Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

CONTRACT

NO. 00224

FOR

AUDIO-VISUAL SOLUTIONS

GEOGRAPHIC AREA: EASTERN WASHINGTON

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

TED BROWN MUSIC COMPANY, INC.

Dated March 16, 2026

CONTRACT

NO. 00224

FOR

AUDIO-VISUAL SOLUTIONS

GEOGRAPHIC AREA: EASTERN WASHINGTON

This Washington Statewide Contract ("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 Ted Brown Music Company, Inc., a Washington State profit corporation ("Contractor") and is dated and effective as of March 16, 2026.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. Multiple Washington state agencies have operational needs to procure certain specified audio equipment, video equipment, system controls, projection equipment, photographic equipment, assistive communication technology & accessibility solutions, and peripherals & accessories (collectively, "Audio-Visual Equipment" or "Goods") and specified consultation, design, installation, maintenance, and warranty coverage services pertaining to such Audio-Visual Equipment (collectively, "Audio-Visual Services" or "Services").

C. To provide an enterprise procurement solution for all Washington state agencies as well as other eligible purchasers, to procure Audio-Visual Equipment and Audio-Visual Services (collectively, "Audio-Visual Solutions"), in a cost-effective and efficient manner from responsible, qualified Contractors, Enterprise Services, on behalf of the State of Washington, as part of a competitive governmental procurement, issued Competitive Solicitation No. 00224 dated December 5, 2025 to establish solicit and evaluate competitive bids to award Contracts for Audio-Visual Solutions.

D. The Competitive Solicitation was structured to meet purchaser needs and designed to result in multiple Contract awards, by specified Geographic Areas. In addition, the Competitive Solicitation was structured to enable Enterprise Services to make certain additional reserved awards for Contracts to otherwise not awarded, responsive, responsible bidders who certified pursuant to a *Bidder's Certification* and qualified as either a Washington Small Business or a Washington Certified Veteran-Owned Business.

E. Pursuant to the Competitive Solicitation for the Contract, Contractor certified that Contractor qualified for the following evaluation and Contract award preferences:

- Executive Order 18-03 – Worker's Rights.

Accordingly, the Contract includes certain contractor representations and warranties to facilitate procurement integrity requirements and to ensure that, in performing the Contract, Contractor enables the State of Washington to achieve the public policy benefits that informed the above-referenced bid and Contract award preferences. *See* Contract at § 4 (Contractor Representations and Warranties).

F. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-stated specified Geographic Area(s).

G. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

H. The purpose of this Contract is to enable eligible purchasers to purchase Audio-Visual Solutions as set forth herein.

A G R E E M E N T

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 Contract is forty-eight (48) months, commencing March 16, 2026 and ending March 14, 2030 *Provided*, however, that if Contractor is not in default and if, by March 14, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Annual Contract Sales Report:	Contractor timely provides to Enterprise Services the annual Contract Sales Reports required by this Contract in § 13.4 at no less than 80% on time rate over the term.
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. *See Exhibit C – Insurance Requirements* at § 4.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the Contract term, the applicable Vendor Management Fee (VMF). *Note*: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any of the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Audio-Visual Solutions set forth in ***Exhibit A – Included Audio-Visual Solutions*** for the prices set forth in ***Exhibit B – Prices for Audio-Visual Solutions*.** Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Audio-Visual Solutions beyond those set forth in ***Exhibit A – Included Audio-Visual Solutions***.

(a) Goods. For purposes of this Contract, "Goods" means all Audio-Visual Equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.

(b) Services. For purposes of this Contract, "Services" means all Audio-Visual Services of any nature ordered by Purchaser pursuant to this Contract, pertaining to included Audio-Visual Equipment and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Audio-Visual Solutions are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Audio-Visual Equipment provided shall be new and unused of the latest model or design.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Audio-Visual Solutions included in this Contract to address advancements in Audio-Visual Equipment technology and industry changes; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ABILITY TO ADD MANUFACTURERS AFTER AWARD. Subject to mutual agreement between the parties, Contractor may add a manufacturer to the Contract. Any manufacturer additions must be within the scope of the original solicitation and would only be made by amendment to the Cooperative Purchasing Agreement. Contractors who add new manufacturers must provide pricing for the new manufacturer that is within the structure of the solicitation.

3.4. ECONOMIC ADJUSTMENT.

(a) AUDIO-VISUAL EQUIPMENT. The prices for Audio-Visual Equipment set forth in *Exhibit B – Prices for Audio-Visual Solutions* are based on Contractor's percentage (%) off Manufacturer's Suggested Retail Price (MSRP) for such Audio-Visual Equipment and, accordingly, Contractor's % off MSRP shall remain fixed and firm for the term of this Contract.

(b) AUDIO-VISUAL SERVICES.

1. Audio-Visual Services Subject to Prevailing Wage. Contractor's labor rates for Audio-Visual Services set forth in ***Exhibit B – Prices for Audio-Visual Solutions*** that are governed by the Washington State Prevailing Wages on Public Works Act, RCW 39.12, are based on Contractor's bid margin over such prevailing wage requirement for such Audio-Visual Services and, accordingly, Contractor's margin over the applicable prevailing wage requirement shall remain fixed and firm for the term of this Contract.

