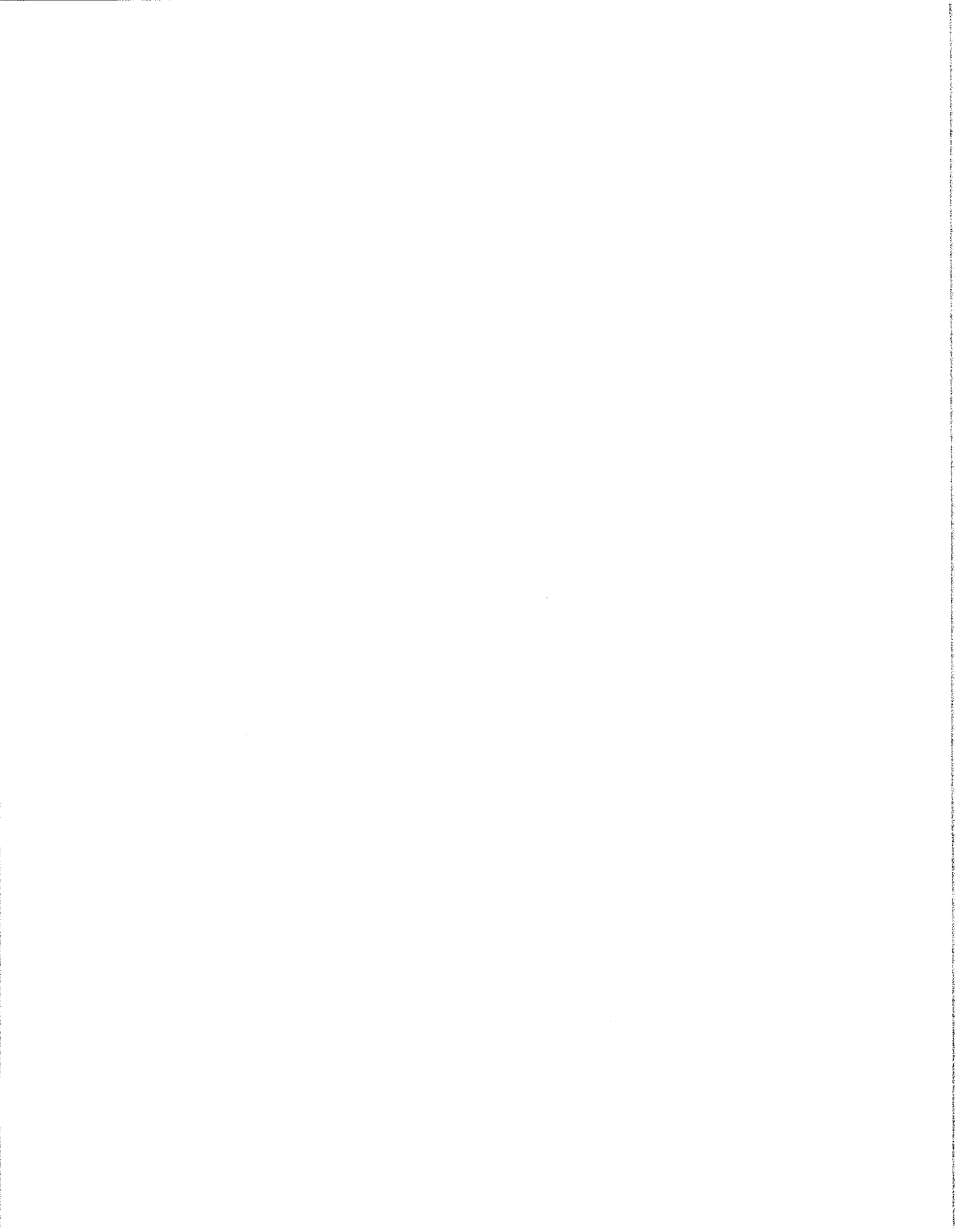


PART VI

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 18th day of August, 2016, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **M3 Technology Group Inc**, doing business as a corporation located in the City of Nashville, County of Davidson, and State of Tennessee, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One Hundred Nine Thousand, Six Hundred Sixty Dollars and No Cents (\$109,660.00) quoted in the proposal by the CONTRACTOR, dated July 12, 2016, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Mission Critical Partners LLC for Audio Visual Systems for Phase II of PSOC project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as forty-five (45) calendar days. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

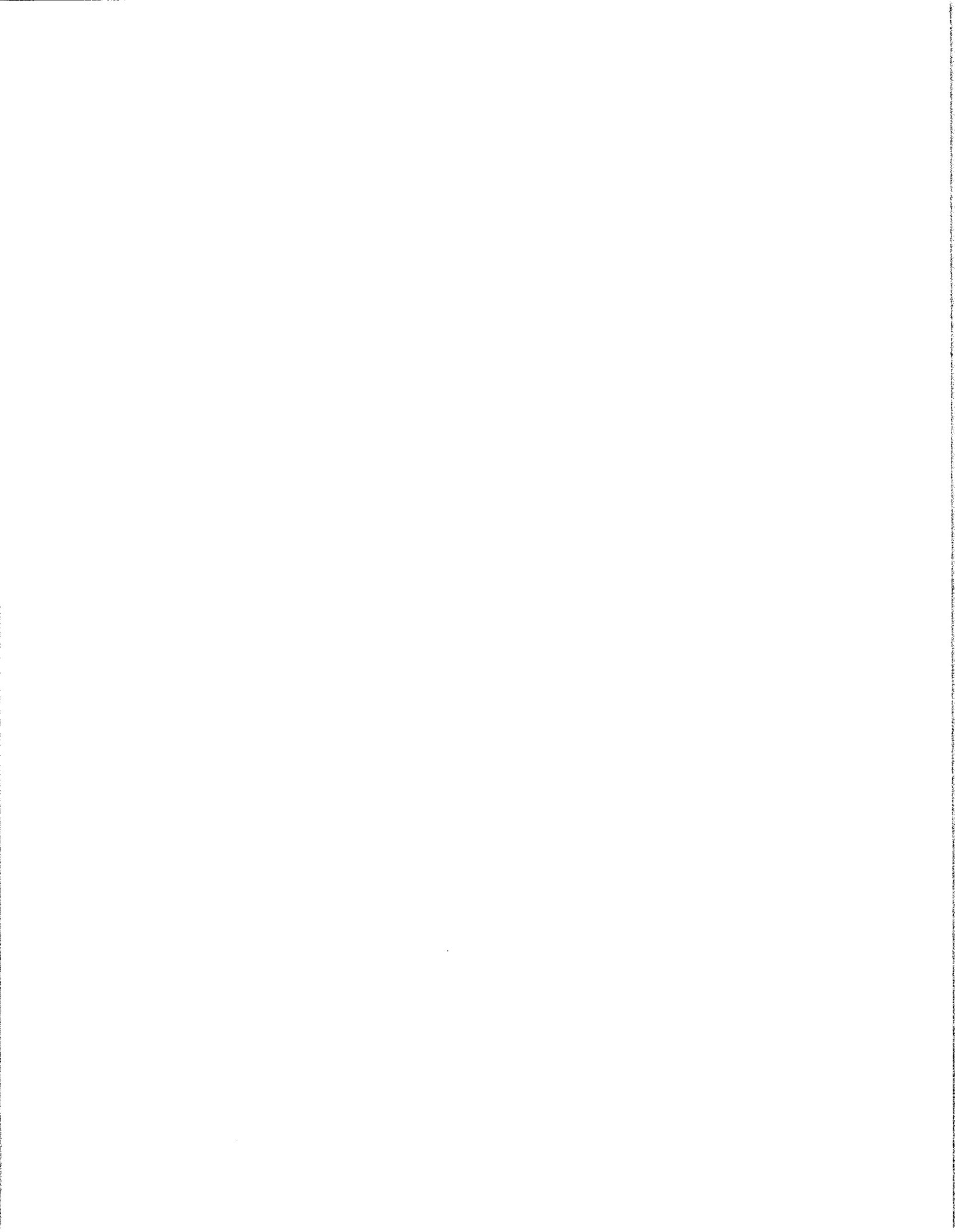
Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.



