions	Displays	15%
Panasonic	Displays	15%
Philips	Displays	15%
Planar	Displays	15%
Planar	Displays	15%

Samsung Electronics	Displays	20%
Samsung Electronics	Digital Signage	20%
Sharp Electronics	Displays	15%
Sony	Displays	26%
SunBriteTV	Outdoor Displays	5%
Spinetix	Digital Signage	15%
Category 4 - Media Accessories		
A) Media Carts & Boards		
Balt	Markerboards	30%
Clear Touch Interactive, Inc.	Accessories	15%
Ergotron	Accessories	10%
MooreCo, Inc	Markerboards	30%
Platinum Visual Systems	Markerboards	30%
Chief	Display Carts	30%
Clartouch	Display Carts	25%
Ergotron	Display Carts	10%
Promethean	Display Carts	25%
B) Wall Mounts, Brackets, & Furniture		
Audio Visual Furniture (AVFI)	AV Furniture	18%
Bretford	AV Furniture	25%
Calzone Case LTD	AV Furniture	10%
Crestron Electronics	AV Accessories	36%
Exact Furniture	AV Furniture	25%
Extron	AV Accessories	40%
Gator Cases	AV Furniture	15%
HSA Rolltops	AV Furniture (Custom)	5%
Jelco	AV Cases	10%
Lowell Manufacturing	AV Racks	25%
Luxor	AV Furniture	10%
Middle Atlantic	AV Racks	35%
Miller's Presentation Furniture	AV Furniture (Custom)	15%
Pelican	AV Cases	15%
Salamander Designs	AV Furniture	10%
SKB	AV Cases	10%
Spectrum Industries, Inc.	AV Furniture	25%
Winsted	AV Furniture	5%
Chief	Mounting Products	30%
Conen	Mounting Products	15%
Ergotron	Mounting Products	10%
FSR	Mounting Products	20%
Heckler	Mounting Products	10%
Interactive Mounts	Mounting Accessories	15%
iPort	iPad Mounts	10%
Omnimount	Mounting Products	10%
Peerless-AV	Mounting Products	25%

Premier Mounts	Mounting Products	30%
RP Visual Solutions	Mounting Products (Custom)	5%
Tryten	Mounting Products	10%
Whirlwind	Custom Plates	5%
C) Cables & Cable Management		
Belden	Cabling	15%
C2G-Cables To Go	Cabling	25%
Canare	Cabling	20%
Comprehensive Cables	Cabling	20%
Covid	Cabling	25%
Hosa Technology	Cabling	30%
Laird	Cabling	10%
Liberty AV Solutions	Cabling	25%
West Penn Wire	Cabling	5%
Windy City Wire	Cabling	5%
D) Power strips and extension cords		
Hellermann Tyton	Power Accessories	20%
Panduit Corp	Power Accessories	10%
Raritan Inc.	Power Accessories	5%
Surgex Pro	Power Accessories	15%
Tripp-Lite	Power Accessories	20%
Xtreme Power Conversion	Power Accessories	5%
E) Audio Components, Speakers		
AKG	Microphones	20%
Alesis	Audio Products	20%
Allen & Heath	Audio Mixers	22%
Anchor Audio	Speakers	25%
Ashly	Audio Mixers	18%
Ape Rigging	Audio Rigging	10%
Atlas Sound/Mitek	Audio Products	27%
Attero Tech (QSC)	Audio Products	25%
Audio Technica	Microphones	18%
Audix	Microphones	18%
Beyerdynamic	Microphones	10%
Biamp Systems	Audio Products	20%
Bogen	Audio Products	30%
BOSE Professional	Speakers	30%
BOSE Professional	Amplifiers	30%
BSS Audio	Audio Products	25%
Cambridge Sound Management (Biamp)	Sound Masking	25%
Clear-Com	Intercom Products	20%
Clock Audio	Microphones	25%

Community Professional Loudspeakers (Biamp)	Speakers	15%
Countryman	Microphone Accessories	10%
Crown Audio	Amplifiers	28%
Danley Sound Labs	Speakers	20%
DBX Pro	Audio Products	25%
Denon Professional	AV Products	20%
Earthworks	Microphones	25%
EAW-Eastern Acoustic Works	Speakers	25%
Electrovoice	Speakers	25%
Focusrite	Audio Products	10%
Fulcrum Acoustics	Speakers	20%
Furman	Power Accessories	25%
Innovox	Audio Products	20%
JBL Professional	Speakers	25%
JBL Professional	Audio Products	25%
Lab Gruppen	Audio Amplifiers	25%
Leon Speakers	Speakers	15%
Lightspeed Technologies, Inc.	Assisted Listening Products	22%
Listen	Assisted Listening Products	20%
Mackie	Audio Mixers	20%
Martin Audio	Audio Products	5%
Midas	Audio Mixers	5%
Mipro	Microphones	15%
Phoenix Audio Technologies	Audio Products	5%
Point Source Audio	Microphones	15%
Powersoft US	Audio Amplifiers	25%
Presonus	Audio Mixers	20%
ProCo Sound	Audio Accessories	20%
QSC	Audio Products	20%
RDL	Audio Accessories	20%
Renkus-Heinz	Speakers	20%
Revolabs (Yamaha)	Microphones	20%
Roemtech	Amplifiers	20%
Roland Professional A/V	Audio Mixers	10%
Rolls	AV Mixer	5%
Sennheiser	Microphones	15%
Shure	Microphones	25%
Sonance	Speakers	15%
Sound Control Tech	Audio Accessories	10%
Soundcraft	Audio Mixers	25%
SoundTube Entertainment	Speakers	20%
Stewart Audio	Speakers	10%
Bittree	Audio Accessories	15%
Jabra	Audio Accessories	5%
K & M	Microphone Stands	10%
Nureva	Audio Products	5%