2. Audio-Visual Services NOT Subject to Prevailing Wage. Contractor's labor rates set forth in ***Exhibit B – Prices for Audio-Visual Solutions*** that are NOT governed by Washington State's Prevailing Wages on Public Works Act, RCW 39.12, are firm and fixed for one (1) year from the effective date of this Contract. Beginning twelve (12)

months after the effective date of this Contract and for every annual anniversary thereafter, Contractor is eligible for a price adjustment to such labor rates listed in ***Exhibit B – Prices for Audio-Visual Solutions***. Contractor requests for price adjustments must be made in writing and be received ninety (90) days prior to the adjustment date (the annual anniversary of the effective date of the Contract). Contracts that do not request an adjustment during this time waive their price adjustment for that contract year, future adjustments will not include the adjustment for the non-requested year. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI), noted below. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded index, as applicable. 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 shall be used. The economic adjustment shall be calculated as follows:

BLS Index: 27-4011 Audio and Video Technicians

New Price = Old Price x (Current Period Index/Base Period Index).

3.5. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Audio-Visual Solutions at no greater than the prices set forth in ***Exhibit B – Prices for Audio-Visual Solutions*** (subject to economic or other adjustment as set forth herein).

3.6. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Audio-Visual Solutions that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this 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 Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been 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.

4.5. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.6. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been 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 49.46, 49.48, or 49.52.

4.7. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, '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 Contractor's 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 is not 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 Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any

of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor 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 Enterprise Services and Purchasers' employees.

4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.

4.12. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Audio-Visual Equipment and/or Audio-Visual Services or suggesting that such Audio-Visual Equipment and/or Audio-Visual Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor 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.

4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Audio-Visual Equipment and/or Audio-Visual Services that are the subject of this Contract.

4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

4.16. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, 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 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.

4.17. TRANSACTIONAL LIMITS TO SATISFY CONTRACTOR'S CONTRACT AWARD STATUS. Contractor represents and warrants that, during the term of this Contract, notwithstanding any provision to the contrary, Contractor shall comply with the following transactional limits:

(a) Contract Assignment. Contractor shall not assign its rights under this Contract, in whole or in part, unless:

(i) Contractor demonstrates to Enterprise Services that the proposed assignee qualifies for each and all of the contract award preferences set forth in Recital E, each of which benefitted Contractor in obtaining the Contract;

(ii) Contractor demonstrates to Enterprise Services that the proposed assignee qualifies as a 'responsible bidder' as described in RCW 39.26.160(2); and

(iii) Enterprise Services consents to such proposed assignment and the parties timely execute Enterprise Services' Assignment, Assumption, and Consent Agreement.

For each of the contract award preferences stated in Recital E, Contractor's proposed assignee must satisfy the relevant criteria as set forth in the Bidder's Certification that Contractor submitted pertaining to this Contract.

(b) Subcontracting. Contractor, in exercising any rights set forth in the Contract to utilize subcontractors to perform this Contract, also shall comply with the following:

(i) Qualifying Subcontractors. Contractor may utilize any subcontractor who Contractor can demonstrate qualifies for each and all of the contract award preferences stated in Recital E, each of which benefitted Contractor in obtaining the Contract. Contractor, prior to utilizing such subcontractor(s), shall document such subcontractor qualification in writing and, upon request by Enterprise Services, provide such documentation to Enterprise Services.

(ii) Non-Qualifying Subcontractors. Contractor may utilize one or more non-qualifying subcontractors (i.e., subcontractors who do not qualify for each and all of the contract award preferences stated in Recital E) ("Non-Qualifying Subcontractors") subject to the following limitation: Contractor shall ensure that Non-Qualifying Subcontractors, collectively, shall not perform more than 49% of the Contract value as measured by Purchase Orders performed by Contractor pursuant to the Contract.

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

costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

4.19. ELECTRICAL CODE. Contractor represents and warrants that Contractor complies with applicable electrical code requirements in Chapter 19.28, Revised Code of Washington, Electricians and Electrical Installations.

4.20. PHYSICAL BASE OF OPERATIONS. Contractor represents and warrants that Contractor has a physical base of operations (a permanent, physical location within the Geographic Area where core business activities are performed, properly registered and/or licensed within Washington State (unless exempt)) within each Geographic Area that Contractor was awarded.

5. PREVAILING WAGES.

5.1. APPLICABILITY OF PREVAILING WAGES. This Contract is subject to Washington's Prevailing Wages on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), 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.

5.2. WAGE RATES. Contractor, and any subcontractor or 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.

5.3. 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 Purchaser and Enterprise Services.

5.4. INVOICE & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Purchaser 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.

5.5. 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. Purchaser shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.

5.6. 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.

5.7. PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination and, upon request, provide certified copies of such payroll records to Purchaser and Enterprise Services.

6. QUALITY; WARRANTY; REMEDIES.

6.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date the Purchaser accepted the Audio-Visual Equipment pertaining to the Audio-Visual Solution from the Contractor ("Goods Warranty Period"), the Audio-Visual Equipment: (a) is free from defects in design, material, and workmanship; (b) is fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) is consistent with recognized industry quality standards; (d) complies with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) is produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Audio-Visual Equipment and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.