6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

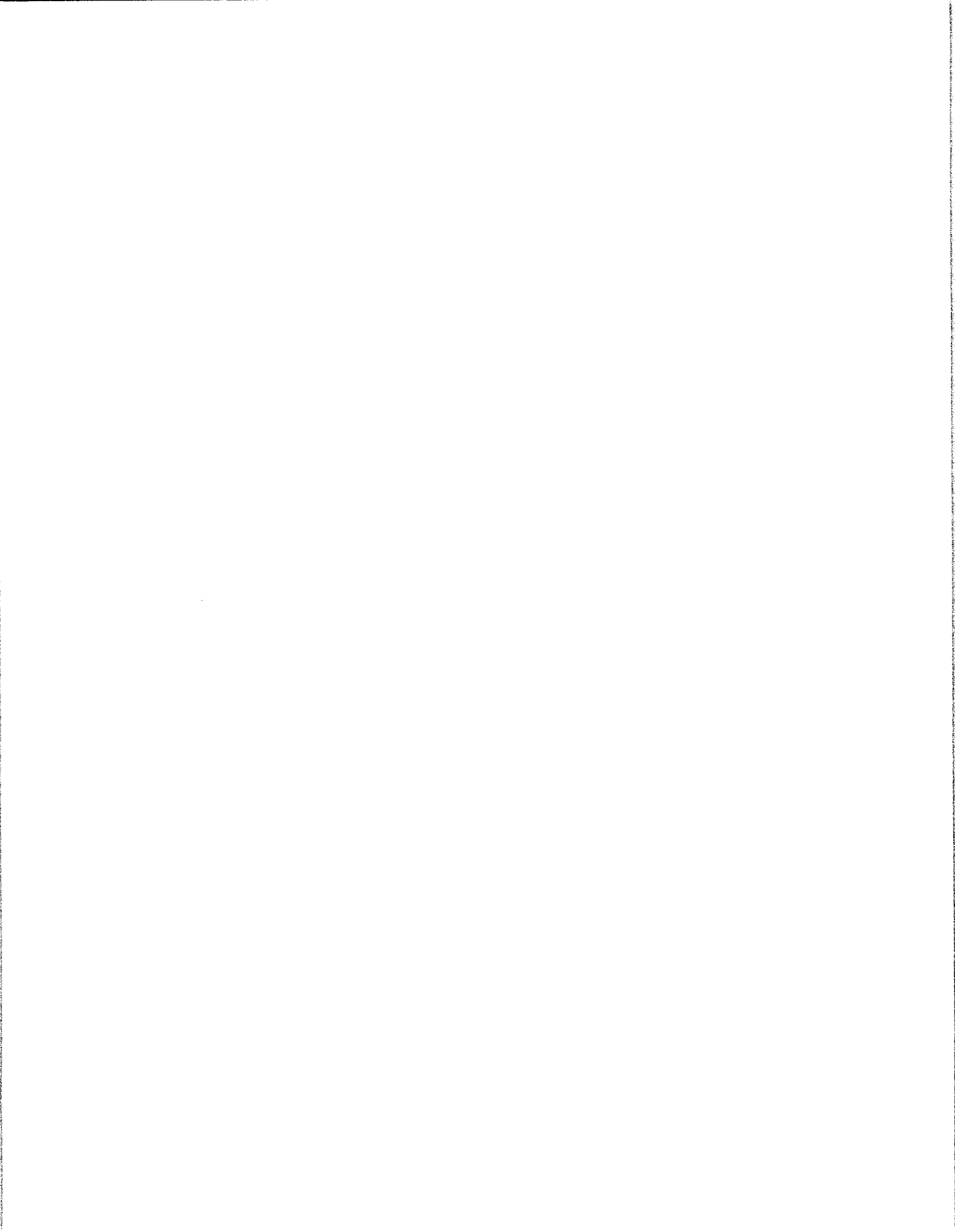
If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

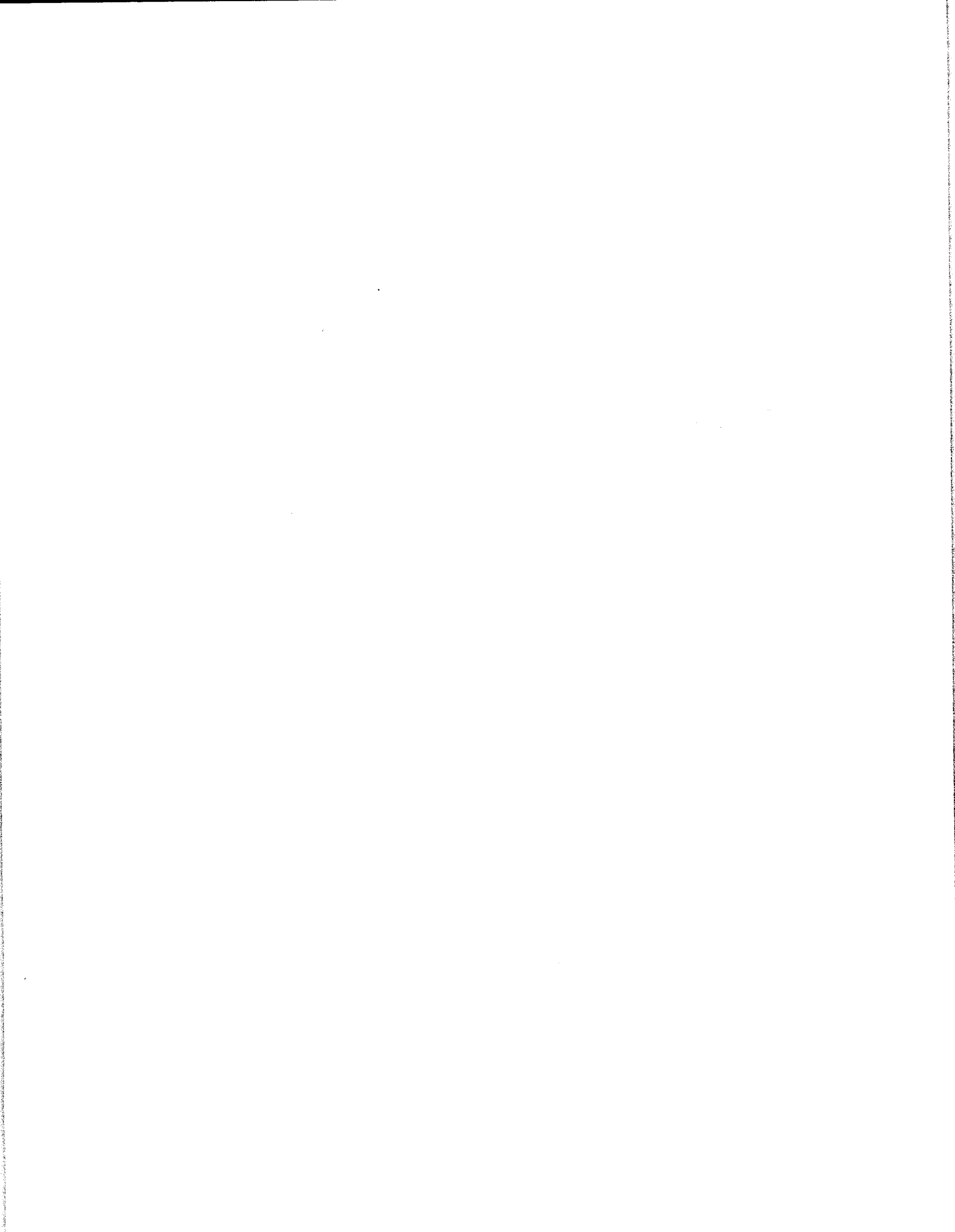
The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.



9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 36
IV	General Conditions	GC 1 thru 51
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VI	Contract Agreement	CA 1 thru 5
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VIII	Addenda	AD 1 thru 1
IX	Technical Specifications and Drawing	1 thru 19



IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:

Mark DeLoe
Clerk of the Urban County Council

BY: *[Signature]*
MAYOR

[Signature]
(Witness)

(Title)

(Seal)

M3 Technology Group, Inc. _____

(Contractor)

(Secretary)*
Rebecca Betts
(Witness)
Rebecca Betts

BY: *Kelly Burns*
Kelly Burns
'COO

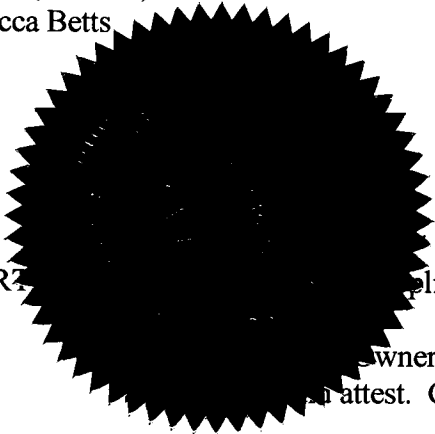
(Title)

925 Airpark Center Drive

Nashville, TN 37217

(Address and Zip Code)

IMPOR... applicable terms.



owner should attest. If the CONTRACTOR is corporation,
attest. Give proper title of each person-executing Contract.

1000

PART VII

PERFORMANCE BOND

BDA 750741

KNOW ALL MEN BY THESE PRESENTS, that

M3 Technology Group, Inc.

