

MASTER CONTRACT

No. 03418

AUDIO-VISUAL SOLUTIONS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

CONTINUANT, INC.

Dated April 1, 2019

MASTER CONTRACT

No. 03418

AUDIO-VISUAL SOLUTIONS

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Continuant, Inc., a Washington corporation ("Contractor") (collectively the "Parties"), and is dated and effective as of April 1, 2019.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Request for Proposals No. 03418 dated December 7, 2018 regarding Audio-Visual Solutions.
- C. Enterprise Services evaluated all responses to the Request for Proposals and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is six (6) years. The six (6) year term shall commence April 1, 2019 and end on March 31, 2025.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - (a) Washington state agencies, departments, offices, divisions, boards, and commission; and
 - (b) Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. **MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- (a) Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- (b) Federal governmental agencies or entities;
- (c) Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- (d) Federally-recognized Indian Tribes located in the State of Washington.

The Master Contract also will be available for use by the Oregon Cooperative Purchasing Program (ORCPP).

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell Audio-Visual hardware, accessories or required peripherals (“Equipment”) and services, including maintenance, installation, audio-visual system management, and design for the prices set forth in *Exhibit B – Price and Qualifications*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods or services beyond those set forth in this Master Contract.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the Parties, Enterprise Services reserves the right to modify the Equipment and services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. **ECONOMIC ADJUSTMENT.** Beginning thirty six (36) months after the effective date of this Master Contract Exhibit B labor rates not covered under Washington State Department of Labor & Industries prevailing wage as defined in section 6 of the Master Contract shall annually be adjusted, based upon the yearly percent change (whether up or down) in the Employment and Wages from Occupational Employment Statistics (OES) survey for Audio and Video Equipment Technicians (SOC code 274011) Washington state area hourly mean wage.

All calculations for the index shall be based upon the latest version of data published as of March 1 each year. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract (e.g. volume discount), Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Price and Qualifications* (subject to economic adjustment as set forth herein).
- 3.5. **PUBLIC WORKS.** This Master Contract is not a “Public Works” contract and will not meet the relevant statutory requirements for “Public Works” projects.
- 3.6. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers. This

information may be accessible by the general public via Enterprise Services website or disclosed as part of a public information request.

4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.3. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.4. **QUALITY OF EQUIPMENT OR SERVICES.** Contractor represents and warrants that any Equipment and services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that those goods or any services provided shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the Parties under this warranty are in addition to any other rights and remedies of the Parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.5. **EQUIPMENT WARRANTIES.** Contractor represents and warrants that all Equipment and services with an active warranty purchased or provided under this Contract shall be governed under the Contractor warranty policy terms included in *Exhibit C – Warranty Terms*.
- 4.6. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued

by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

- 4.7. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Equipment and services or suggesting that such Equipment and services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. CONTRACTOR RESPONSIBILITIES.

- 5.1. SERVICE AND MAINTENANCE SUPPORT. All warranty or maintenance services to be performed on any Equipment or software purchased under the Contract shall be performed by manufacturer certified technicians properly trained and/or authorized to perform such services.

- 5.2. PHYSICAL BASE OF OPERATIONS. Contractor shall maintain physical bases of operations in Eastern Washington Region and Southern Washington and Oregon Region. A P.O. Box alone within these Regions is not sufficient physical base of operations. If Contractor does not have physical bases of operations in these Regions, Contractor shall open physical bases of operations in these Region within 180 days of the Effective Date of the Contract.

- 5.3. LOANER EQUIPMENT. Loaner Equipment will be provided at no charge during any repairs required by Equipment or hardware purchased under the contract during the first year of use and during any extended warranty period, unless Customer declines the use of loaner Equipment.

Loaner Equipment does not have to be the same model, but must perform the same functions as the Equipment being repaired. The Contractor shall be responsible for any shipping and delivery charges associated with providing Equipment loaners.

- 5.4. EXCESSIVE SERVICE AND DOWNTIME. Equipment that develops a trend of requiring an excessive number of service calls or repairs shall be reported by the Purchaser to the Contractor.

Purchaser shall have the option to have individual Equipment items replaced at no additional cost if more than three (3) warranty service calls occur within six (6) months of delivery date of new or replaced equipment. Replaced equipment will be new and shall meet all applicable manufacturer specifications.

6. PREVAILING WAGE.

- 6.1. PREVAILING WAGE COMPLIANCE. This Contract is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

- 6.2. WAGE RATES. Contractor, or any other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The

applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

- 6.3. STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.
- 6.4. INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
- 6.5. AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
- 6.6. LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
- 6.7. PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.

7. SECURITY.

- 7.1. SECURITY COMPLIANCE. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards that comply with applicable industry standards and guidelines.

Contractor shall materially comply with Washington Office of the Chief Information Officer (OCIO) statewide information technology policies *141.10 – Securing Information Technology Assets Standards* and *188 - Accessibility*, as applicable, for Purchaser and for Contractor's products implemented by Purchaser. Such policies are located on the OCIO website at: <https://ocio.wa.gov/policies>.

- 7.2. DATA OWNERSHIP. Purchaser's data collected, used, processed, stored, or generate as the result of the use of the services ("Data") is and shall remain the sole and exclusive property of the Purchaser and all right, title, and interest in the same is reserved by the Purchaser. Contractor shall: (a) keep and maintain Data in strict confidence and as further described in this Master Contract and applicable laws to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Data solely and exclusively for the purpose of providing the services under this Master Contract; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes or for the benefit of anyone other than the Purchaser without Purchaser's prior written consent.

7.3. DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Purchaser's data by an unauthorized party ("Data Breach"), Contractor shall notify Purchaser by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:

- (a) The nature of the Data Breach;
- (b) The Data accessed, used or disclosed;
- (c) The person(s) who accessed, used, disclosed and/or received Data (if known);
- (d) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
- (e) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Equipment and services as needed to comply with terms and conditions of this Master Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Purchaser.

In the event of a Data Breach, Contractor agrees to comply with all applicable law, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected Parties, and be liable for all associated costs incurred, by Purchaser in responding to or recovering from the Data Breach.

8. USING THE MASTER CONTRACT – PURCHASES.

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Equipment and services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.

8.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Equipment and services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
- (b) Contractor shall ship all goods and services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor

shall bear all risk of loss, damage, or destruction of the goods and services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

8.3. RECEIPT AND INSPECTION OF GOODS AND SERVICES. Goods and services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and services or, at Purchaser's option, Purchaser may note any damage to the goods and services on the receiving report, decline acceptance, and deduct the cost of rejected goods and services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

8.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 03418
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 9.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

10. CONTRACT MANAGEMENT.

- 10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the Parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The Parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the Parties may specify in writing:

<p>Enterprise Services Attn: Neva Peckham Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-9411 Email: neva.peckham@des.wa.gov</p>	<p>Contractor Attn: Contracts Continuant, Inc. 5050 20th Street E. Tacoma, WA 98424 Tel: (800) 394-0308 Email: contracts@continuant.com</p>
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Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the Parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: Contracts
 Continuant, Inc.
 5050 20th Street E.
 Tacoma, WA 98424
 (800) 394-0308
 Email: contracts@continuant.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination, suspension, or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 11.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services, at its own expense, reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly

invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).
- 12.4. PUBLIC INFORMATION. This Master Contract, all related documents, and all records created as a result of the Master Contract, are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

13. INSURANCE.

- 13.1. INSURANCE OBLIGATION. During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, insurance coverage as detailed in Exhibit A – Insurance Requirements of this document.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its

immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents, in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15. DISPUTE RESOLUTION. The Parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the Parties cannot then agree on a resolution of the dispute, the Parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the Parties cannot agree, either party may resort to court to resolve the dispute.

16. SUSPENSION & TERMINATION; REMEDIES.

- 16.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 16.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;

- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the Parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

16.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for goods and services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the Parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and services that are complete (or with approval from Enterprise Services, substantially complete) and

Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. GENERAL PROVISIONS.