6.2. GOODS REMEDY. If Audio-Visual Equipment does not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Audio-Visual Equipment. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall 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.

6.3. SERVICES WARRANTY. Contractor warrants that: (a) Audio-Visual Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Audio-Visual Services shall have the necessary skill and training; and (c) Audio-Visual Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date Purchaser accepted the Audio-Visual Solution ("Services Warranty Period").

6.4. SERVICES REMEDY. If Audio-Visual Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Audio-Visual Services.

6.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Audio-Visual Equipment or Audio-Visual Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date Purchaser accepted the Audio-Visual Solution from the Contractor.

6.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

6.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within fifteen (15) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

6.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6.9. EQUIPMENT GUARANTEE. Contractor guarantees that all Audio-Visual Equipment provided to Purchasers pursuant to this Contract shall be new equipment and that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

7. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

7.1. REGULATORY REQUIREMENTS/SAFETY. Audio-Visual Equipment and/or Audio-Visual Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local,

and/or tribal regulatory requirements applicable to such Audio-Visual Equipment and/or Audio-Visual Services.

7.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Audio-Visual Equipment which requires such compliance and for materials used by Contractor while performing Audio-Visual Services pursuant to this Contract.

7.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform on-site Audio-Visual Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Audio-Visual Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

7.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

7.5. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.

7.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

8. DATA SECURITY REQUIREMENTS.

8.1 SECURITY COMPLIANCE. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines and (b) Washington Technology Solutions Standards (WaTech), as applicable. See Policy SEC-04 Asset Management Policy; Policy SEC-04-05-S Minimum Accessibility Standard and Network Security Standard.

8.2 DATA OWNERSHIP. Purchaser's data ("Data") shall include data collected, used, processed, stored, or generated as the result of the use of the Audio-Visual Equipment and Audio-Visual Services. Data is and shall remain the sole and exclusive property of Purchaser. Contractor shall: (a) keep and maintain Data in strict confidence to avoid unauthorized access, use, disclosure, or loss; (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes (other than to fulfill its obligations under the law or under an individual Purchaser Order (i.e. a purchase of Audio-Visual Equipment or provision of Audio-Visual Services)) or for the benefit of anyone other than the Purchaser without Purchaser's prior written consent.

8.3 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 Enterprise Services' Data by an unauthorized party ("Data Breach"), Contractor shall notify Enterprise Services 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:

- The nature of the Data Breach;
- The Data accessed, used or disclosed;
- The person(s) who accessed, used, disclosed and/or received Data (if known);
- What Contractor has done or will do to quarantine and mitigate the Data Breach; and
- 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 Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Enterprise Services.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with Enterprise Services in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Enterprise Services review before disseminating. 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 Enterprise Services in responding to or recovering from the Data Breach.

8.4 RETURN OF DATA. Upon termination of the Contract, Contractor, shall either return to Purchaser or destroy all Data in Contractor's custody or control. If Data is returned, Contractor shall within sixty (60) days delete all Data from all Contractor's systems in compliance with procedures established by the National Institute of Standards and Technology (NIST). Within the same time period, Contractor shall, when requested, certify to Purchaser that Contractor has destroyed all Data disclosed to it under the Contract.

9 **SUBCONTRACTORS.**

9.1 CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of

negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

9.2 REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.

9.3 SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly. *Provided,* however, that Non-Qualifying Subcontractors are not required to comply with any of the following representations or certifications set forth in this Contract pertaining to the contract award preferences stated in Recital E [e.g., § 4.16 (Executive Order 18-03), § 4.17 (Washington Small Business), and § 4.18 (Certified Veteran-Owned Business).

10 USING THE CONTRACT – PURCHASES.

10.1 ORDERING REQUIREMENTS. Eligible Purchasers shall order Audio-Visual Solutions from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a Purchase Order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

10.2 QUOTE REQUIREMENTS. All quotes issued to a Purchaser for Audio-Visual Equipment and/or Audio-Visual Services shall include the following information:

(a) Audio-Visual Equipment.

1. Prior to issuing a quote, Contractor must provide Purchaser with a list of Audio-Visual Equipment that is registered under the Electronic Product Environmental Assessment Tool (EPEAT), if available and applicable to the Purchaser's project, so that Purchaser can make an informed decision about purchasing environmentally sustainable Audio-Visual Equipment.

2. Contractor shall provide Purchaser with an itemized list of Audio-Visual Equipment provided as part of the quote, including quantity, pricing, and specified % off MSRP information. All pricing on a quote for Audio-Visual Equipment must clearly show the method of pricing.

(b) Audio-Visual Services.