(Name of CONTRACTOR)

925 Airpark Center Drive Nashville, TN 37217

(Address of CONTRACTOR)

a Corporation _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and AMCO Insurance Company
(Name of Surety)

1100 Locust Street Des Moines, Iowa 50391

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: One Hundred Nine Thousand Six Hundred Sixty Dollars and no/100 Dollars, (\$ 109,660.00), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for AV Systems (project name) Lexington PSOC Phase II in accordance with drawings and specifications prepared by: (the Engineer) which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

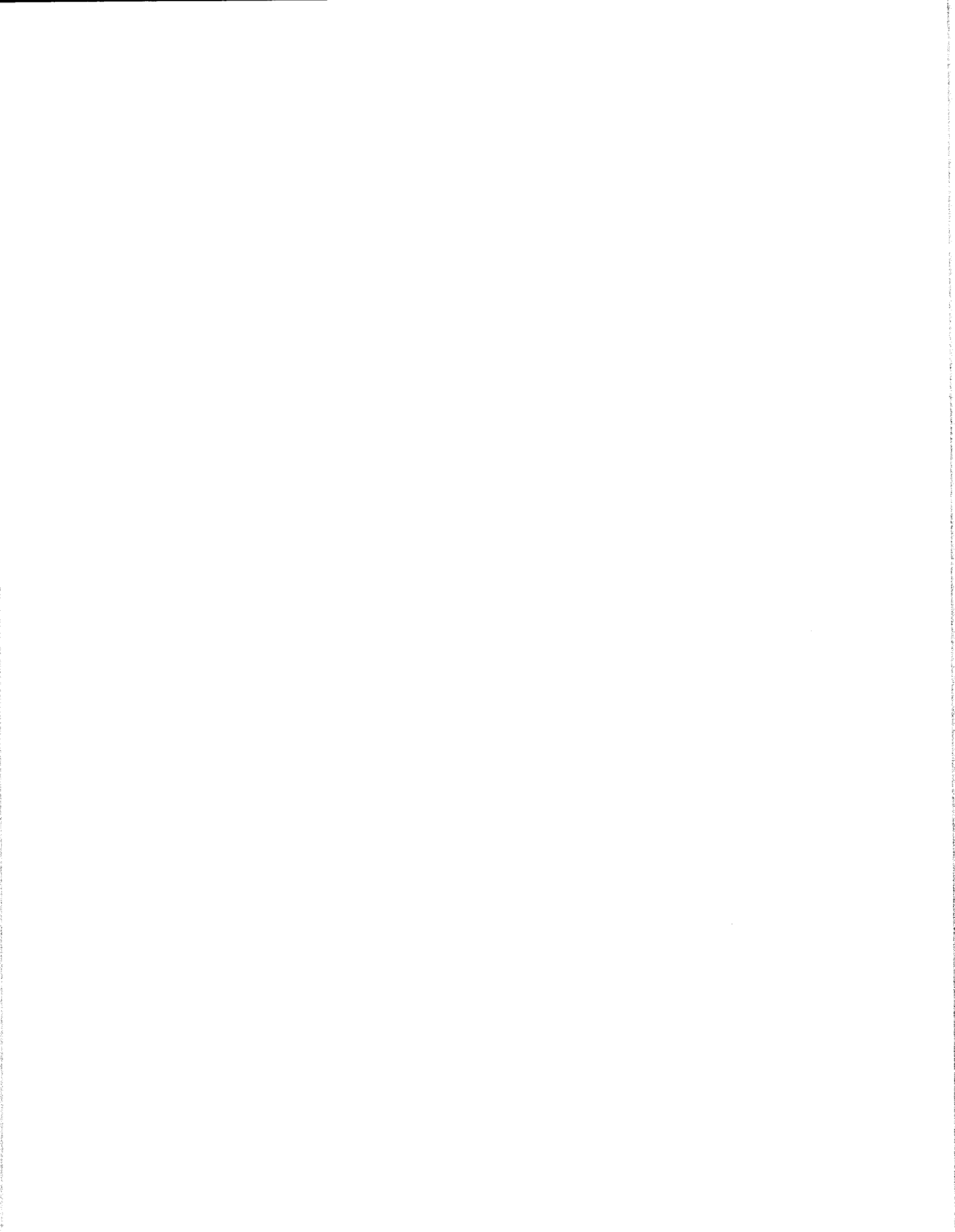
Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:



- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.



IN WITNESS WHEREOF, this instrument is executed in three (3) each one of which shall be
(number)
deemed an original, this the 30th day of August, 2016.

ATTEST:

(Principal) Secretary

M3 Technology Group, Inc.
Principal

Kelly Burns

BY: Kelly Burns, COO (s)

925 Airpark Center Drive
(Address)
Nashville, TN 37217

Rebecca Beth
Witness as to Principal

Same
(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Kimberly Bessell
Witness as to Surety

(Address)

AMCO Insurance Company

Surety
BY: *Gary Pigg*
Attorney-in-Fact, Gary Pigg
120 Anderson Lane Hendersonville, TN 37075
(Address)



TITLE: _____
Surety

BY: _____

TITLE: _____

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.



PART VII

PAYMENT BOND

BDA 750741

KNOW ALL MEN BY THESE PRESENT: that

M3 Technology Group, Inc.
(Name of Contractor)

925 Airpark Center Drive Nashville, TN 37217
(Address of Contractor)

a Corporation, hereinafter
(Corporation, Partnership or Individual)

called Principal, and AMCO Insurance Company
(Name of Surety)

1100 Locust Street Des Moines, IA 50391
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

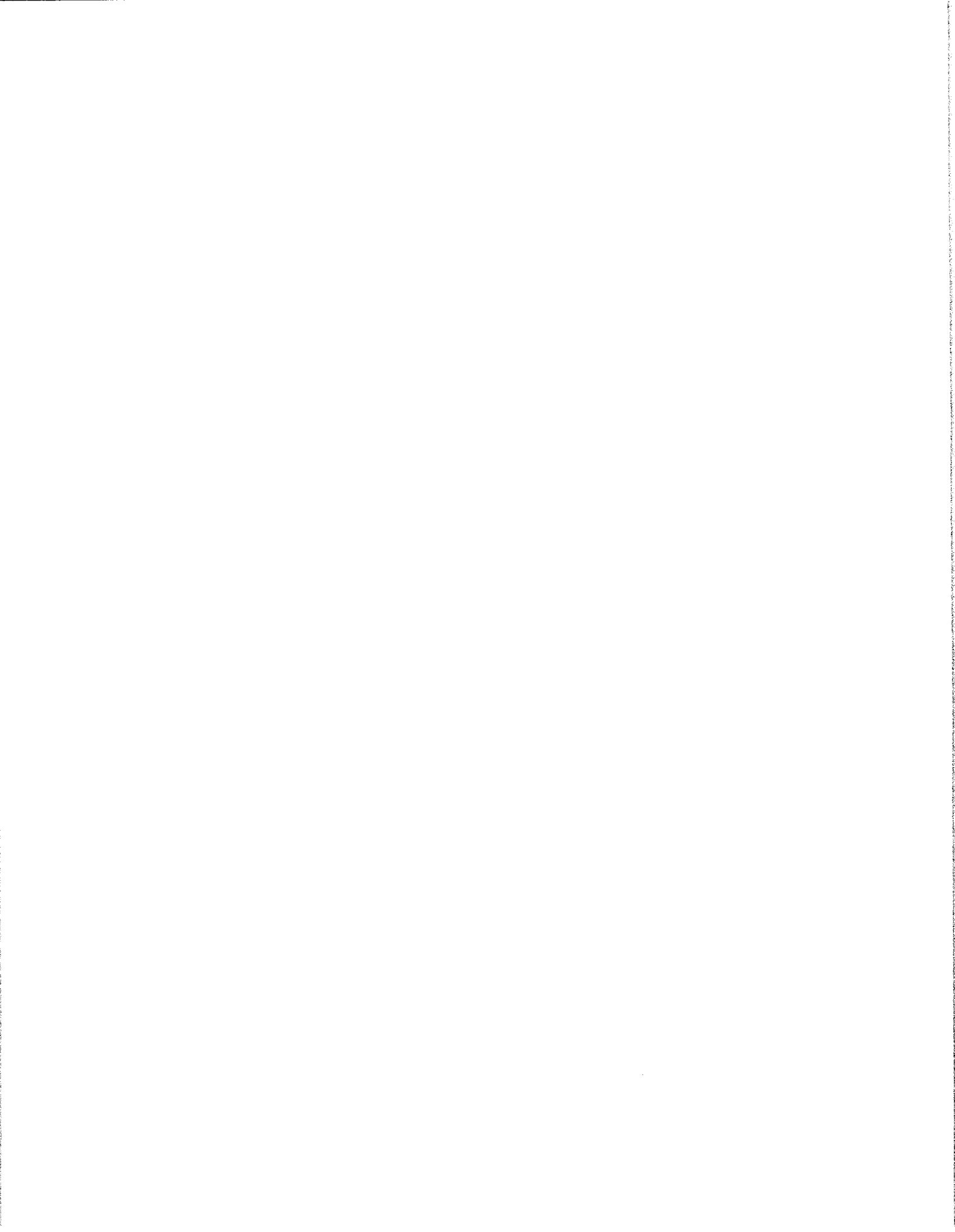
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of One Hundred Nine Thousand Six Hundred and Sixty Dollars and 00/100 Cents Dollars (\$ 109,660.00) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