- 17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 17.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.6. NO AGENCY. The Parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 17.10. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 17.11. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the Parties, the Parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 17.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 17.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the Parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 17.16. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 17.17. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the

interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 17.18. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the Parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 17.19. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 17.20. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 17.21. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 17.22. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

CONTINUANT, INC.
A Washington corporation

By: 
Signature Authority

Its: Insert Title

*IT Procurement Supervisor
Kimberly Kirkland*

By: 
Signature Authority

Its: insert Title

Doug Graham, President

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - (a) **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - (b) **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.
 - (c) **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract.
 - (d) **CRIME INSURANCE/EMPLOYEE DISHONESTY/COMPUTER FRAUD.** Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverages for State of Washington and/or Purchaser-owned property in the care, custody, and control of Contractor. Coverage limits shall not be less than \$1,000,000.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in the general liability, policy required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Workers' Compensation, Professional Liability, and Commercial Automobile Liability, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall require all of its subcontractors to carry all required Workers' Compensation insurance and other adequate insurance coverage in accordance with Contractor's normal practices, *provided* that subcontractors' insurance shall include provisions for Waivers of Subrogation in favor of State of Washington and any Purchaser. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

EXHIBIT B, ATTACHMENT 8 – CONTINUANT AV VENDOR LIST

Competitive Solicitation No.:	03418
Bidder:	Continuant, Inc.

Continuant is a supplier of the following manufacturer's products:

A-Designs, Acclaim, Accu-Cable, Ace Backstage, Adamson, ADC, AEA, AFL Hyperscale, AJA, AKG, Allen & Heath, Allixo, Altman, American DJ, Amphenol, AMX, Analog Way, Antari, Antelope Audio, Anton Bauer, Apantac, API, Apple, Argosy, ArKaos, Ashly, Asus, Atlas Sound, Atlona, Atterotech, Audinate, Audio Technica, Audix, Auralex, Automatic Devices, Avid, Aviom, Avolites, B-Line, BAE, Barco, BC Cases, , Behringer, Belden, Biamp, Bittree, Black Box, Black Magic, Bosch, BSS, C2G, Cable Exchange, Calrad, Calzone Cases, Camplex, Canon, CBI, ChamSys, Chauvet, Chief, Christie, Chroma-Q, Cisco, Clear-Com, Clearsonic, Clockaudio, Cobalt, Coles, Commscope, Community, Corning, Crestron, Crown, D&B , Audiotechnik, Da-Lite, Dangerous Music, DB Technologies, DBX, Decimator Design, Denon, Digico, Digital Projection, Direct Out Technologies, DNF Controls, Doug Fleenor, DPA, Drawmer, Drum Workshop, Dynacord, Eastern Acoustic Works, Eiki, Elation, Electrovoice, Ensemble Designs, Epson
 ETC, Evans, Evertz, EWI, Exact Power, Extron, EZ, Fastenal, Fender, Flanders Scientific, Focal, Focusrite, FSR, Fujinon, Fulcrum Acoustic, Furman, Gator Cases, Gefen, Genelec, General Cable, Gepco, Gibraltar, Global Truss, Glyph, Grand MA, Grass Valley, Guitammer, Haivision, Hall Research, Hear Technologies, High End Systems, Hitachi, Hosa, HP, Hubbell, Icron, IDX, IEWC, Ikan, Ikegami, Illuminarc, IndiPRO, InFocus, Intellistage, Interactive Technologies, Jabra, Jands, JBL, JVC, K&M, KanexPro, Kelly SHU, Kemper, Kinesys, Klang Technologies, Klark Teknik, Kramer, KV2, L-Acoustic, Lab Gruppen, Leader, Levotin, Lexar, LG, Liberty Cable, Light Source, Lightronics, Listen Technologies, Littlite, Living As One, Look Solutions, Luminex, LynTec, M-Audio, Mackie, Maclocks, Malone Design Works, Manfrotto, Marantz, Marshall Electronics, Martin & Ziegler, Martin Audio, Martin Lighting, Matrox, Meyer, Microsoft, Midas, Middle Atlantic, Mogami, Mohawk, Motion Labs, Motu, Movo Photo, MTF Services, MultiDyne, myMix, NEC, NetGear, Neutrik, Neve, Newmar, NewTek, Nexo, Nigel B. Designs, Odyssey, Omnimount, Oppo, Pakedge, Panamax, Panasonic, Panduit, Peerless AV, Pelonis, Pioneer DJ, Planar, Platinum Tools, Polk Audio, Polycom, Premier Mounts, Presonus, Primacoustic, Pro Flex Staging, Proco, Production Intercom, QSC, QuikTron, R&R Cases, Radial, Rane, Rapco, RDL, Red Digital Cinema, Renewed Vision, Renkus-Heinz, Resolume, RF Venue, RME, Road Ready Cases, Rode, Roland, Rolls, Rosco, Rose Brand, Ross, Royer Labs, RPM Dynamics, Sabian, Sachtler, Samsung, Sapsis Rigging, Screen Innovations, Sennheiser, Shadow Hills, Sharp, Shure, Sierra Video, Sigma, SKB, Slate Pro Audio, Snyder Electronics, SonicWALL, Sonnet, Sony, Sound Devices, Soundcraft, Soundtube, SPL, SSL, Stagemaker, Steeldeck, Steinberg, Stewart Audio, Strand, Streambox, Studio Technologies, SurgeX Pro, SVSI, Switchcraft, Symetrix, Systimax, Tama, Tamron, Tannoy, Tascam, TC Electric, Tech21, TecNec, Tektronics, Telex, Teradek, Theatrinx, Toa, Triad, Triplite, TVLogic, TVone, Tyler Truss, Ubiquiti, Ultimate Support, Ultralink, Universal Audio, Varizoom, Viking Cases, Vinten, Vivitek, Vizio, VUE Audiotechnik, Waves, West Penn Wire, Whirlwind, Williams Sound, Winford ENG, Wiremold, Wooden Camera, Wowza, Yamaha, YCD Multimedia, Zacuto, Zeevee.

EXHIBITE - PRICE AND QUALIFICATIONS		Contract No. 0541B	Contractor: Continuant, Inc.
Physical address for Eastern WA Region:			
TBD			
Physical address for Southern WA & Oregon Region:			
9150 SW Pioneer Ct., Suite J Wilsonville, OR 97070			
Audio-Visual Service Rates			
<i>List all relevant rates as requested below. Rates should reflect a fully staff sufficient audio-visual installation or maintenance professional. Prices shall reflect contractor utilizing and undertaking full responsibility for their own equipment.</i>			
Audio-Visual Technician (Installation) - Small job - provide an hourly rate for smaller audio-visual jobs that may not require a full day of work.		Price (not to exceed)	\$185/per hour
Audio-Visual Technician (Installation) - Medium Jobs - provide an hourly rate for audio-visual work requiring a full day or multiple days.			\$185/per hour (minimum of 8 hours)
Audio-Visual Technician (Installation) - Large Jobs - provide an hourly rate for audio-visual work requiring a full week or multiple weeks.			\$150/per hour (minimum of 40 hours)
Electronic Technician			280% of Prevailing Wage Hourly Rate
Electrician			280% of Prevailing Wage Hourly Rate
Audio-Visual Design - Provide an hourly rate for expert level audio-visual system and room design.			\$185/per hour
Audio-Visual Consulting - provide an hourly rate for general AV consulting and expertise.			\$185/per hour
Audio-Visual Service Technician - Normal Business Hours 7:00AM - 5:00PM Mon-Fri (Non-Holiday) - Troubleshooting, service call (non-warranted equipment).			\$185/per hour
Audio-Visual Service Technician - After Hours - 5:00PM - 8:59PM Mon-Fri + Weekends - Troubleshooting, service call, repair (non-warranted equipment).			\$225/per hour
Travel Reimbursement			
<i>This section for information purposes only.</i>			
Remote Job Site Travel Costs - Includes costs arising out of dispatching audio-visual professionals 60+ miles from normal work locations. May include reasonable hotel, per diem, and transportation costs negotiated before work to begin to be eligible for reimbursement.		Price (not to exceed)	Reimbursed at cost - not to exceed GSA travel rates
Catalogue Equipment Pricing			
<i>Please list the brand(s) of equipment your company carries and your competitive bid as a percentage above Contractor cost that you would be able to offer for all equipment and supplies purchased of that brand. Enterprise Services reserves the right to audit Contractor cost at will. Add lines as necessary.</i>			
Continuant is supplier of 300+ brands. Please see Exhibit B, Attachment 8 below for the list of brands.		% Above Contractor Cost	18% above Contractor cost
Warranty Protections & Managed Audio-Visual Options			
<i>Industry warranty and service agreement options shall be considered on the merits. Customers prefer a five (5) year hardware and service warranty option covering all equipment installed through this Master Contract. Customer's would also like options for managed AV solutions where ongoing support is provided by bidder. Attach any relevant company service level agreements, or company workmanship guarantees.</i>			
Length of Warranty Protection Included with Purchase (if provided)		Written Response	3 to 5 Years. Please see Exhibit B, Attachment 7 - Design Scenario Managed Services Statement of Work Section (3.10.3)