1. Contractor shall provide a "not-to-exceed" number of hours of estimated labor at the time of quote to complete the Audio-Visual Services. Contractor shall clearly indicate each labor category that will be utilized and the quantity of "not-to-exceed" hours for each labor category. The positions will need to correlate with the position listing and hourly rates stated in ***Exhibit B – Prices for Audio-Visual Solutions*****.** All pricing on a quote for Audio-Visual Services must clearly show the method of pricing

(c) Purchaser Responsibilities. Purchaser must provide Contractor with the following information:

1. A description of Purchaser's Audio-Visual needs and any specifications that Contractor must construct the Audio-Visual Solution by;
2. A description of where the Audio-Visual Equipment must be installed and physical access to the location with uninterrupted power;
3. Instructions on how to establish network connectivity and access to the internet, if necessary; and
4. Be accessible for Contractor questions and respond in a timely manner.

10.3 DELIVERY REQUIREMENTS. Contractor must ensure that the Audio-Visual Equipment and/or Audio-Visual Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between 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.

(b) Contractor shall ship all Audio-Visual Equipment purchased pursuant to this 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 Audio-Visual Equipment 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 Contract shall be identified by the Contract number set forth on the cover of this 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.

10.4 RECEIPT AND INSPECTION OF AUDIO-VISUAL EQUIPMENT AND/OR AUDIO-VISUAL SERVICES. Audio-Visual Equipment and/or Audio-Visual Services purchased under this 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 Audio-Visual Equipment and/or Audio-Visual Services that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Audio-Visual Equipment and/or Audio-Visual Services at the time of delivery, Purchaser promptly shall 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 Audio-Visual

Equipment and/or Audio-Visual Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Audio-Visual Equipment and/or Audio-Visual Services from final payment. The return window is the time of the manufacturer return window. Payment for any Audio-Visual Equipment and/or Audio-Visual Services under such Purchase Order shall not be deemed acceptance.

10.5 TEST AND ACCEPTANCE PROCEDURE FOR AUDIO-VISUAL SOLUTIONS. Contractor shall conduct an in-person demonstration at the Purchaser's facilities to show the Purchaser that the Audio-Visual Solution is functioning as intended and is constructed according to the Purchase Order. All features of the Audio-Visual Solution must be operating as intended without deficiencies. Purchaser shall "accept" an Audio-Visual Solution from the Contractor only if Contractor shows Purchaser that the Audio-Visual Solution is functioning during an in-person demonstration, without deficiencies, and upon Purchaser's receipt and approval of Contractor's Commissioning Report.

10.6 CUSTOMER SERVICE. Contractor at a minimum must provide Purchaser with support via telephone and email from an Audio-Visual Technician for nine (9) hours within "Standard Business Hours" (6:00 AM through 6:00 PM Pacific Time, Mon. – Fri. excluding Holidays) for troubleshooting, service requests, and questions.

10.7 RESPONSE TIME COMMITMENTS. Contractor must respond to Purchaser requests as follows:

(a) Contractor must respond to "routine Purchaser questions," which are routine questions about the scope of work, process of work, status of current projects, invoicing, or reporting, with a resolution or answer in four (4) business days.

(b) Contractor must respond to Purchaser "quote requests" with a fully completed quote in twenty-one (21) business days but only if Purchaser has informed Contractor of all necessary information in prior correspondence.

(c) Contractor must respond within one day to Purchaser "service requests," which are requests to service Audio-Visual Equipment, with a confirmation of receipt. Within five (5) business days from Purchaser's "service request," Contractor must notify Purchaser if maintenance is needed for Audio-Visual Equipment and commit to a time when Contractor can service the Audio-Visual Equipment, assuming that Purchaser communicated relevant information in prior correspondence.

10.8 SERVICE AND MAINTENANCE SUPPORT. All Audio-Visual Services provided by Contractor hereunder shall be performed by manufacturer certified technicians properly trained and/or authorized to perform such Audio-Visual Services. Contractor must provide installation and maintenance services on-site at Purchaser's facility. Contractor may also offer remote maintenance of Audio-Visual Equipment with the consent of the Purchaser; but only if Contractor complies with the data security provisions under this Contract. *See* Section 7.6-.7.

10.9 BACK ORDERS. Contractor must take precautions to prevent back-order and out-of-stock Audio-Visual Equipment included in this Contract. Contractor shall timely communicate to Purchaser the status of back-ordered and/or out-of-stock Audio-Visual Equipment ordered by Purchaser, and provide Purchaser with assistance to accommodate alternative and substitute items.

10.10 LOANER EQUIPMENT. If Audio-Visual Equipment purchased under this Contract requires repair or replacement during its first year of use, or during any extended warranty period, Contractor, upon Purchaser request, shall loan Audio-Visual Equipment to Purchaser at no

additional cost until such time as Contractor repairs or replaces the purchased Audio-Visual Equipment. The equipment loaned by Contractor to Purchaser does not have to be the same model, but it must perform the same functions as the equipment being repaired. The Contractor shall be responsible for shipping and delivery charges to provide any loaner Audio-Visual Equipment to Purchaser.

10.11 EXCESSIVE SERVICE AND DOWNTIME. Audio-Visual Equipment that requires an excessive number of service calls or repairs (*i.e.* Purchaser places more than three (3) warranty service calls within six (6) months of acceptance of new or replaced Audio-Visual Equipment) may be reported by Purchaser to Contractor. Purchaser shall have the option to have the malfunctioning Audio-Visual Equipment replaced at no additional cost; Provided, that the malfunction was not caused by acts or omissions of the Purchaser and all manufacturer-required troubleshooting steps have been completed. Replaced Audio-Visual Equipment shall be new and meet all applicable manufacturer specifications.