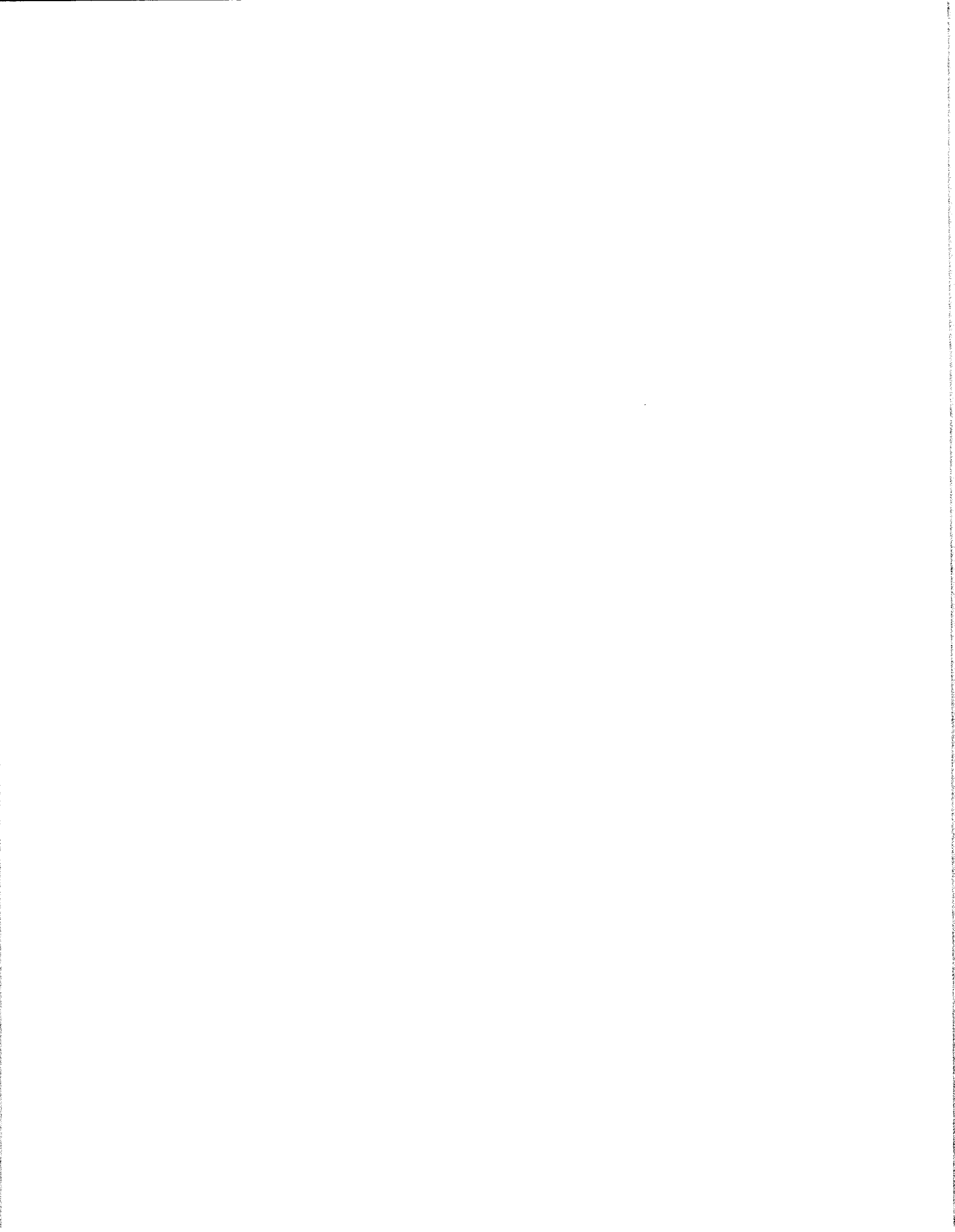
WHEREAS, Principal by written agreement is entering into a Contract with OWNER for AV Systems **(project name)** Lexington PSOC Phase II in accordance with drawings and specifications prepared by: (the Engineer) which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.



2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.



IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of (number)

which shall be deemed an original, this the 30th day of August, 20 16.

ATTEST:

M3 Technology Group, Inc.
(Principal)

(Principal) Secretary

(SEAL)

Kelly A Burns
BY: Kelly Burns, COO (S)

925 Airpark Center Drive
(Address)
Nashville, TN 37217

Rebecca Beth
(Witness to Principal)

(Address)

ATTEST:

AMCO Insurance Company
(Surety)

Kimberly Bunnell
(Surety) Secretary

BY: Gary Pigg
(Attorney-in-Fact), Gary Pigg



(SEAL)

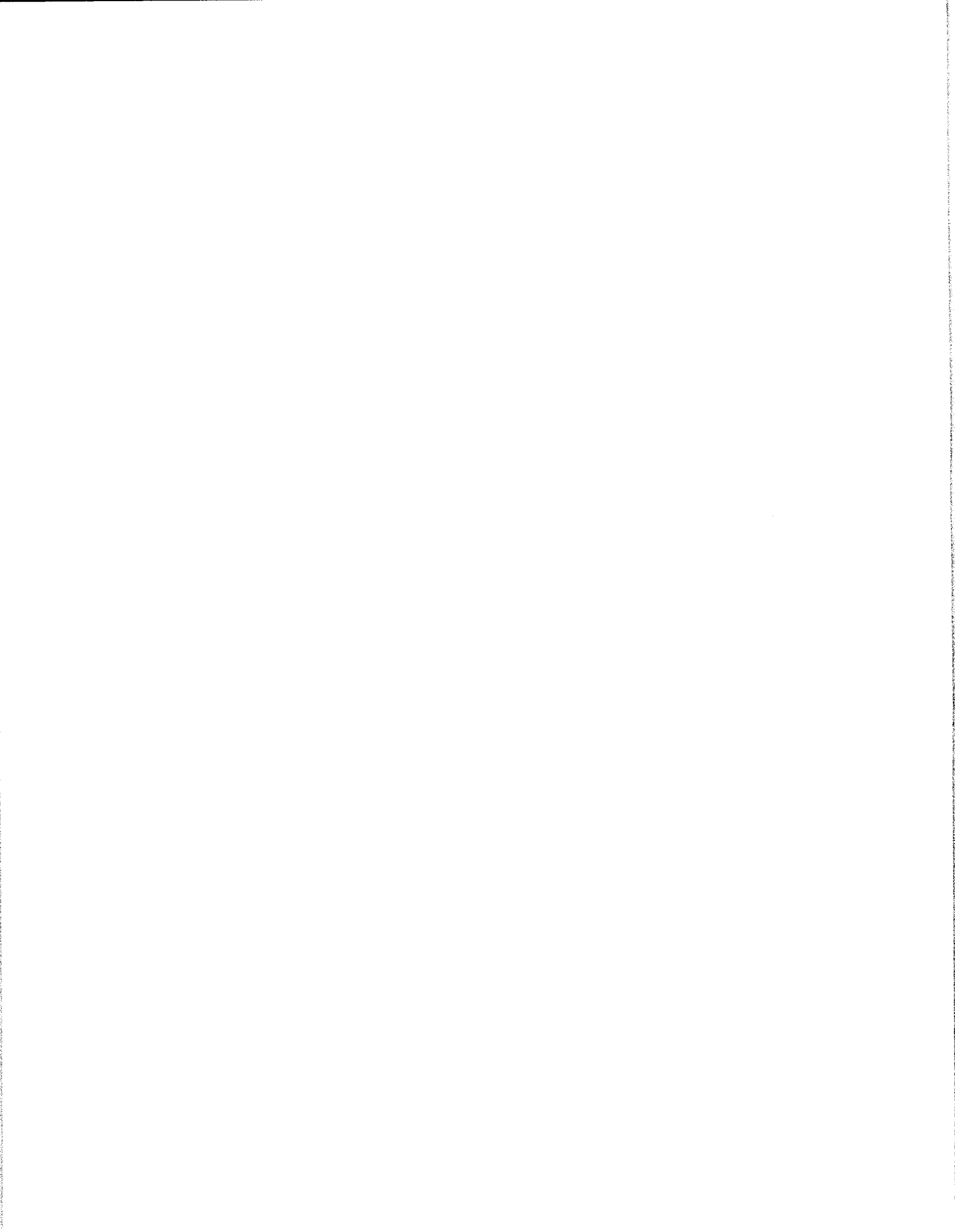
Witness as to Surety

120 Anderson Lane Hendersonville, TN 37075
(Address)

(Address)

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Gary Pigg

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Two Hundred Thousand and no/100