Purchaseable Warranty Options	Extended warranty options are available up to 5 years at a rate of 10% of the equipments purchase price. Please see Exhibit B, Attachment 7 - Design Scenario Managed Services Statement of Work Section (3.10.3)
Managed AV Support	Please see Exhibit B, Attachment 7 - Design Scenario Managed Services Statement of Work

Qualifications, Certifications, and References	
	Written Answer
List any certifications or specialized training which makes your company best suited to perform audio-visual work.	<p>Crestion – DME Master Certified AMX – Certified Solutions Master Extron – Authorized Programmer Audinate - Dante Level 2 Blamp – Tesira Forte, Tesira Server BSS - HCAP-D, HCAP-P Infocomm - CTS-I, CTS-D OSC - QSYS Level 2 SVSI - HCNP-D, HCNP-C Cisco - CCNA CCDA, CCDP, CCNA, Sales Expert, WebEx Sales Expert Microsoft MCSE: Communications</p>
How many certified electrician installers does your company employ? (must have at least 1 to pass Stage 2)	6
Please disclose the cumulative years of experience your company Audio-Visual Manager(s)/Supervisor(s) have performing Audio-Visual work.	100+
Please attach the resumes(s) of your company Audio-Visual Solutions Installation Manager/Supervisor(s)	Please see Exhibit B, Attachment 9 - Manager/Supervisor Resumes
Please attach at least two (2) letters of reference from former customers (preferably government customers). These may be duplicates of any references provided in	Please see Exhibit B, Attachment 10 - Letters of Reference

EXHIBIT B, ATTACHMENT 8 – CONTINUANT AV VENDOR LIST

Competitive Solicitation No.:	03418
Bidder:	Continuant, Inc.

Continuant is a supplier of the following manufacturer's products:

A-Designs, Acclaim, Accu-Cable, Ace Backstage, Adamson, ADC, AEA, AFL Hyperscale, AJA, AKG, Allen & Heath, Allixo, Altman, American DJ, Amphenol, AMX, Analog Way, Antari, Antelope Audio, Anton Bauer, Apantac, API, Apple, Argosy, ArKaos, Ashly, Asus, Atlas Sound, Atlona, Atterotech, Audinate, Audio Technica, Audix, Auralex, Automatic Devices, Avid, Aviom, Avolites, B-Line, BAE, Barco, BC Cases, , Behringer, Belden, Biamp, Bittree, Black Box, Black Magic, Bosch, BSS, C2G, Cable Exchange, Calrad, Calzone Cases, Camplex, Canon, CBI, ChamSys, Chauvet, Chief, Christie, Chroma-Q, Cisco, Clear-Com, Clearsonic, Clockaudio, Cobalt, Coles, Commscope, Community, Corning, Crestron, Crown, D&B , Audiotechnik, Da-Lite, Dangerous Music, DB Technologies, DBX, Decimator Design, Denon, Digico, Digital Projection, Direct Out Technologies, DNF Controls, Doug Fleenor, DPA, Drawmer, Drum Workshop, Dynacord, Eastern Acoustic Works, Eiki, Elation, Electrovoice, Ensemble Designs, Epson
ETC, Evans, Evertz, EWI, Exact Power, Extron, EZ, Fastenal, Fender, Flanders Scientific, Focal, Focusrite, FSR, Fujinon, Fulcrum Acoustic, Furman, Gator Cases, Gefen, Genelec, General Cable, Gepco, Gibraltar, Global Truss, Glyph, Grand MA, Grass Valley, Guitammer, Haivision, Hall Research, Hear Technologies, High End Systems, Hitachi, Hosa, HP, Hubbell, Icron, IDX, IEWC, Ikan, Ikegami, Illuminarc, IndiPRO, InFocus, Intellistage, Interactive Technologies, Jabra, Jands, JBL, JVC, K&M, KanexPro, Kelly SHU, Kemper, Kinesys, Klang Technologies, Klark Teknik, Kramer, KV2, L-Acoustic, Lab Gruppen, Leader, Levotin, Lexar, LG, Liberty Cable, Light Source, Lightronics, Listen Technologies, Littlite, Living As One, Look Solutions, Luminex, LynTec, M-Audio, Mackie, Maclocks, Malone Design Works, Manfrotto, Marantz, Marshall Electronics, Martin & Ziegler, Martin Audio, Martin Lighting, Matrox, Meyer, Microsoft, Midas, Middle Atlantic, Mogami, Mohawk, Motion Labs, Motu, Movo Photo, MTF Services, MultiDyne, myMix, NEC, NetGear, Neutrik, Neve, Newmar, NewTek, Nexo, Nigel B. Designs, Odyssey, Omnimount, Oppo, Pakedge, Panamax, Panasonic, Panduit, Peerless AV, Pelonis, Pioneer DJ, Planar, Platinum Tools, Polk Audio, Polycom, Premier Mounts, Presonus, Primacoustic, Pro Flex Staging, Proco, Production Intercom, QSC, QuikTron, R&R Cases, Radial, Rane, Rapco, RDL, Red Digital Cinema, Renewed Vision, Renkus-Heinz, Resolume, RF Venue, RME, Road Ready Cases, Rode, Roland, Rolls, Rosco, Rose Brand, Ross, Royer Labs, RPM Dynamics, Sabian, Sachtler, Samsung, Sapsis Rigging, Screen Innovations, Sennheiser, Shadow Hills, Sharp, Shure, Sierra Video, Sigma, SKB, Slate Pro Audio, Snyder Electronics, SonicWALL, Sonnet, Sony, Sound Devices, Soundcraft, Soundtube, SPL, SSL, Stagemaker, Steeldeck, Steinberg, Stewart Audio, Strand, Streambox, Studio Technologies, SurgeX Pro, SVSI, Switchcraft, Symetrix, Systimax, Tama, Tamron, Tannoy, Tascam, TC Electric, Tech21, TecNec, Tektronics, Telex, Teradek, Theatrinx, Toa, Triad, Triplite, TVLogic, TVone, Tyler Truss, Ubiquiti, Ultimate Support, Ultralink, Universal Audio, Varizoom, Viking Cases, Vinten, Vivitek, Vizio, VUE Audiotechnik, Waves, West Penn Wire, Whirlwind, Williams Sound, Winford ENG, Wiremold, Wooden Camera, Wowza, Yamaha, YCD Multimedia, Zacuto, Zeevee.

AV Managed Services SOW

Continuant.