10.12 TRAVEL. Contractor is entitled to travel reimbursement in accordance with the State Administrative and Accounting Manual (SAAM) for costs arising out of dispatching Audio-Visual professionals more than sixty (60) miles from Contractor's physical base of operations within an awarded Geographic Area.

10.13 AUDIO-VISUAL EQUIPMENT-ONLY & AUDIO-VISUAL SERVICES-ONLY PURCHASES AUTHORIZED. Purchaser is not required to purchase Audio-Visual Equipment and Audio-Visual Services together from the Contractor and may make Audio-Visual Equipment-only or Audio-Visual Services-only purchases.

11 INVOICING & PAYMENT.

11.1 CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Audio-Visual Solutions delivered under this Contract. Such invoices shall itemize the following:

(a) Contract No. No. 00224 Audio-Visual Solutions;

(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) Applicable Audio-Visual Solutions;

(f) Invoice amount, showing the price in contract terms (hourly, PW*%, and % off MSRP in addition to total amounts owed for item; and

(g) Payment terms, including any available prompt payment discounts.

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

11.2 PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Audio-Visual Solutions. Unless Contractor has provided a prompt payment discount set forth in ***Exhibit B – Prices for Audio-Visual Solutions***, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments.

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 shall not be considered late if a check or warrant is mailed within the time specified.

11.3 OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar 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 refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

11.4 ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Audio-Visual Equipment and/or Audio-Visual Services furnished by Contractor pursuant to this Contract.

11.5 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, insurance, or payment processing.

11.6 TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

12 **CONTRACT MANAGEMENT**.

12.1 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 Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract 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:

Enterprise Services	**Contractor**
Attn: Kasey Brown	Attn: Aaron Poff
Washington Dept. of Enterprise Services	Ted Brown Music Company, Inc.
PO Box 41411	2654 N Columbia Center Blvd.
Olympia, WA 98504-1411	Richland, WA 99352
Tel: (360) 407-2218	Tel: (509) 578-5199
Email: DESContractsTeamCypress@des.wa.gov	Email: apoff@tedbrownmusic.com

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.

12.2 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 Contract.

12.3 LEGAL NOTICES. Any legal 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:

Enterprise Services	**Contractor**
Attn: Legal Services Manager	Attn: Joseph Smart
Washington Dept. of Enterprise Services	Ted Brown Music Company, Inc.
PO Box 41411	2600 N Columbia Center Blvd., #102
Olympia, WA 98504-1411	Richland, WA 99352
Email: greg.tolbert@des.wa.gov	Email: jsmart@tedbrownmusic.com

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.

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

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

(a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall 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 Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

13.2 VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all 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 Contract sales invoiced (not including sales tax) x .015.

(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 shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.

(d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise 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) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

13.3 WASHINGTON SMALL AND/OR DIVERSE BUSINESS INCLUSION. Quarterly, Contractor shall report to Enterprise Services via email at DESContractsTeamCypress@des.wa.gov its small and diverse business inclusion results pertaining to this Contract. For this Contract and Contractor's utilization of Washington Small Businesses, Washington State certified diverse businesses, and Certified Veteran-Owned Businesses such report shall detail which, if any, such businesses Contractor has utilized for purposes of this Contract and whether such firm(s) meet the applicable Washington State criteria to be a 'Washington Small Business,' a 'diverse

business,' or a Certified Veteran-Owned Business and report the amount paid to each such firm. Contractor shall maintain records supporting such report in accordance with this Contract's records retention requirements.

13.4 ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Audio-Visual Solutions sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- The quantity of EPEAT-registered Audio-Visual Equipment quoted, sold, and its registration status as EPEAT Bronze and Silver or Gold;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

14 RECORDS RETENTION & AUDITS.

14.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this 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.

14.2 AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. 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 Contract or Purchase Orders placed by a Purchaser under this Contract 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 Contract or final payment for any order placed by a Purchaser against this 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.

14.3 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 Contract or Purchase Orders placed thereunder, at a rate of one hundred and twenty-five percent (125%) of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result

of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

15 **INSURANCE**.

15.1 REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in ***Exhibit C – Insurance Requirements***. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Audio-Visual Equipment and/or Audio-Visual Services and no additional payment shall be made to Contractor.

15.2 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 Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Audio-Visual Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

16 **CLAIMS**.

16.1 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 its operations under this 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 Contractor's acts or omissions under this Contract.

16.2 THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless 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") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or

intellectual property infringement. 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.

16.3 INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Audio-Visual Equipment and/or Audio-Visual Services provided, or the use of Audio-Visual Equipment and/or Audio-Visual Services under this Contract. If Purchaser's use of Audio-Visual Equipment and/or Audio-Visual Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Audio-Visual Equipment and/or Audio-Visual Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Audio-Visual Equipment and/or Audio-Visual Services with substantially similar and functionally equivalent non-infringing Audio-Visual Equipment and/or Audio-Visual Services.