On Stage	Microphone Stands	10%
Samson Technologies	Microphones	10%
Switchcraft	Audio Accessories	18%
Symetrix	Audio Products	20%
Tannoy	Speakers	20%
Tascam	Audio Products	20%
Teach Logic	Assisted Listening Products	10%
TELEX	Assisted Listening Products	10%
TOA	Audio Products	20%
TurboSound	Speakers	10%
Williams Sound, LLC (now Williams AV)	Assisted Listening Products	20%
YAMAHA	Audio Mixers	5%
F) Remote controls		
Crestron Electronics	AV Accessories	36%
Extron	AV Accessories	40%
G) Video Signal Accessories & Wireless Presentation		
Airtame	Wireless Presentation	1%
AMX	AV Products	35%
Atlona	Video Products	18%
Atomos	Signal Converters	10%
Barco	Wireless Presentation	20%
Crestron Electronics	AV Products	36%
DigitaLinx	AV Products	20%
Hall Research (Hall Technologies)	Video Products	15%
Kramer Electronics	AV Products	20%
Mersive Technologies	Wireless Presentation	20%
Sound Control Tech	Video Accessories	10%
Vivitek	Wireless Presentation	15%
WePresent (Barco)	Wireless Presentation	15%

H) Cameras & Broadcast Accessories		
1Beyond	Steaming and Recording	5%
AJA Video Systems	Signal Converters	5%
Aten	Broadcast Products	18%
AVerMedia	Document Cameras	10%
Axis	Cameras	5%
Birddog	Signal Converters	10%
Black Box	Video Accessories	5%
Blackmagic Design	Broadcast Products	5%
Broadcast Pix	Broadcast Products	8%
Contemporary Research	Video Products	10%
DataVideo	Broadcast Products	10%
Discover Video	IPTV Products	10%

Elmo	Document Cameras	25%
Haivision	IPTV Products	7%
Hovercam	Visual Presentation Products	5%
Huddly	Cameras	10%
Ikan	Broadcast Products	10%
Lumens	Document Cameras	35%
Lumens	PTZ Cameras	25%
Marshall Electronics, Inc.	Cameras	18%
New Tek	Broadcast Products	5%
PTZOptics	Cameras	5%
RGB Spectrum	Video Products	20%
SAFARI Montage	IPTV Products	10%
Totevision	Broadcast Products	20%
TV One	Broadcast Products	15%
Vaddio	Cameras	20%
WolfVision	Document Cameras	15%
ZeeVee	IPTV Products	5%

Labor

Service	Rate
Technician Level 1	\$140
Technician Level 2	\$160
Service Technician Level 1	\$170
Project Manager	\$155.00
Designer	\$180
Draftsman	\$130
Programmer	\$200.00
Remote Training	\$150.00
Training Specialist	\$200.00
Rack Fabricator	\$120.00
Emergency service Technician (on site within 48 business hours M-F 8-5)	\$255
Travel Time	\$100

Labor

Service	Rate
Technician Level 1	\$140
Technician Level 2	\$160
Service Technician Level 1	\$170
Project Manager	\$155.00
Designer	\$180
Draftsman	\$130
Programmer	\$200.00
Remote Training	\$150.00
Training Specialist	\$200.00
Rack Fabricator	\$120.00

Emergency service Technician (on site within 48 business hours M-F 8-5)	\$255
Travel Time	\$100

ATTACHMENT F

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *May 24, 2024*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT- this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

- (a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

SUSPENSION AND DEBARMENT - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

BYRD ANTI-LOBBYING CERTIFICATION - Applicable to contracts over \$100,000.00- this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited

to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section

The following clauses are applicable when a contract utilizes State and Local Fiscal Recovery Funds (SLRF) funds, and must be passed down to subcontractors and grantees:

WHISTLEBLOWER PROTECTIONS

Contractor shall comply with 41. U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce.

FAIR EMPLOYMENT PRACTICES

Contractor must comply with 42 U.S.C. §2000d *et seq.*, and as enacted by 31 C.F.R. Part 22

FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE

Contractor must comply with comply the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the forgoing, and comply with all other federal statues, regulations, and executive orders, including generally applicable environmental laws and regulations

UNIFORM GUIDANCE

Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury’s guidance.

INCREASING SEATBELT USE

Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997)

REDUCING TEXTING WHILE DRIVING

Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009).