WA AV Master Contract ("CUSTOMER")

Continuant ("SUPPLIER")

5050 20th Street East
Tacoma, WA 98424
(800) 652-9920

Application Coverage	Maintenance and Managed Services	# of Locations
AV	Incident Management Event Management Change Management Problem Management Capacity Management Request Fulfillment Management Asset Management Service Level Management Preventative Maintenance	1
TOTAL MONTHLY PRICE:		\$219,63

Commencement Date:
Term:

TBD
72 Months

Commencement Date: TBD

I agree to the terms and conditions of this Agreement.

Customer Signature

Date

Customer Print Signature

Date

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Purpose

The purpose of this Statement of Work is to document the scope of tasks Continuant shall undertake and responsibilities that Continuant shall assume as part of its obligation to provide Continuant Managed Services (CMS) to the Customer and to document the allocation of responsibilities between the Parties with regard to certain operational processes.

1. Objectives

1.1. Objectives Overview

Continuant will provide incident management services to the State of Washington for programming and hardware on the covered equipment list. All coverage is for equipment as installed per the Continuant provided "as built" and does not apply to anything outside this defined environment. The Customer desires to use such services and products to achieve business goals and objectives. The Parties have entered into this SOW to support achievement of the Customer's objectives. The Objectives are as follows:

- Implement consistent services and processes governing the maintenance and management of the Customer's in-scope systems at the in-scope Sites.
- Optimize and enhance the Customer's in-scope systems and realize continuous improvement in technology and service levels.
- Provide year-over-year reductions in the count and duration of outages through a high-touch service delivery experience, utilizing highly efficient processes and tools consistent with leading industry standards.

1.2. Global Service Desk

The Continuant Global Service Desk will be the primary communication point for services. The Customer will have several ways of interacting with the Global Service Desk. Customer Service Desk activities shall include the following:

- Perform initial analysis, troubleshooting, and diagnostics for Event Management
- Provide proactive communication of service delivery
- Manage escalations to ensure timely and high-quality resolution
- Provide life-cycle management of all service requests and incidents
- Provide Technical Support for general advice and help on covered systems
- Document manufacturer hardware maintenance contracts, and coordinate activities for reporting, release management, or other Continuant services relying upon manufacturer contract information if purchased

1.3. Technical Support (TAC)

Continuant makes available to customers a dedicated team of engineers to provide across-the-board AV Technical Support (TAC). TAC is designed to provide technical support for the

customer when the customer has a question about their covered environment. Customer can access Continuant TAC when following the below guidelines and attributes:

- Command Instructions
- Terminology Definitions
- Programming/Configurational Vetting
- Does not require changes or programming
- Does not require onsite technical resources
- Does not require scheduled maintenance window
- Does not require discovery
- Can be completed in 15 minutes or less.

Continuant TAC will stop at 15 minutes. All work will be billed at current Time & Material rates that exceed 15 minutes. Continuant will advise the customer of the rates and obtain customer approval before providing any additional support.

2. Service Transition

2.1. Service Transition Overview

Service Transition is the period of time between Commencement and Service Operation. During Service Transition Continuant will enable and deploy Continuant Managed Services to the Customer. Continuant will assign a Project Manager responsible for Service Transition activities and deliverables. The Project Manager will work with the State of Washington to establish a mutually agreed upon Service Activation date, whereby Service Transition activities will be complete and Service Operation begins. Continuant will make every effort to provide services to Customer upon Commencement and during the Service Transition period; however, service level agreements as defined in this SOW will not apply until Service Activation.

2.2. Service Connectivity and Network Access

Continuant Management Services are delivered using a collection of secure network protocols and communication ports. Customer must allow the collection of data for Managed Components. Customer will:

- Provide Read and Write management access to Managed Components as defined by the SAK.
- Provide read management access for components that are monitored only.
- Implement access in a timely manner in accordance with the SAK, including: SNMP, syslog, and other defined protocols as necessary to support CMS.

2.3. Continuant Remote Access and Event Management

The Continuant owned Monitoring Platform will allow remote access and monitoring for all managed components supported by CMS.

The Monitoring Platform includes a suite of management applications that consists of all management software and hardware required for the delivery of CMS. The Monitoring Platform

is deployed on the Customer's network in a single configuration instance or multiple instance configurations depending on the number, type, and location of the managed components.

The Monitoring Platform is an integral part of CMS and is installed during Service Transition for the duration of the CMS term. During the CMS term, Customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the supplied Monitoring Platform. Customer must return any and all associated Monitoring Platform materials (devices and documentation) and connectivity devices to Continuant immediately upon expiration or termination of the CMS term.

Customer will use reasonable efforts to provide and maintain the Monitoring Platform in good working order. Customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with the Monitoring Platform. Should this occur as a result of Customer actions without first receiving written consent from Continuant, Customer will be responsible for reimbursing Continuant for the cost to repair any damage thereby caused to the equipment on Customer's premises. Under no circumstance will Continuant be held liable to the Customer or any other parties for the interruption of Service, missed Service Level Agreements (SLA), or for any other loss, cost, or damage that results from the improper use or maintenance of the Monitoring Platform.

Unless otherwise agreed upon, title to all Monitoring Platforms shall remain in the possession of Continuant. Continuant expects that, at the time of removal, the Monitoring Platform shall be in the same condition as when installed, except what normal wear and tear is expected. Customer shall reimburse Continuant for the depreciated costs of any Monitoring Platform whereby the condition of which is deemed beyond normal wear and tear.

Continuant, or its subcontractors, shall be allowed access to the Customer Premises (location occupied by Customer or Customer's end user) to the extent reasonably determined by Continuant for the inspection or emergency maintenance of Continuant-supplied Monitoring Platforms.

Any delay by the Customer with supporting these Remote Access requirements may result in time and material charges for Service Requests and Incident Management Services.

The Continuant Monitoring Platform security compliance documentation is available upon request.

2.4. Service Activation Kit ("SAK")

Continuant will send the State of Washington a Service Activation Kit, which provides key information critical to success for commencement of CMS Service Operation. Customer is responsible for filling out all applicable areas in the SAK. SAK will include:

- Customer representative contact name
- Location of the site(s) to be managed
- Location of managed applications
- Network connectivity detail for the Monitoring Platform
- Device location and naming scheme
 - Managed IP addresses and system detail, SNMP community strings
 - Telnet and password access
 - Definition of Customer-specific support policies
- Maintenance contract or software support contract information

Customer will complete tasks defined in the SAK to enable management access to managed systems which may include setting up SNMP traps, and system logs.

Customer will provide as-built documentation including detailed design, Network implementation plan(s), site survey(s), and bill of materials. Data and documentation will be obtained from Continuant or an applicable Continuant subcontractor(s) as necessary to facilitate proper service commencement.

**Any delay or error by the customer in providing this information could delay service transition.*

2.5. Monitoring Platform Installation

For those cases where the Monitoring Platform or other components of CMS service delivery reside on the Customer's Premises the Customer must provide an appropriate secure rack-mount location for the Monitoring Platform (or components) with suitable environmental conditions for network server operation.

Customer will also provide the following:

- Installation of the Monitoring Platform and network connectivity per Continuant-supplied guidelines.
- Communications facilities and services including internet and network configuration. The communication facilities and services must be maintained for the duration of the service term.
- A resource to support the installation activities of the Monitoring Platform, which may include:
 - Racking
 - Connection to Network
 - Power connection to UPS or other facility with continuous uninterrupted power
- Suitable commercial power, and an uninterruptible power system (UPS) or other acceptable power back-up facilities providing a minimum of 1kVA dedicated for the Monitoring Platform.

3. Managed Services

3.1. Incident Management Services Overview

Incident management, both onsite and remote, ensures that normal service operation is restored as quickly as possible and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout their lifecycles. Remote incident management activities may include remote diagnostics, troubleshooting, and remote support for onsite personnel. Remote Incident Management is provided 24/7 for all covered sites. Onsite Incident Management is not included in Continuant's standard Incident Management offering. Onsite Incident Management can be purchased as 8/5 or 24/7 coverage.