17 **DISPUTE RESOLUTION**. The parties shall cooperate to resolve any dispute pertaining to this 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 managers 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.

18 **TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES**.

18.1 TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18.2 TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative

act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Audio-Visual Equipment properly ordered and/or Audio-Visual Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

18.3 TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this 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) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Audio-Visual Equipment/Audio-Visual 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.

18.4 PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Audio-Visual Equipment/Audio-Visual Services more than forty-eight (48) months beyond the expiration date of the Contract.

18.5 CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Audio-Visual Equipment and/or Audio-Visual Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.

18.6 DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

(b) Contractor fails to timely report quarterly contract sales;

(c) Contractor fails to timely pay the vendor management fees when due;

(d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or

(e) Contractor breaches any representation or warranty provided herein.

18.7 SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this 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) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under

this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

18.8 REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this 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 Audio-Visual Equipment and/or Audio-Visual 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 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.

18.9 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; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

18.10 SUSPENSION/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 Audio-Visual Equipment and/or Audio-Visual 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 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.

19 **PURCHASE ORDER TERMINATION**. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

(a) Upon the mutual written agreement of the parties to the Purchase Order;

(b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or

(c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination

for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

20 **PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS**.

20.1 WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

20.2 CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

20.3 ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive 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 records are exempt or protected from public disclosure.

21 **GENERAL PROVISIONS**.

21.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

21.2 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

21.3 NONDISCRIMINATION.

(a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases

enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

(c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

21.4 ENTIRE AGREEMENT. This 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.

21.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

21.6 AUTHORITY. Each party to this 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 Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

21.7 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 Contract. Neither party is an agent of the other party nor authorized to obligate it.

21.8 INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

21.9 ASSIGNMENT. Contractor is subject to the limitation on assignment set forth in Section 4 of this Contract (i.e., Transactional Limits to Satisfy Contractor's Contract Award Status). In addition, Contractor may not assign its rights under this 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 (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this 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 Contract notwithstanding any prior assignment of its rights.

21.10 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

21.11 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

21.12 FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Audio-Visual Equipment and/or Audio-Visual Services to Purchaser.

21.13 SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this 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 Contract.

21.14 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 Contract, nor shall any purported oral modification or rescission of this 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.

21.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

21.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

21.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this 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.

21.18 ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

21.19 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this 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 Contract. Each party hereto and its counsel has reviewed and revised this 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 Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

21.20 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

21.21 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

21.22 CAPTIONS & HEADINGS. The captions and headings in this 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 Contract nor the meaning of any provisions hereof.

21.23 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

21.24 COUNTERPARTS. This 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 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 Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **Department of Enterprise Services**	**TED BROWN MUSIC COMPANY, INC.,** **a Washington State profit company**
By: Michellee M Jemmott	By: Aaron Poff Aaron Poff (Mar 17, 2026 11:51:52 PDT)
Michellee Jemmott	Aaron Poff
Its: IT Procurement Supervisor	Its: Project Manager

EXHIBIT A

INCLUDED AUDIO-VISUAL SOLUTIONS

The contract scope of services and mandatory commitments covers Audio-Visual Equipment and Audio-Visual Services. This is a Solution-based Contract in which the Purchaser may purchase the specified Audio-Visual Equipment and specified Audio-Visual Services as an "Audio-Visual Solution."

Contractor shall provide Purchaser with the following services: consulting, design, installation, maintenance, and warranty coverage.

1. Consulting: Contractor shall provide Purchaser with general Audio-Visual consulting and expertise.

1.1. Contractor shall provide Purchaser with an initial assessment to determine the Purchaser's Audio-Visual needs and the facility's capabilities, including whether there is potential noise interference at the facilities. Contractor must travel to Purchasers' facilities ("site visits") upon Purchaser request. *See* Section 10.12, Travel.

1.2. Purchaser may have Audio-Visual standards or specifications that are specific to them and distinct from other Purchasers. Contractor shall adhere to Purchaser-specific standards/specifications during Contract performance. Purchaser-specific standards or specifications must be stated in a Purchase Order.

1.3. Contractor shall provide Purchaser, upon request, with simplified instruction manual(s) to assist end-users in using and adjusting settings for an Audio-Visual Solution. All training manuals must be limited to 2 pages, include step-by-step instructions, and include visuals or pictures of the Audio-Visual Equipment that correspond to each step of the instructions.

1.4. Contractor shall conduct simplified, in-person or virtual training sessions with Purchasers upon request.

1.5. Contractor shall provide Purchasers with equipment demonstrations of Audio-Visual Equipment, such as Assistive Communication Technology (ACT), upon request and prior to purchase, to allow Purchasers to compare systems and determine which system is most appropriate for their needs.

1.6. Contractor shall advise Purchasers, during the consultation stage, of multiple hardware options to meet their Audio-Visual needs and provide a comparative analysis of the systems, including the advantages and disadvantages, upon request and prior to purchase, to allow the Purchaser to determine which system is most appropriate for their needs.