\$200,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

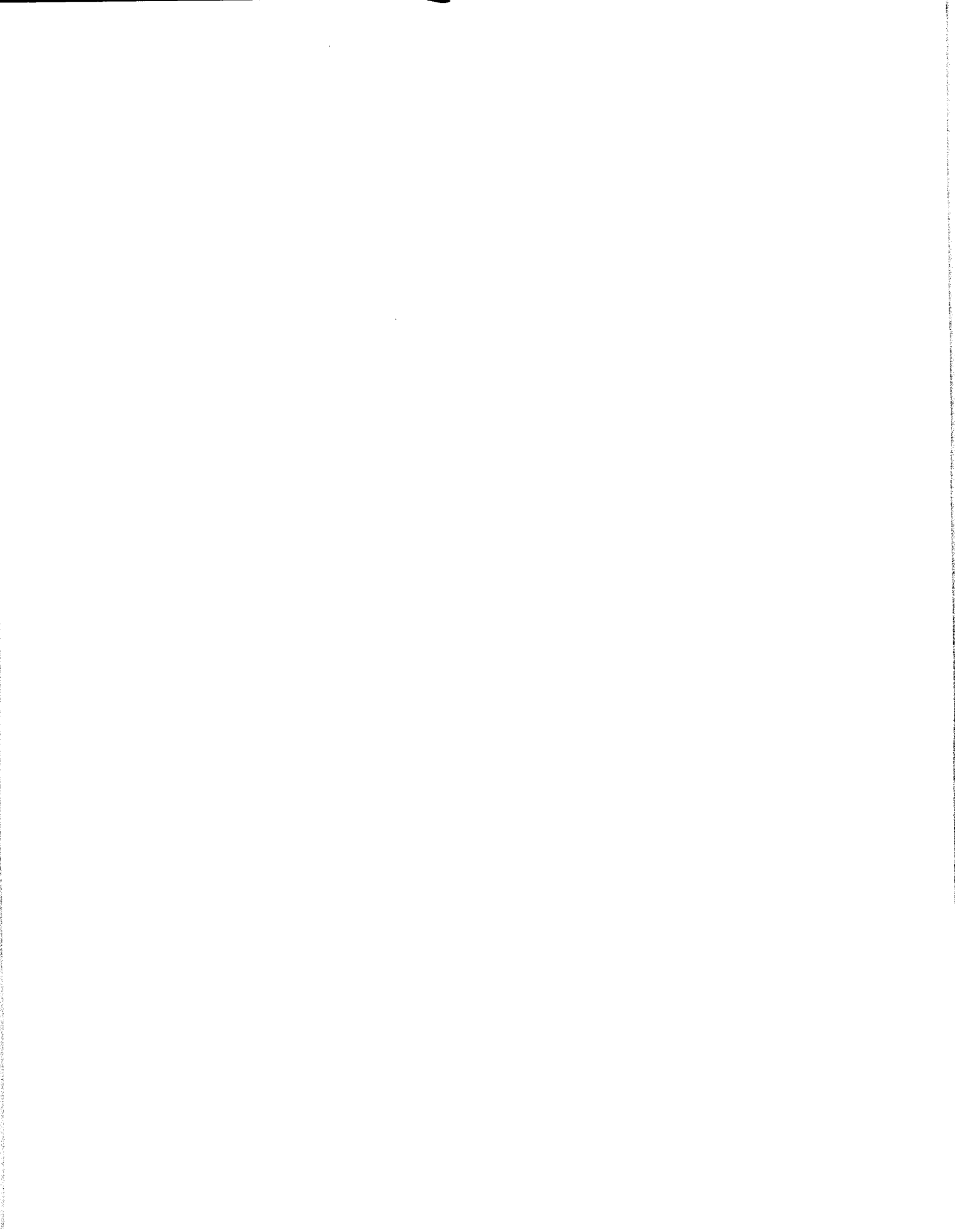
CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 30th day of August, 2016.

Secretary

This Power of Attorney Expires March 24, 2017





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PIGG INSURANCE 120 ANDERSON LANE HENDERSONVILLE TN 37075-	CONTACT NAME: GARY PIGG	
	PHONE (A/C No, Ext): (615) 822-1989 FAX (A/C, No): (615) 822-5858 E-MAIL ADDRESS: GARY@PIGGINSURANCE.COM	
INSURED M3 TECHNOLOGY GROUP, INC DBA MULTI-MEDIA MASTERS, INC. 925 AIRPARK CENTER DR. NASHVILLE TN 37217-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NATIONWIDE PROP & CASUALTY INS	37877
	INSURER B: HOUSTON CASUALTY CO.	42374
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

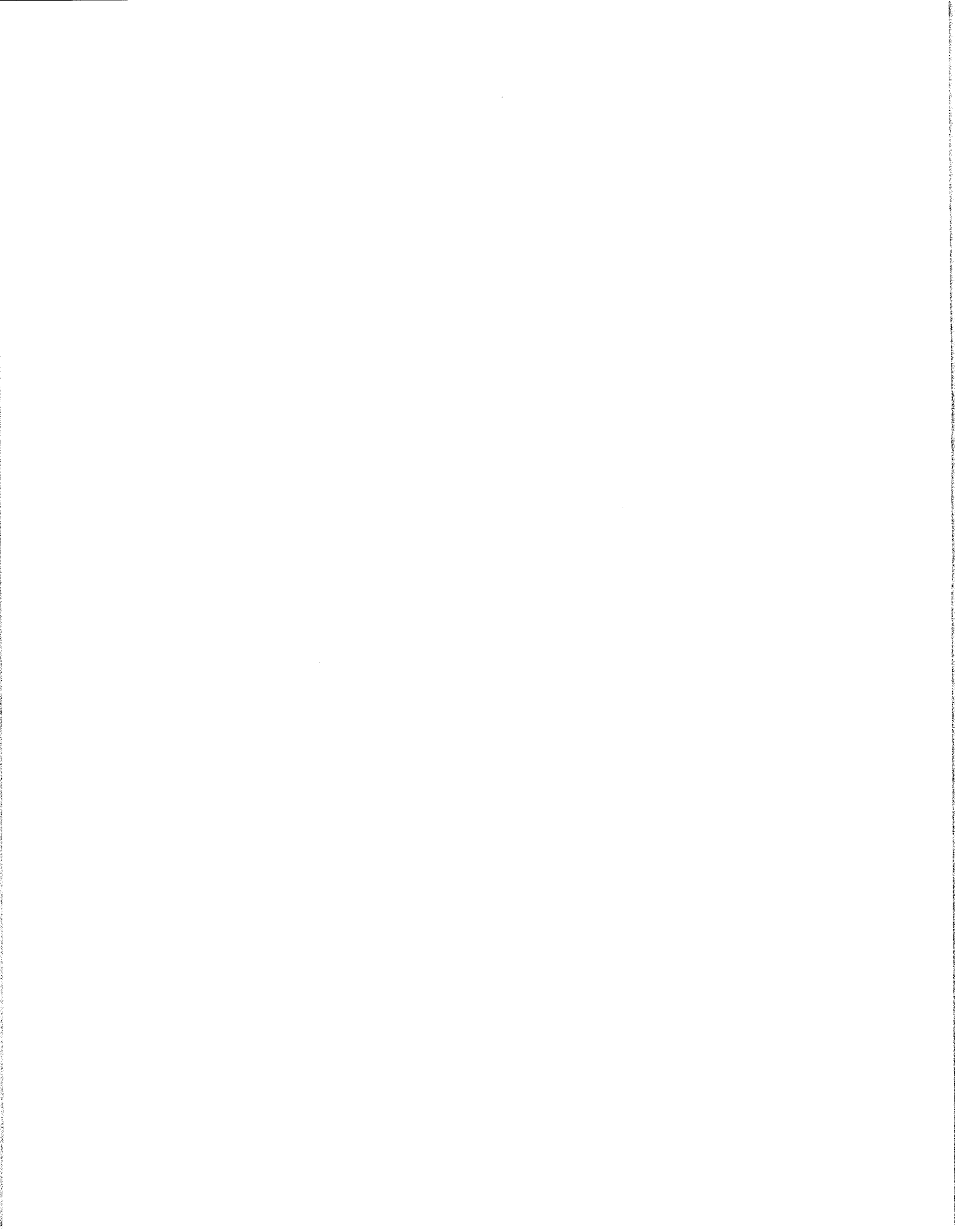
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		ACP GLKO 5635646754	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 0
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP BAK 5635646754	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			ACP CAF 5635646754	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACP WCK 5635646754 BRUCE CORDELL IS EXCLUDED	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INLAND MARINE			ACP CIM 5635646754	06/01/2016	06/01/2017	STORED MATERIALS 1,500,000
B	PROFESSIONAL LIABILITY			HCC 1463643	10/29/2015	10/29/2016	1,000,000/2,000,000 DED 10,000