3.2. Remote Incident Management

Remote incident management is provided 24/7 and ensures that normal service operation is managed through remote connectivity. Priority 1 incidents will receive 24/7 coverage. Priority 2-

4 will receive 24/7 remote monitoring and will be logged and addressed at the start of normal business hours the following day. Activities may include:

- Resolve service disruptions and performance degradations on Managed Components.
- Manage incident escalations to ensure timely and high-quality resolution of all issues by monitoring time remaining to meet SLAs.
- Utilize Incident remediation procedures to collect any additional data required to diagnose and match to known errors in Continuant knowledge base.
- Remote labor to repair or replace a failed part or device and the subsequent testing to confirm correct operation of the device and its interface and operation with associated equipment, communication facilities and services.
- Remotely facilitate hardware replacement and software updates determined to be required by Continuant.
- Utilize and update Continuant's ITSM platform with relevant information relating to an Incident.
- Make an initial determination of the potential resolution.
- Resolve as many Incidents as possible during the Authorized User's initial contact with the Service Desk, without transferring the call or using any escalation.
- Resolve Incidents requiring Tier 1-3 Support and close the Incident after receiving confirmation from the affected Authorized User that the Incident has been resolved.
- Resolve Incidents arising from or related to the Services, including break/fix Hardware and Software support.
- Retain overall responsibility and ownership of all Incidents until the Incident is closed subject to Customer approval.
- Software support services – includes remote installation assistance and basic usability assistance on minor firmware, patches and bug fixes (all managed components must include Original Equipment Manufacturer (OEM) software support coverage when applicable). Software support services do not include the purchase of subscriptions that provide entitlement and rights to use future minor versions (point releases), future major releases of software, or patches.

3.3. 8/5 Onsite Support (Optional)

Continuant will provide 8/5 Onsite Support that ensures normal service operation is restored as quickly as possible and the business impact is minimized through dispatch of local technicians. Continuant is responsible for managing the lifecycle of all incidents. Activities may include 8/5 Dispatch of local technicians for diagnostics, troubleshooting and/or parts replacement (parts not included unless they are covered under Hardware Replacement Services). Customer ensures access to building during normal business hours.

3.4. 24/7 Onsite Incident Management (Optional)

Continuant will provide 24/7 Onsite Support that ensures normal service operation is restored as quickly as possible and the business impact is minimized through dispatch of local technicians. Continuant is responsible for managing the lifecycle of all incidents. Activities may include 24/7 Dispatch of local technicians for diagnostics, troubleshooting and/or parts replacement (parts

not included unless they are covered under Hardware Replacement Services). Customer ensures 24/7 access.

3.5. Incident Prioritization

3.5.1. Incident Prioritization Overview

Continuant classifies and prioritizes incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

3.5.2. Impact Definitions

An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident).

Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to degradation of a Service. Continuant will work with Customer to specify Impact for each Managed Component during Service Transition. There are four Impact levels:

- **Widespread** – Entire Network is affected (more than three quarters of individuals, sites or devices)
- **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices)
- **Localized** – Single site, room and/or multiple users are affected (between one-quarter and one-half of individuals, sites or devices)
- **Individualized** – A single user is affected (less than one-quarter of individuals, sites or devices)

3.5.3. Urgency Definition

Urgency defines the criticality of the Incident to Customer's business. Continuant will work with Customer to understand and set the proper Urgency level. There are four Urgency levels:

- **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to Customer's business.
- **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to Customer's business.
- **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to Customer's business.
- **Low** – Non-critical business function is degraded. There is little or no financial impact.

Continuant will downgrade the incident priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Ticket will be resolved by Continuant or Customer upon validation of the issue remediation and the system's returning to operational stability.

3.6. Change Management

3.6.1. Change Management Overview

Change Management is the process of assessing, controlling, managing and performing changes to "Customers" AV Infrastructure. The primary goal of this process is to ensure that all potential risks of performing Changes are mitigated while they are being planned and implemented. The Change Management process ensures proper preparation, communication and approvals are achieved. All Changes to configurations will be properly recorded against each affected CI in the Configuration Management Database (CMDB).

- Standard – Standard changes are defined as well-known, repeatable and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the Change Advisory Board to be implemented per terms agreed upon with the customer. If the Service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency change should be considered.
- Normal – Normal changes are defined as medium/high risk to business services and therefore must follow the normal change management process. Due to the potential risk and impact, normal changes must be reviewed, prioritized and scheduled by the Change Advisory Board (CAB). The Urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given customer business justification of an impending business impact.
- Emergency – Emergency changes are defined as high risk to the business and required to be implemented as soon as possible – without proceeding through the normal change management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures where applicable to reduce the associated risk. These Changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

With a standard, formal approach, the potential for Change-related Incidents is diminished, the quality of the Changes is improved, and their impact upon the day-to-day operations of the organization is controlled. Change Management identifies all affected parties, systems, and infrastructure before the Change is authorized, scheduled, and approved for implementation. CIs are kept current by updating the CMDB after approved Changes have been completed.

3.6.2. Continuant's Change Management responsibilities consist of the following activities:

- Raise and record Changes.
- Assess the impact, costs, benefit, and risk of proposed Changes.
- Confirm business justification and obtain approval.
- Perform Changes in Customer's AV environment pertaining to CMS, including Changes to individual components and coordination of Changes across all components.
- Make all Changes in accordance with Change Management Procedures as approved by Customer CAB.
- Review and close all Changes.
- Coordinate with the Customer over the Change life cycle of all Changes for all Managed Components.

- Collect data on every Change attempted, including:
 - The reason for Change
 - Detailed description of Change
 - Whether the Change was successful from the perspective of the Authorized Users of the system
- Summarize the Changes made, and report results to the customer.
- Provide an audit trail for all Changes to the production environment in order to determine the Change made and the authorization to make the Change.
- Conduct Post Implementation Reviews (PIR) on Changes as requested by Customer.

3.6.3. Change Manager

Responsible for the day-to-day execution of the Change Management process within a functional area / domain and:

- Ensures correct execution of the Change Management process within a functional area / domain or application
- Maintains oversight of all RFCs within a functional area / domain or application
- The Change Manager is responsible for reviewing all metrics / reports that apply to his/her domain or application of responsibility and will take appropriate actions
- Tables all Request for Changes (RFCs) for a Change Advisory Board (CAB) meeting, issues an agenda and circulates all requests for changes to Change Advisory Board members in advance of meetings to allow prior consideration
- Decides which CAB members will come to which meetings, who gets specific RFCs depending on the nature of the RFC
- Convenes urgent CAB or ECAB meetings for all urgent or Emergency RFCs
- Participates in CAB meetings when a Change may affect a Managed Component
- Authorizes acceptable changes, either alone or after a CAB or ECAB has taken place
- Issues change schedules
- Liaises with all necessary parties to coordinate change building, testing and implementation, in accordance with schedules
- Updates the change log with all progress that occurs, including any actions to correct problems and/or to take opportunities to improve service quality
- Reviews all implemented changes to ensure that they have met their objectives
- Perform Post-Implementation Review for any failed Changes
- Reviews all outstanding RFCs
- Analyses change records to determine any trends
- Audits and closes RFCs
- Produces regular management reports

3.6.4. Change Approvals

All changes must be approved by Customer and Continuant in advance before any Change to the AV environment, with the exception of standard pre-approved Changes.