2. Design: Contractor shall provide Purchaser advice for planning and designing an Audio-Visual Solution.

2.1. Contractor shall provide Purchaser with a written "Purchaser Report" at the end of the design stage that includes the following information:

(a) Contractor shall provide Purchaser with a list of equipment for all rooms where equipment is installed. The equipment list must include the make, model, device type, type of system connection, cost (including the markup percentage), location, warranty period and any other pertinent information.

(b) Contractor shall provide Purchaser with a written "Design Report" explaining how Contractor's design is consistent with the Purchaser's requirements. Purchaser, in cooperation with Contractor, must list Purchaser's deliverables in the report so that both Contractor and Purchaser have clear expectations of the result.

(c) Contractor shall provide Purchaser with drawings of the contemplated Audio-Visual Solution, including Audio-Visual Equipment placement and systems descriptions. Contractor shall consult with Purchaser to determine the level of detail required by Contractor's drawings.

2.2. Purchaser and Contractor should mutually assess the need of utilizing an electrician and determine at which point in the process the electrical work should be performed.

2.3. Contractor shall program the Audio-Visual Solution for the Purchaser's intended use.

3. Installation: Contractor shall provide the Purchaser with an Audio-Visual Technician for installation jobs.

3.1. Contractor shall perform the final testing and calibration of the Audio-Visual Solution, including (but not limited to) setting gain levels, equalization, noise control, feedback control, and echo cancellation. Contractor shall submit a "Commissioning Report" to the Purchaser for review and approval.

4. Maintenance: Contractor shall provide Purchaser with an Audio-Visual Technician to answer questions and adjust, repair, or replace warrantied and non-warrantied Audio-Visual Equipment.

4.1. Contractor shall have an escalation process for any Purchaser service issue that is not resolved within five (5) business days from the date that Contractor adjusted, repaired, or replaced warrantied and non-warrantied Audio-Visual Equipment.

4.2. Contractor shall have an ongoing Purchaser feedback process demonstrating Contractor's approach to proactively seek, collect, and resolve any negative Purchaser feedback.

5. Contractor Qualifications. Contractor's personnel shall adhere to the following Leadership Competencies:

(a) Utilize knowledge, skills and awareness for building work environments grounded in diversity, equity, inclusion, and respect where people thrive, missions are accomplished, and the public is served and balance the diverse needs, perspectives, and opinions of the people involved.

(b) Demonstrate self-awareness, knowledge, understanding and commitment to creating and improving a diverse, equitable, respectful, and inclusive workplace.

(c) Critically evaluate information gathered from multiple sources, reconcile conflicts, deconstruct high-level information into details, abstract up from low-level information to a general understanding, and distinguish user requests from the underlying needs.

(d) Proactively communicate and collaborate with external and internal customers to analyze information needs and functional requirements and demonstrate understanding of the

import of public service taking action with the community instead of for the community with particular attention to historically disenfranchised communities.

(e) Excellent verbal and written communication skills and the ability to interact professionally with a diverse group, executives, managers, and subject matter experts.

(f) Provide strong analytical and product management skills, including a thorough understanding of how to interpret customer business needs and translate them into application and operational requirements.

(g) Help organizations to improve their performance, operating primarily through the analysis of existing organizational problems and the development of plans for improvement.

(h) Present suggestions as a written report and oral presentation, which can help entities implement their recommendations.

(i) Maintain objectivity and the highest levels of integrity.

(j) Apply a holistic and systemic approach to improve performance through root cause analysis.

6. Audio-Visual Equipment Specifications. Contractors shall provide Purchaser with Audio-Visual Equipment that meet the specifications below.

6.1. Assistive Listening Systems must be accessible to both Bluetooth and Telecoil based hearing aids and cochlear implants.

6.2. Contractor shall notify Purchaser of the existence of any compatibility issues between Contractor's Audio-Visual Equipment and Purchaser's existing-or-planned hardware, software, or network. Purchaser must provide Contractor access in a timely fashion to necessary areas and equipment sites and must provide Contractor with information, as necessary, in order for Contractor to determine compatibility.

6.3. Contractor shall specify the type of system connection for all Audio-Visual equipment offered under the Contract, including whether the Audio-Visual Equipment's system connection is a Wireless Access Point, Wi-Fi, or Local Access Network.

6.4. It is preferred that Audio-Visual Equipment sold under this Contract achieve EPEAT Bronze and Silver or Gold registration. Contractor must present options for EPEAT registered Audio-Visual Equipment to Purchaser at the time of quote, If EPEAT registered Audio-Visual Equipment is available and applicable to Purchaser's project.

7. Supply Chain and Inventory. Contractor must have a resilient supply chain and/or sufficient ongoing inventory levels to withstand any unexpected short-term disruptions in the market and continue to supply the State with needed goods. Contractor shall:

7.1. Utilize at least five (5) different suppliers (either manufacturers or distributors) of Audio-Visual Equipment.

7.2. Offer at least thirty (30) different brands of Audio-Visual Equipment.

7.3. Have processes that Contractor utilizes when an established supplier/manufacturer no longer can supply certain Audio-Visual Equipment, such as offering similar Audio-Visual Equipment that performs the same functions.