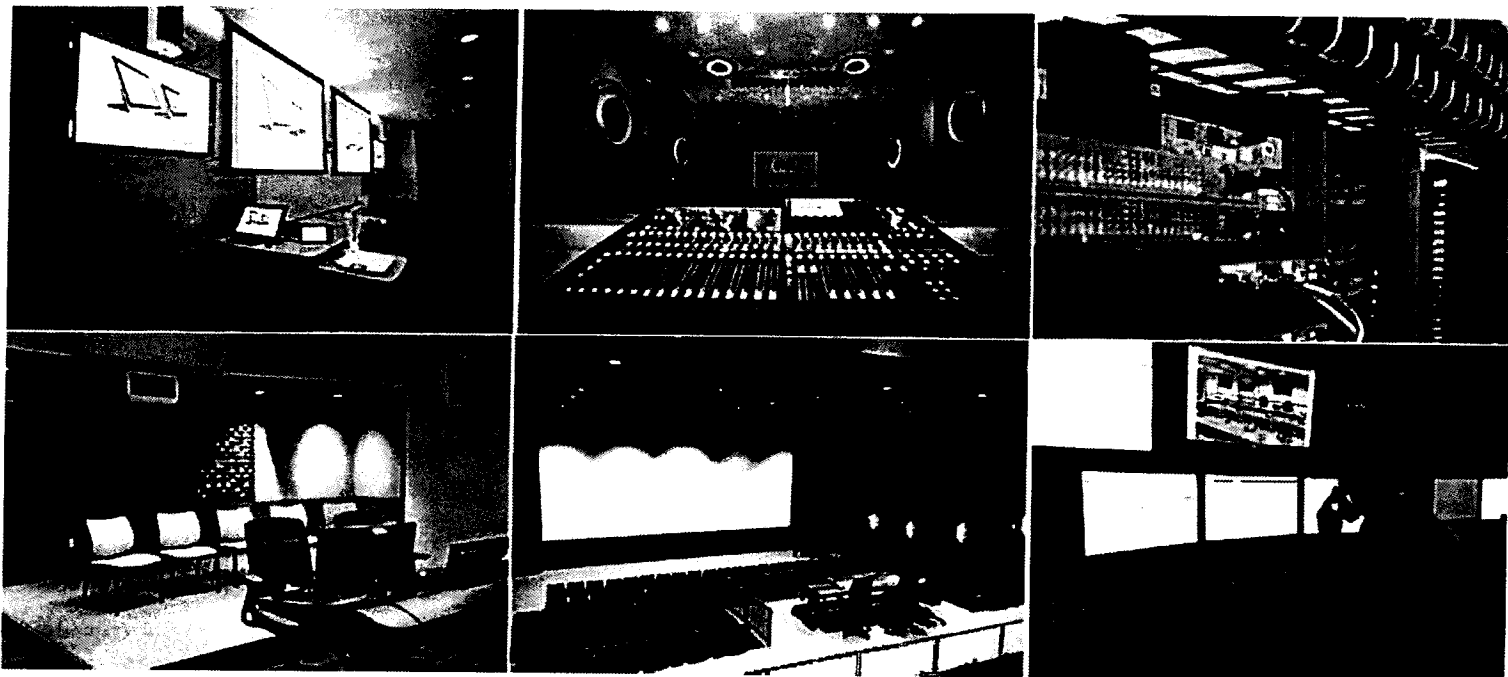
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LFUGG IS LISTED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER **CANCELLATION**

() - () - LFUGG 200 E MAIN ST. LEXINGTON KY 40507-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---





Response to: **Bid Number: 95-2016**

AudioVisual Systems for Phase II of PSOC

Prepared by: Rebecca Betts, Director of Business Development
Collin McGinley, Account Executive
M3 Technology Group, Inc.

Date: July 12, 2016

Submitted to: LFUCG
Director, Division of Central Purchasing
Third Floor, 200 East Main Street
Lexington, KY 40507



Nashville | Knoxville | Memphis | Huntsville
877-227-0717 | M3TechGroup.com

Nashville
925 Airpark Center Drive
Nashville, TN 37217
615-227-0717

Knoxville
8705 Unicorn Drive, #114
Knoxville, TN 37923
865-691-1124



Bicsi

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General Information

The following M3 representatives are primary contacts relating to this project:

Primary Contact during RFP Process:

Rebecca Betts, Director of Business Development
Tel: 615-227-0717 | rebeccabetts@m3techgroup.com

Sales Representative:

Collin McGinley, Account Manager
Tel: 877-227-0717 | email: collinmcginley@m3techgroup.com

Service Contact:

Will Pettus, CTS-I, Service Manager
Tel: 615-227-0717 | email: WillPettus@m3techgroup.com

M3 Network Operations Center: 877-227-0717 | service@m3techgroup.com

M3 Corporate Mailing Address:

M3 Technology Group, Inc.
925 Airpark Center Drive
Nashville, TN 37217

Branch:
8705 Unicorn Drive, A114
Knoxville, TN 37923

Tel: 615-227-0717
Fax: 615-227-2788

Forward

M3 Technology Group Inc. offers the enclosed response to Request for Bid for Audio Visual Systems for Phase II of PSOC in accordance with the project specifications issued by Lexington Fayette urban County Government

Supplemental information may be appended to this proposal in accordance with the specifications as follows:

- **Contractor Qualification Requirements Form**
- **M3 company overview and additional supporting materials for demonstrating M3's exceptional reputation and experience delivering projects of this nature. A listing of these items is provided in the Table of Contents.**
- **Product Specification Sheets**

PART III

Invitation to Bid No. 95-2016

Audio Visual Systems for Phase II of PSOC

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: July 12, 2016

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by M3 Technology Group, Inc.

925 Airpark Center Drive Nashville, TN 37217

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Tennessee, doing business as M3 Technology Group, Inc.
a Corporation "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **Audio Visual Systems for Phase II of PSOC** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:
M3 Technology Group Inc
Nashville, TN

SURETY:
AMCO Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:
Lexington Fayette Urban County

BOND AMOUNT: 5% Five percent of amount of bid

PROJECT:
AV Install for Public Safety Complex Phase II

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of July 2016

Rebecca Beth

(Witness)

M3 Technology Group Inc
(Principal) _____ (Seal)

(Title)

Eric Fae

(Witness)

AMCO Insurance Company
(Surety) _____ (Seal)

(Title) Gary Rigg, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Gary Pigg

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Two Hundred Thousand and no/100

\$200,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 11th day of July, 2016.

Secretary

This Power of Attorney Expires March 24, 2017

The Bidder hereby acknowledges receipt of the following addenda: **NONE**

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Addendum No. ____ Date _____

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

2. **LEGAL STATUS OF BIDDER**

Bidder M3 Technology Group, Inc.

Date July 12, 2016

* 1. A corporation duly organized and doing business under the laws of the State of Tennessee, for whom Kelly Burns, bearing the official title of COO, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

* 2. ~~A Partnership, all of the members of which, with addresses are: (Designate general partners as such)~~

* 3. ~~An individual, whose signature is affixed to this Bid/Proposal (please print name)~~

*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. **BIDDERS AFFIDAVIT**

Comes the Affiant, Rebecca Betts, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Rebecca Betts and he/she is the individual submitting the bid or is the authorized representative of M3 Technology Group, Inc., the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Rebecca Betts

(Affiant)

STATE OF Tennessee

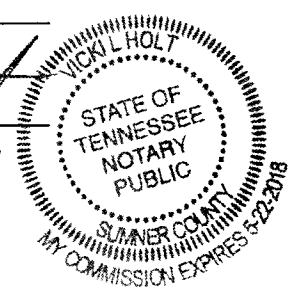
COUNTY OF Sumner

The foregoing instrument was subscribed, sworn to and acknowledged before me by

Rebecca Betts on this the 11th day of July, 2016.

My Commission expires: 5-22-18

Vicki L. Holt
NOTARY PUBLIC, STATE AT LARGE



4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
1.	E911 (Room 146A) Equipment/Materials as per specs for Fifty Four Thousand One Hundred Eighty Dollars and Twenty Five Cents	LS	\$ 54,180.25
2.	E911 (Room 146A) Labor as per specs for Seven Thousand Seven Hundred Fifty Dollars 00/100—Cents	LS	\$ 7,750.00
3.	Matrix Switching System Equipment/Materials as per specs for Thirty Eight Thousand Seven Hundred Forty Two Dollars and Fifty Cents	LS	\$ 38,742.50
4.	Matrix Switching System Labor as per specs for Three Thousand Seven Hundred Fifty Dollars 00/100—Cents	LS	\$ 3,750.00
5.	Rooms 144 and 153 Equipment/Materials as per specs for Two Thousand Seven Hundred Eighty Seven Dollars and Twenty Five Cents	LS	\$ 2,787.25
6.	Rooms 144 and 153 Labor as per specs for Two Thousand Four Hundred Fifty Dollars 00/100—Cents	LS	\$ 2,450.00

TOTAL OF ALL BID PRICES FOR Audio Visual Systems for Phase II of PSOC (Items 1-6) in words and figures. In case of discrepancy, the amount shown in words will govern.