3.6.5. Change Implementation

Continuant is responsible for the management, coordination, and implementation of all agreed upon Changes, including:

- Consultative engineering support for Changes, as required
- Pre-Change device configuration backup
- Processing and administering all Customer RFCs
- Post-Change testing, customer verification, and documentation (e.g., Installation Quality/Operations Quality (IQ/OQ, network diagrams, site documentation, circuit information, maintenance activation, etc.)
- Notify Customer of completion of Change when requested
- If the implementation of the Change does not go as planned (e.g., causes an adverse results), execute the back-out plan (unless otherwise agreed by Customer) and notify Customer
- Post-Change CMDB Updates

3.6.6. Change Review Process

Continuant will review all implemented Changes to assess the following:

- If the Change has had the desired effect and met its objectives
- If the Customer requestor is satisfied with the results
- If there have been no unexpected or undesirable side-effects
- If the implementation plan worked correctly
- If the Change was implemented on time and to cost
- If the back-out plan functioned correctly, if it was needed
- If the Change was implemented in alignment with the change process

3.6.7. Change Window Requirements

Continuant will be available (8x5,24x7,365) to support Changes pending mutually agreed upon Customer Change Window preference. Continuant shall perform Changes and test equipment in a manner that is least disruptive to customer's business operations, including performing service affecting Changes outside of Normal Business Hours (if option is selected) and in accordance with customer Work Instructions. Continuant shall only implement Changes during a scheduled Change window. For Changes that cannot be implemented during the customer's specified Change windows, the parties will mutually agree on a date/time window in which to perform the Change. CUSTOMER will provide access to facilities, Equipment and Site contacts for all change events where onsite Continuant access is required.

3.6.8. Change Schedules

Continuant shall maintain a schedule of planned Changes on an on-going basis. The latest version of this schedule should be available to relevant stakeholders within the network organization. This schedule must contain details of all the Changes approved for implementation and their proposed implementation dates and times.

3.6.9. Change Priority and Categorization

Every Change under this Attachment SOW must be allocated a priority and timing that is based on the impact of the Change and the urgency of the Change. This 'Priority code' should be reviewed and should be used as a basis for the Change priority. Each Change must be categorized to reflect the impact of the Change on the customer Group in terms of the risk and impact on the Service.

3.6.10. Change Advisory Board (CAB)

A Change Advisory Board (CAB) is an advisory body for higher risk changes. The CAB is a body that exists to support the authorization of changes and to assist change management in the assessment and prioritization of changes. When a CAB is convened, members should be chosen who are capable of ensuring that the Change is adequately assessed from both a business and a technical viewpoint.

The Change Manager will chair the Continuant CAB, and potential members include:

- Customer(s)
- User manager(s)
- User group representative(s)
- Applications developers/maintainers
- Specialists/technical consultants
- Services and operations staff, e.g. service desk, test management, ITSCM, security, capacity
- Facilities/office services staff (where changes may affect moves/accommodation and vice versa)
- Contractor's or supplier's representatives
- Example CAB Meeting Agenda
 - Review the minutes from the last meeting
 - Review changes implemented during the previous period, including:
 - Failed changes
 - Backed-out changes
 - Successful changes
 - Incidents resulting from implemented changes
 - Review/Assessment of proposed Requests for Change (RFCs)
 - Risk and impact in terms of:
 - Service and Service Level impact
 - Capacity and performance
 - Security and compliance
 - Financial
 - Resources involved
 - RFC prioritization

3.7. Problem Management

3.7.1. Problem Management Overview

Problem Management is the process responsible for managing the lifecycle of all problems. The primary objectives of problem management are to prevent problems and resulting incidents from happening, to eliminate recurring incidents, and to minimize the impact of incidents that cannot be prevented.

Continuant's Problem Management offering includes the activities required to diagnose the root cause of incidents identified through the Incident Management process, and to determine the resolution to the problems. Continuant will also maintain information about

- problems and the appropriate workarounds and resolutions, to reduce the number and impact of incidents over time.

Continuant will provide value through Problem Management by utilizing Incident Management and Change Management to ensure that AV solutions service availability and quality are increased. When incidents are resolved, information about the resolution is recorded. This information is then used to speed up the resolution time and identify permanent solutions, reducing the number of and resolution time of Customer incidents. This results in less downtime and less disruption to the End Customers' business critical systems.

Continuant shall provide the following services for all Problem Management:

- Identify and triage Problem Management events
- Conduct root-cause analysis
- Implement and confirm Problem Management resolution
- Monitor, communicate Problem Management status
- Perform trend analysis and reporting
- Track the frequency and impact of recurring Incidents
- Diagnose the underlying root cause of Problem Management events
- Provide the expected resolution time for outstanding Problem Management events
- Help identify developing Service concerns or Problem Management events and actions plans to implement in such situations; implement such plans after consultation with, and approval by, Customer
- Identify weaknesses or potential weaknesses in the data infrastructure, component reliability and availability and other information at the disposal to the Continuant
- Perform analysis revealing trends that lead to the identification of specific (potential) Problem Management areas that need further investigation
- Assist the Customer with manufacturer's recurring equipment failure remediation
- During operational meetings agreed upon by the parties, present the results of all Problem Management analysis to Customer and recommend appropriate strategies and procedures to address identified concerns or issues

On a quarterly basis, Continuant will meet with Customer to review the Problem Management reports and related recommendations to reduce the volume and impact of Problem Management events.

3.7.2. Known Error Database

A known error is a condition identified by successful diagnosis of the root cause of a recurring Incident (i.e., a problem), and the subsequent development of a work-around or solution to this problem. All the relevant details of the problem must be recorded so that a full historic record exists. This must be date and time stamped to allow suitable control and escalation. A cross-reference must be made to the incident(s) which initiated the "Problem Record". Continuant will maintain a Known Error Database (KEDB) to track the following:

- Service details
- Equipment details
- Date/time initially logged
- Priority and categorization details
- Incident description
- Details for all diagnostic or attempted recovery actions taken

3.7.3. Root Cause and Preventative Action Plan

Continuant will provide a report of the root cause and corrective action analysis for all Critical/P1 Incidents plus any other Incidents flagged for Problem Management. This report will provide, at a minimum, the following items:

- The root cause and scope of the Incident, including any impacted service level(s)
- Identification and analysis of obstacles in recovering Services or affected Equipment
- A preventative action plan to be implemented to prevent future occurrences and
- A preventative action plan for other systems/environments.

The preventative action plans described in parts 3 and 4 will include due dates for performance of incremental tasks and completion of remedial measures and parties responsible for performance. Continuant will use reasonable effort to deliver a preliminary version of this report within five (5) business days and deliver the final version of the report via email no later than ten (10) business days after the applicable Incident has been resolved. In addition, Continuant will participate in Customer requested root cause analysis meetings to explain Incidents, Incident response, impacts, short term restoration plans and any follow-up action plans.

3.8. Event Management

Continuant will provide 24x7 event management that includes system monitoring and management of events for AV equipment where applicable. Continuant will identify critical components in Customers' environment and define key events for the specific system components. Continuant will provide structured levels of notifications to Customer for significant events detected in Customer's environment. Continuant Event Management will trigger Incident Management where applicable.

- Implementation of Continuant's Event Management Services requires Monitoring Platform Connectivity and Installation.
- Continuant will manage the Event Management software and tools required for Event Management.

3.9. Preventative Maintenance

3.9.1. Preventative Maintenance Overview

Continuant will perform Preventative Maintenance Services on customer AV Systems and Multimedia Systems. The Preventative Maintenance shall include cleaning the systems and ensure that the systems are operating per design specifications. Supplier shall provide necessary (AV OEM) System Firmware Updates as required. Request changes to programming code that fall outside of standard scope will be handled as part of Change Management.

Preventative Maintenance will be completed semi-annually at agreed upon dates. The following tasks are associated with our Preventative Maintenance offering:

- Inspect and test all system control functions and panels. Verify that all control functions perform in accordance with system specifications. Confirm that all software operations, associated hardware, and system pre-set and default conditions are properly set.