7.4. Have sufficient inventory levels that Contractor maintains day to day for cables, speakers, microphones, and displays in the event of expedited Purchaser orders

7.5. Have supply chain resilience strategies and/or programs in place to reduce short-term disruptions to the State.

Exhibit B

PRICES FOR AUDIO-VISUAL SOLUTIONS

Audio-Visual Equipment	
Audio-Visual Equipment Brand	**% off MSRP**
Absen	19.00%
Allen & Heath	25.00%
Audio Technica	6.00%
AVer	0.00%
Biamp Systems	33.00%
Chief Mounts	30.00%
Crown Audio	30.00%
Da-Lite Screens	19.00%
Draper	30.00%
Epson	41.00%
Extron	19.00%
FSR	15.00%
Furman	9.00%
Gator Cases	38.00%
Global Cache	15.00%
Hewlett Packard	0.00%
JBL Professional	19.00%
Juice Goose	20.00%
LEA	30.00%
Liberty Wire & Cable	33.00%
Listen Technologies	14.00%
Lowell Manufacturing	33.00%
Middle Atlantic	0.00%
Netgear	32.00%
Primacoustic	30.00%
Radio Design Labs	25.00%
Rapco Cables	33.00%
RF Venue	20.00%
Samsung	25.00%
Shure	10.00%
Symetrix	30.00%
Yamaha PAC	25.00%

Hourly Rate Positions	
Position Titles	**Hourly Rate**
Design Consultant - Handles the design, development, and implementation of complex Audio-Visual Solutions, including creating detailed plans and specifications for projects, such as design reports and systems descriptions, and programming Audio-Visual Solutions.	$95.00
Audio-Visual Consultant - Handles general Audio-Visual consulting, Purchaser training, and the development of Purchaser training manuals.	$95.00
Project Manager - Plans, organizes, supervises, and executes Audio-Visual jobs.	$95.00
Project Administrator/Assistant - Responsible for administrative and day-to-day tasks, such as scheduling, budgeting, and communication.	$95.00
Project Engineer - Handles the technical and engineering aspects of Audio-Visual jobs.	$95.00
Audio-Visual Technician - Standard Business Hours (6:00 AM through 6:00 PM Pacific Time, Mon. – Fri. excluding Holidays) - Handles installation, questions, service requests, and troubleshooting for non-warrantied Audio-Visual Equipment.	$95.00
Audio-Visual Technician - Outside Standard Business Hours (6:01 PM - 5:59 AM, Pacific Time, Mon. - Fri. + Weekends) - Handles installation, questions, service requests, and troubleshooting for non-warrantied Audio-Visual Equipment.	$142.50

Prevailing Wage positions		
Trade	**Job Classification**	**Percentage (%) Above L&I Prevailing Wage Rate**
Electronics Technician (WAC 296-127-01322)	Journey Level	30.00%
Inside Wireman Electrician (WAC 296-127-01323)	Journey Level	30.00%
Inside Wireman Electrician (WAC 296-127-01323)	Apprentice Level	30.00%
Inside Wireman Electrician (WAC 296-127-01323)	Cable Splicer	30.00%
Carpenter)WAC 296-127-01310)	Acoustic Worker	30.00%

Laborer (WAC 296-127-01344)	General Laborer	30.00%

Audio-Visual Equipment Extended Warranty		
Extended Warranty Term	**Rate**	**Warranty Notes**
Two-Year Extended Warranty	5%	Standard - applies to all equipment*
Three-Year Extended Warranty	7.50%	Standard - applies to all equipment*
Four-Year Extended Warranty	10%	Standard - applies to all equipment*
Two-Year Extended Warranty	15%	Rapid Replacement - product specific*
Three-Year Extended Warranty	20%	Rapid Replacement - product specific*
Four-Year Extended Warranty	25%	Rapid Replacement - product specific*
		*Terms and conditions apply

Audio-Visual Services Extended Warranty		
Extended warranty term	**Rate**	**Warranty notes**
Two-Year Extended Warranty	5%	4-5 Business Days Response *
Three-Year Extended Warranty	7.50%	4-5 Business Days Response *
Four-Year Extended Warranty	10%	4-5 Business Days Response *
Two-Year Extended Warranty	15%	< 2 Business Day Response *
Three-Year Extended Warranty	20%	< 2 Business Day Response *
Four-Year Extended Warranty	25%	< 2 Business Day Response *
		*Terms and conditions apply

Managed Support		
Support item	**Rate**	**Notes**
Service and maintenance agreement	Intentionally left blank by Contractor	Rates are calculated based on project price, estimated labor, and service frequency.

EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the term of this Contract, Contractor shall possess 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, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    d. 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.

    e. 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 Contract.

    The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage 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. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by 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**. When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract**. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

   Email: DESContractsTeamCypress@des.wa.gov

   Note: The Email Subject line must state:
   Contract Insurance Certificate – Statewide Contract No. 00224
   Audio-Visual Solutions

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 include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. 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) calendar 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 Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

Ted Brown Music Company Exhibit D - Contract

Final Audit Report 2026-03-17

Created:	2026-03-17
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"Ted Brown Music Company Exhibit D - Contract" History

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