One Hundred Nine Thousand Six Hundred and Sixty Dollars and 00/100 Cents

(\$ 109,660.00)

Submitted by:

M3 Technology Group, Inc.
Firm

925 Airpark Center Drive
Address

Nashville, TN 37217
City, State & Zip

***Bid must be signed:
(original signature)***


Signature of Authorized Company Representative – Title

Rebecca Betts
Representative/s Name (Typed or Printed)

615-227-0717 x 116 615-227-2788
Area Code – Phone – Extension *Fax #*

rebeccabetts@m3techgroup.com
E-Mail Address

OFFICIAL ADDRESS:

925 Airpark Center Drive

Nashville, TN 37217

_____ (Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package



M3 Technology Group, Inc. (Nashville)
 925 Airpark Center Drive
 Nashville, TN, 37217
 Phone: (615) 227-0717
 Web: m3techgroup.com

Quote

Order No.: QT-161795
 Quoted Date: Jul-08-2016
 Delivery Date: Aug-07-2016
 Quote Expires: LEXFAY
 Your Customer #: LEXFAY

BILL TO:	SHIP TO:
Lexington-Fayette Urban County Government Attn: Division of Purchasing 200 East Main Street 3rd Floor, Room 338 Lexington KY 40507	Lexington-Fayette Urban County Government Attn: Division of Purchasing 200 East Main Street 3rd Floor, Room 338 Lexington KY 40507

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 30 Days	Rebecca Betts - Collin McGintley

Job/Room Reference	SHIPPING TERMS	SHIP VIA
95-2016 AV Systems for Phase II of PSOC	Quoted (line item)	UPS Ground

NO.	ITEM	QTY.	PRICE	EXTENDED PRICE
Matrix Switching System and Control System				
1	CREDMMD32X32RPS: 32x32 DigitalMedia™ Switcher w/Redundant Power Supply	1.00	10,350.00	10,350.00
2	CRESTRON: (DMC-4K-C-HDCP2) HDBaseT Certified 4K DigitalMedia 8G+ Input Card for DM	8.00	732.00	5,856.00
3	CREDMC4KHDHDCP2*: 4K HDMI® Input Card for DM® Switchers	8.00	450.00	3,600.00
4	CREDMC4KCOHDHDCP2: 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	7.00	732.00	5,124.00
5	CREDMC4KHDO: 2-Channel 4K HDMI® Output Card for DM	3.00	1,013.00	3,039.00
6	RGBQVHDX: RGB QuadView HDx 4 window system with 4 graphic/HD Inputs plus a background channel*	1.00	4,373.00	4,373.00
7	CREIDOPADLCA2DSWCB: iPanel® Wall Dock for iPad Air® 2, Black	2.00	422.00	844.00
8	APPIPADAIR: 9.7" iPad Air 16 GB WIFI	2.00	624.00	1,248.00
8	CRECP3: 3-Series Control System®	1.00	1,013.00	1,013.00
9	CISSG30010MPP: Cisco Small Business SG300-10MPP - switch - 10 ports - managed - desktop, rack-mountable	1.00	389.00	389.00
10	C2G40304: 6ft High Speed HDMI Cable	2.00	9.00	18.00
11	C2G40305: 10' High Speed HDMI w/ Ethernet	4.00	12.00	48.00
12	C2G42516: 2M HDMI to DVI Cable	5.00	9.00	45.00
13	MISCELLANEOUS: Cables, Connectors, Hardware, Etc.	1.00	250.00	250.00
14	INSTALLATION: Labor to Install	1.00	1,500.00	1,500.00
15	PROGRAMMINGTN: System Programming	1.00	750.00	750.00
16	SHIPPING: Shipping	1.00	220.00	220.00
17	MISCELLANEOUS: P&P Bond	1.00	651.25	651.25
911 Room 146A Equipment, Materials and Labor				
18	CREDMTX201C: DigitalMedia 8G+™ Transmitter 201	6.00	732.00	4,392.00
19	CREDMRMCSCALERC: Crestron DigitalMedia 8G+™ Receiver & Room Controller w/Scaler	9.00	788.00	7,092.00

Continued...



M3 Technology Group, Inc. (Nashville)
 925 Airpark Center Drive
 Nashville, TN, 37217
 Phone: (615) 227-0717
 Web: m3techgroup.com

Quote

Order No.: QT-161795
 Quoted Date: Jul-08-2016
 Delivery Date:
 Quote Expires: Aug-07-2016
 Your Customer #: LEXFAY

BILL TO:	SHIP TO:
Lexington-Fayette Urban County Government Attn: Division of Purchasing 200 East Main Street 3rd Floor, Room 338 Lexington KY 40507	Lexington-Fayette Urban County Government Attn: Division of Purchasing 200 East Main Street 3rd Floor, Room 338 Lexington KY 40507

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 30 Days	Rebecca Betts - Collin McGinley

Job/Room Reference	SHIPPING TERMS	SHIP VIA
95-2016 AV Systems for Phase II of PSOC	Quoted (line item)	UPS Ground

NO.	ITEM	QTY.	PRICE	EXTENDED PRICE
20	NECE655: NEC E655 - 65" LED LCD Public Display Monitor w/built in ATSC/NTSC tuner, 1920x1080 (FHD) native resolution, limited RS-232 control, HDMI x3, VGA, RCA Component/Composite, USB Media Player, Built in speakers, Tabletop stand not included, 3 Year Warranty	6.00	2,320.00	13,920.00
21	CHFTS525TU: Thin Swing Arm (Large)	6.00	382.00	2,292.00
22	NECE905AVT: 90 inch LED LCD monitor with tuner	2.00	8,790.00	17,580.00
23	CHFPDRUB: Large Dual Arm W/ Universal	2.00	582.00	1,164.00
24	EPSON: (V11H735020) PowerLite Pro L1100U-6000 Lumen Laser Projector	1.00	5,399.00	5,399.00
25	CHFRPAUW: Universal Rpa White	1.00	152.00	152.00
26	CHFCMA440: Ceiling Plate, 8" X 24"	1.00	92.00	92.00
27	CHFCMA640W: Shield Ring, White	1.00	12.00	12.00
28	CHFCMS009W: Fixed Pipe, 9", White	1.00	27.00	27.00
29	C2G40304: 6.6' High Speed HDMI w/Ethernet	13.00	9.00	117.00
30	C2G40305: 10' High Speed HDMI w/ Ethernet	4.00	12.00	48.00
31	MISCELLANEOUS: Cables, Connectors, Hardware, Etc.	1.00	627.00	627.00
32	INSTALLATION: Labor to Install	1.00	3,000.00	3,000.00
33	PROGRAMMINGTN: System Programming	1.00	4,750.00	4,750.00
34	SHIPPING: Shipping	1.00	615.00	615.00
35	MISCELLANEOUS: P&P Bond Rooms 144 and 153	1.00	651.25	651.25
36	CREDMRMCSALERC: Crestron DigitalMedia 8G+™ Receiver & Room Controller w/Scaler	2.00	788.00	1,576.00
37	C2G40304: 6.6' High Speed HDMI w/Ethernet	4.00	9.00	36.00
38	C2G40305: 10' High Speed HDMI w/ Ethernet	2.00	12.00	24.00
39	MISCELLANEOUS: Cables, Connectors, Hardware, Etc.	1.00	400.00	400.00
40	INSTALLATION: Labor to Install	1.00	1,500.00	1,500.00
41	PROGRAMMINGTN: System Programming	1.00	950.00	950.00
42	SHIPPING: Shipping	1.00	100.00	100.00
43	MISCELLANEOUS: P&P Bond	1.00	651.25	651.25

Continued...