- Test control system and codec software/ firmware, working with product suppliers as necessary (e.g. Crestron, QSC). Update firmware if necessary to latest version.
- Test all AV signal sources and display. Ensure that all input and output audio and video signals meet system specifications, including but not limited to level, phase, separation, noise, distortion and frequency response in accordance with manufacturer's and system designer performance specifications.
- Calibrate and align all systems and equipment, including audio room balance, per recommended manufacturer and system design procedures. This applies to all system components such as servers, cameras, speakers, microphones, video monitors for video and computer signals, scan converters, projectors, switchers, amplifiers, mixers, echo cancellers, codecs, multiplexes etc. as applicable.
- Perform video conference calls if required. Co-ordinate with PC support to ensure proper standardized performance and certification of the facility.
- Perform general maintenance and clearing of all system components. Clean all monitor faces, touch screens, camera lenses and projector optics. All audio, video and control cables, patch fields and hardware inspected, tightened and repaired as necessary.
- Provide a detailed checklist and report of all maintenance activities and findings to the designated facilities manager. Maintain a log of regular visits, activities and results.
- Conduct end user reviews to ensure employees are properly utilizing the AV environment. Even if everything checks out on the technical side, there may be modifications to improve the user experience, bringing greater staff productivity and efficiency.

3.10. Asset Management

3.10.1. Asset Management Overview

Continuant will maintain asset data of all AV infrastructure deployed, or Managed Components and Configuration Items. The assets will be maintained within an ITSM Configuration Management Database (CMDB). Continuant will maintain asset information through the lifecycle, from deployment to decommissioning. Customer is responsible for providing all assets required and maintaining the proper data center environments.

The Configuration Management Database(CMDB) may store the following information:

- Part number
- Serial number
- Model number
- Version
- # of licenses
- # of available licenses
- MAC address
- IP address
- Firmware, version number
- Location – physical address

3.10.2. Hardware Replacement Services

Continuant will manage the Customer's hardware support contract when possible by opening support tickets and requests on behalf of the Customer. Customer must provide Continuant with a Letter of Agency (LOA) for representation.

Continuant will provide hardware replacement on specified Covered Equipment at no charge if it is under warranty by the manufacturer. In the event of a defective product, Continuant will make repairs or provide replacements of the defective product with either a new or refurbished equivalent model at Continuant's discretion.

If the failed equipment is not covered under warranty, Continuant will provide replacement parts at the customer's expense and can expedite shipping based on customer requirements and approval.

- Replacement equipment will be shipped according to customer SLA's.

3.10.3. Extended Warranty

Continuant will provide a standard 3-year warranty on all equipment that is installed by Continuant. Continuant will provide a 5-year warranty on all Crestron equipment at no extra charge. For all other equipment, the customer may purchase an extended warranty for 5 years at a cost of 10% of the equipment's original purchase price.

3.11. Capacity Management

3.11.1. Capacity Management Overview

Continuant will monitor and report on infrastructure system capacity and utilization on a monthly basis, advise on license usage, and implement license updates when necessary. The Customer shall be responsible for the purchase of new licenses and providing the licenses to Continuant.

3.12. Request Fulfillment Management

3.12.1. Request Fulfillment Management Overview

Continuant will perform Request Fulfillment Management services for moves, adds, changes, or deletions ("MACD") for end-user account management for supported Products upon proper submittal of such request to the Service Desk using an agreed-upon MACD request template. Customer MACDs can include changes to any individual account configuration settings and may include, but may not be limited to, VMR assignments, chairperson and conference PINs, RPRM registrations, WebSuite accounts, and e.164 extensions. Continuant will provide such services for up to twenty-five (25) MACDs with a one (1) business day turnaround SLO. MACD requests of more than twenty-five (25) shall be performed with an SLO as quoted by the Service Desk based upon the nature of the project.

3.13. Reporting Services

3.13.1. Reporting Services Overview

Reporting services cover the standard reports Continuant produces and provides to customer on a periodic basis in order to facilitate Managed Services governance and Service Delivery review. The reports listed below are only produced and delivered when the corresponding Managed Service has been purchased by customer.

Managed Services Governance is conducted via Quarterly Business Review meetings that Continuant and Customer hold. All standard Managed Services reports are delivered

in accordance with the QBR cadence. Highlights of the reports are discussed in the QBR meeting and the full reports are provided to the customer as supplemental material.

A Monthly Service Review is provided by the Named Account Manager to discuss billing and SLA compliance.

3.13.2. Service Level Management

- Time to Notify SLA Compliance
- Incident Resolution SLA Compliance by Priority
- Service Request Fulfillment SLA Compliance by Category

3.13.3. Incident Management

- Number of Incidents created for the reporting period by Priority (P1-P4) Number of Incidents closed for the reporting period by Priority (P1-P4)
- Number of Incidents created for the reporting period by Category
- Number of Incidents closed for the reporting period by Category
- Mean Time to Restore Service by Priority (P1-P4)
- Case Origin of Incidents
- Number of outstanding Incidents at the end of the reporting period by Status (Open, In Progress, On-Hold, Resolved)
- Incident Resolution SLA Compliance

3.13.4. Change Management

- Number of Changes Requested
- Number of Changes Processed
- Time for Change Approval/Rejection
- Average time from registering an RFC (request for change) with Change Management until a decision on the RFC is reached
- Number of changes that resulted in incidents with downtime
- Change Acceptance Rate
- Successful vs unsuccessful changes
- Number of Emergency Changes

3.13.5. Problem Management

- The number of problems (opened and closed and backlog)
- The percentage of problem reviews successfully performed
- The percentage of problem reviews completed successfully and on time
- The backlog of outstanding problems and the trend
- Number and percentage of problems that exceeded their target resolution times

- Percentage of Problem RCAs delivered within SLA targets

3.13.6. Event Management

- Number and trend of events logged and investigated
- Number and trend of incidents resulting from event detection and analysis
- Number of Major incidents resulting from event detection
- Number of events caused by existing problems and known errors
- Top event types by asset

3.13.7. Asset Management

- List of Asset Licenses
- List of Assets by Category
- Retirement Activity
- Asset Reconciliation

3.13.8. Event Management

- Number and trend of events logged and investigated
- Number and trend of incidents resulting from event detection and analysis
- Number of Major incidents resulting from event detection
- Number of events caused by existing problems and known errors
- Top event types by asset

3.14. Service Level Management

3.14.1. Service Level Management Overview

Continuant's Service Level Management (SLM) offering tracks performance against negotiated service level targets called Service Level Agreements. Continuant will monitor and report on service levels where applicable and provide reports in Monthly Service Reviews. Service Level Agreement (SLAs) apply only to work performed on Managed Components that are managed exclusively by Continuant. Continuant is bound by and adheres to the SLAs during the Service Delivery phase. Within the SAK, the "Customer" and Continuant must document their agreement to formally acknowledge the completion of the Service Transition process for each Serviced Location. The Service Delivery phase commences upon agreement between Continuant and the "Customer" that the Service Transition phase is complete and that the Service Delivery phase has been reached. SLM and SLAs do not apply during service transition.

The following metrics are subject to Service Level Agreements:

- Time to Notify (TTN)
- Time to Restore Service for Incidents (TTR)
- Time to deliver an RCA for Major Problems

3.15. Service Level Agreement

3.15.1. Time to Notify (TTN)

Continuant will respond to incidents and service requests raised through the management platform by electronically notifying a specified Customer contact(s) within the TTN timeframe. Continuant SLAs are as follows:

Cases	Time to Notify Specified Contact	SLA Target
All Incidents and Service Requests	15 Minutes from case opened time/date.	95% of cases.

3.15.2. Time to Restore (TTR)

TTR refers to the time elapsed between the failure which caused the Incident and when Continuant restores the managed component to an acceptable operational state. Continuant SLAs are as follows:

Incident Level	Time to Restore	SLA Target
P1 Incidents	4 Hours	95%
P2 Incidents	12 Hours	95%
P3 Incidents	72 Hours	95%
P4 Incidents	120 Hours	95%

3.15.3. Time to deliver an RCA for Major Problems

Continuant will deliver a RCA document for every Major Problem. The table below lists the Continuant SLA for completing a RCA document for a Major Problem.

Cases	Time to deliver an RCA	SLA Target
All Major Problems	10 business days	95% of cases

3.15.4. SLA measurements exclude the following conditions from the elapsed time:

- Delays caused by Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources)
- Any mutually agreed schedule of activities that causes service levels to fall outside of measured SLA defined obligations
- SLA will be "paused" for hardware replacement delivery to the customer location, either from a manufacturer maintenance agreement or hardware replacement services from Continuant
- Delays or faults caused by third party equipment, services or vendors, such as Carriers in resolving the qualifying issue
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible
- Acquisition and installation time of new software to be installed on the Managed Component due to software defects or bugs

3.16. Escalation Process

The Continuant Service Desk is responsible for managing escalations and coordinating communications of any escalations. Escalation Process adherence a typical escalation path and threshold period beyond which the matter is escalated to the next level is mentioned below. Threshold period indicates the time that has elapsed since an issue was first raised.

Escalation Path and Response Times

- Customer services desk to Continuant Service Desk
- Customer Regional Lead to Continuant Service Delivery Manager
- Customer Corporate Lead to Continuant Director of Operations
- Escalation Response Times:

<i>Continuant Service Desk Available 24/7/365</i>		
<i>Escalation Time – P1/P2 Only</i>	<i>Level</i>	<i>Personnel</i>
< 30 Minutes	Level 1	Service Desk
< 1 Hour	Level 2	Service Desk Lead
< 2 hours	Level 3	Service Delivery Manager
< 6 hours	Level 4	Director, Operations
< 8 hours	Level 5	President, Continuant

4. Network Operation Center Services

While most support organizations provide a one-time network assessment, Continuant provides an on-going assessment to consistently monitor, enhance, and improve the Customer's AV environment. Continuant's Network Operation Center Services may include the following:

- Accelerate planning cycles by identifying potential risks and gaps
- Improve network resilience and availability
- Ensure maximum bandwidth availability
- Ongoing analysis for optimal performance
- 24x7 event monitoring & management
- Health and performance monitoring
- Expert analysis, and diagnostics

5. Customer Responsibilities

5.1. As-built Documentation

Customer will provide as-built documentation, including detailed design, network implementation plan(s), site survey(s), and bill of materials. Data and documentation will be obtained from Continuant or an applicable Continuant subcontractor(s) as necessary to facilitate proper service commencement.

5.2. Additional Items

The Customer will also provide these additional items:

- Installation of the remote monitoring platform

- Establish network connectivity per Continuant-supplied guidelines.
- Communications facilities and services including internet and network configuration. The communication facilities and services must be maintained for the duration of the service term.
- A resource to support the installation activities of the Monitoring Platform
- Connection to Network
- Power connection within the facility with continuous uninterrupted power, suitable commercial power, and an uninterruptible power system (UPS) or other acceptable power back-up facilities providing a minimum of 1kVA dedicated for the monitoring platform.

6. Location

Location	Application(s)	Managed Service(s)	Monthly Price
TBD	• AV	Incident Management Event Management Change Management Problem Management Capacity Management Request Fulfillment Management Asset Management Service Level Management Preventative Maintenance	\$219.63

7. Appendix: Glossary of Terms

AV – Audio Visual

BOM – Bill of Material

CAB – Change Advisory Board

CI – Configuration Item

CMDB – Configuration Management Database

CMS – Continuant Managed Services, Configuration Management System

CPU – Central Processing Unit

CSR – Customer Service Representative

DML – Definitive Media Library

ECAB – Emergency Change Advisory Board

IOS – Internetwork Operating System

IP – Internet Protocol

IQ – Installation Quality

IT – Information Technology

ITSCM – Information Technology Service Configuration Management

ITSM – Information Technology Service Management

KEDB – Known Error Database

LOA – Letter of Agency

MAC – Media Access Control

MTBF – Mean Time Between Failures

MTBSI – Mean Time Between Service Incidents

MTRS – Mean Time to Restore Services

OEM – Original Equipment Manufacturer

OQ – Operations Quality

P1 – Priority 1

P2 – Priority 2

P3 – Priority 3

P4 – Priority 4

PC – Personal Computer

QA – Quality Assurance

RCA – Root Cause Analysis

RFC – Request for Change

RPO – Recovery Point Objectives

RTO – Recovery Time Objectives

SAK – Service Activation Kit

SAN – Storage Area Network

SFTP – Secure File Transfer Protocol

SIP – Session Initiation Protocol

SLA – Service Level Agreement

SNMP – Simple Network Management Protocol

SOW – Statement of Work, Scope of Work

SSR – Simple Service Request

T&M – Time and Materials

TDM – Time Division Multiplexing

TTF – Time to Fulfill

TTN – Time to Notify

TTR – Time to Restore

UPS – Uninterruptible Power Supply

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	03418
Continuant, Inc. 5050 20 th St E Fife, WA 98424	Amendment No.:	2
	Effective Date:	07/01/2023

**SECOND AMENDMENT
TO
STATEWIDE CONTRACT NO. 03418
AUDIO-VISUAL SOLUTIONS**

This Second Amendment (“Amendment”) to Contract No. 03418 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Continuant, Inc., a Washington corporation (“Contractor”) and is dated as of July 01, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No.03418 for Audio-Visual Solutions dated effective as of April 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract as follows.
 - a. Amendment No. 1, not executed, for economic price adjustment and new date for future economic price adjustments.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

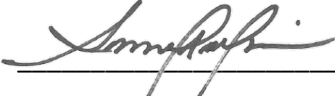
- 1. **NEW DATE FOR ECONOMIC ADJUSTMENTS.** Section 3.3 of Statewide Contract 03418 is amended to commence economic adjustments beginning on October 31, 2023 and recurring annually thereafter until the termination of the contract, in order to better align with the publication of the Occupational Employment and Wage Statistics survey.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior

negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**CONTINUANT, INC.,
A WASHINGTON CORPORATION**

By: 
Name: Samuel Mosier
Title: Sr. Contracts Manager
Date: 7-12-23

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Kim Kirkland
Title: Procurement Supervisor
Date: 7/25/2023

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	03418
Continuant, Inc. 5050 20 th St E Fife, WA 98424	Amendment No.:	3
	Effective Date:	02/01/2024

**THIRD AMENDMENT
TO
CONTRACT No. 03418
AUDIO-VISUAL SOLUTIONS**

This Third Amendment (“Amendment”) to Contract No. 03418 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Continuant, Inc., a Washington Corporation (“Contractor”) and is dated and effective as of February 01, 2024.

R E C I T A L S

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 03418 dated effective as of April 01, 2019 (“Contract”).
- B. The Parties previously amended the Contract by instrument titled Second Amendment to Contract (dated 07/01/2023) to change the annual date of all following Economic Price Adjustments.
- C. The Parties now desire to amend the Contract to change the index code used for Economic Price Adjustments.
- D. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **NEW INDEX FOR ECONOMIC ADJUSTMENTS.** Section 3.3 of Statewide Contract 03418 is hereby amended by deleting the words “Employment and Wages from Occupational Employment Statistics (OES) survey for Audio and Video Equipment Technicians (SOC code 274011) Washington state area hourly mean wage” and replacing them with “Private Service Providing (code CEU0800000003) National hourly mean wage”.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.


3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**CONTINUANT, INC.,
A WASHINGTON CORPORATION**

By: 
 Name: Samuel Mosier
 Title: Corporate Contracts Manager
 Date: 01-09-24

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Kimberly Kirkland
 Title: Procurement Supervisor
 Date: 1/16/2024