M3 Technology Group, Inc. (Nashville)
 925 Airpark Center Drive
 Nashville, TN, 37217
 Phone: (615) 227-0717
 Web: m3techgroup.com

Quote

Order No.: QT-161795
 Quoted Date: Jul-08-2016
 Delivery Date:
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 Your Customer #: LEXFAY

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Lexington-Fayette Urban County Government Attn: Division of Purchasing 200 East Main Street 3rd Floor, Room 338 Lexington KY 40507	Lexington-Fayette Urban County Government Attn: Division of Purchasing 200 East Main Street 3rd Floor, Room 338 Lexington KY 40507

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 30 Days	Rebecca Betts - Collin McGinley

Job/Room Reference	SHIPPING TERMS	SHIP VIA
95-2016 AV Systems for Phase II of PSOC	Quoted (line item)	UPS Ground

NO.	ITEM	QTY.	PRICE	EXTENDED PRICE
CATV System Equipment and Labor				
44	MISCELLANEOUS: Splitters, RG-6 Coax and Connectors	1.00	998.00	998.00
45	INSTALLATION: Labor to Install	1.00	1,500.00	1,500.00
46	MISCELLANEOUS: P&P Bond	1.00	651.25	651.25
47	SHIPPING: Shipping	1.00	25.00	25.00

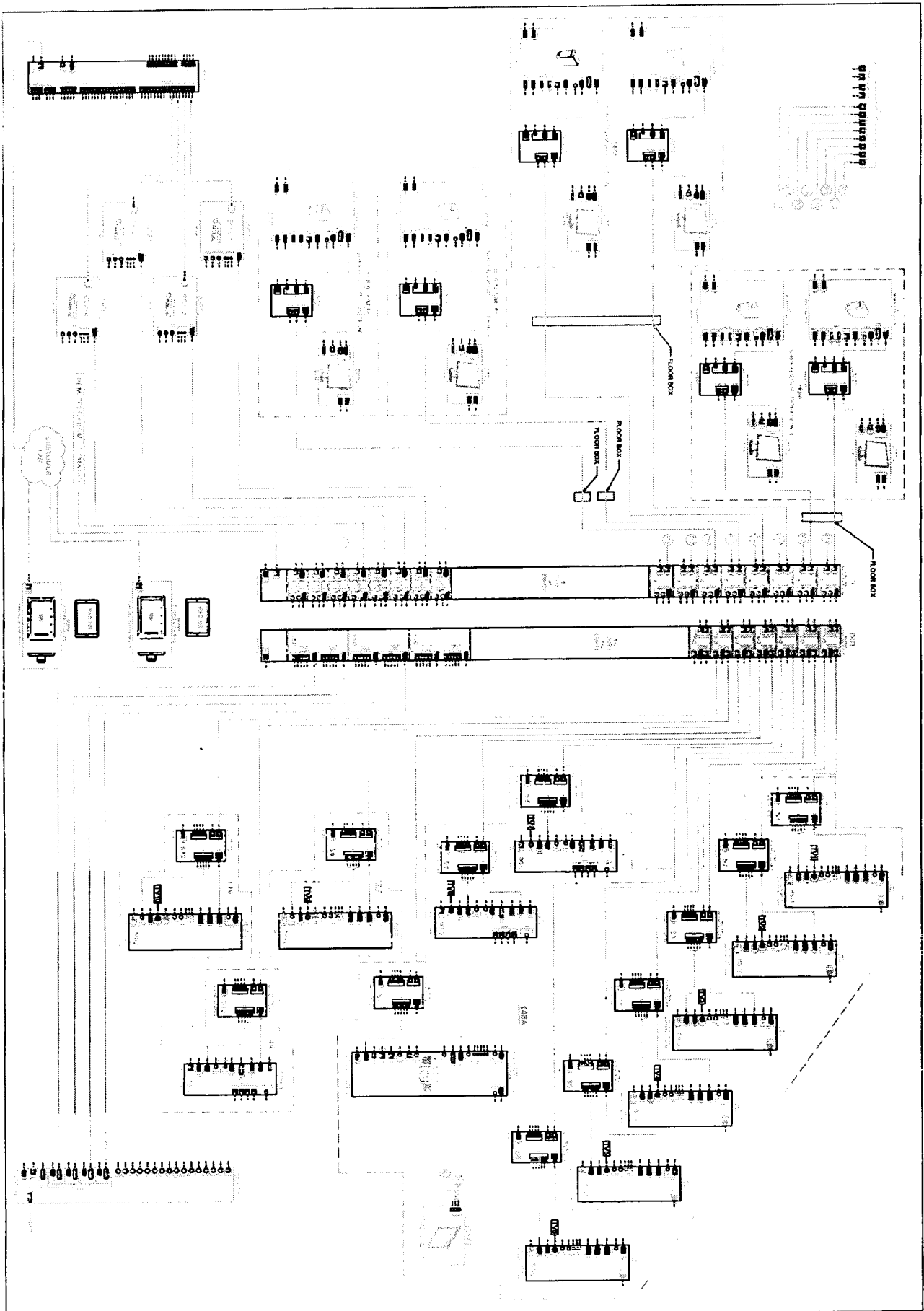
Should purchaser fail to pay the full amount of the charges herein by the due date shown on related invoice(s), the unpaid amounts of such invoice(s) shall accrue interest at a rate of 1.5% per month. Additionally, purchaser agrees to pay all of seller's cost of collection, including attorneys' fees. RETURNED GOODS may be subject to a restocking fee. All shipments F.O.B. manufacturer.

SubTotal: 109,660.00

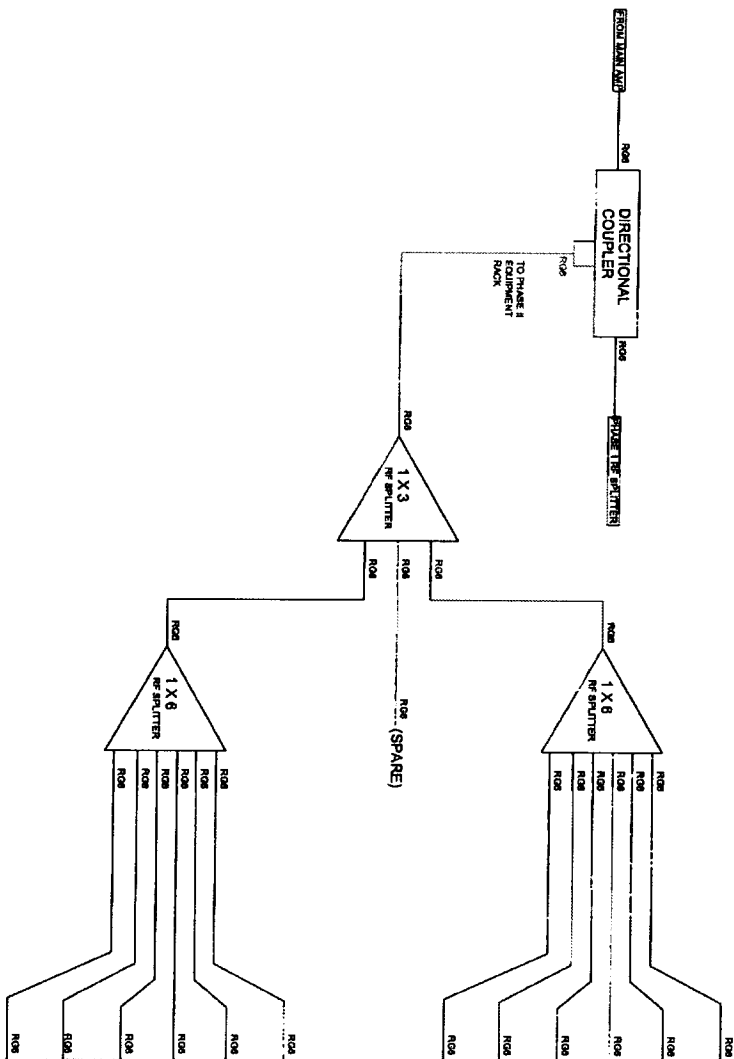
Tax: 0.00

Total: 109,660.00

Accepted By: _____ Date: _____



PSOC PH-II AUDIO/VIDEO LINE SCHEMATIC	DATE: 7-7-18	DRAWN BY: AV 101	CHECKED BY: SO-000000
	PROJECT: AV SYSTEM		
<p style="text-align: center;">LEXINGTON Fayette Urban City Government PSOC PHASE II AUDIO/VIDEO SYSTEM</p>			
		3030 Lexington Station Lexington, KY 40503 Phone: 606-258-4713 Fax: 606-258-4714 Email: info@lexingtonky.gov	



The Atlantic States
 Telephone System
 Phone 411
 1000 Blandford
 Raleigh, NC 27601-1100
 1-800-448-1100
 1-800-448-1100
 1-800-448-1100

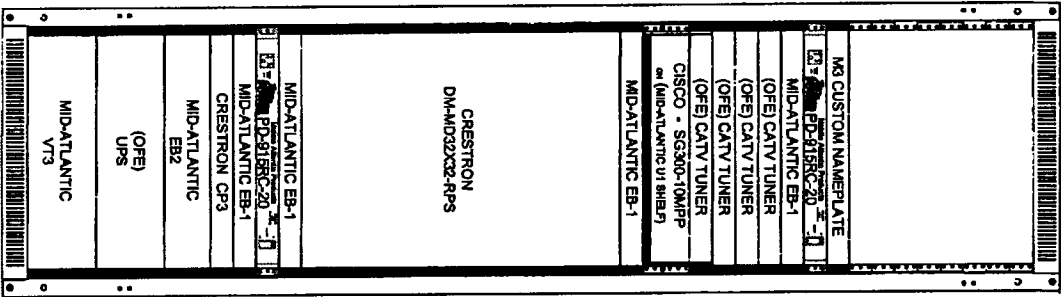
LEXINGTON
 Fayette Urban City Government
PSOC PHASE II
CATV SYSTEM

LINE	TYPE	DESCRIPTION	DATE
1	NEW	INSTALLATION	7-7-16
2	REPAIR	REPAIR	
3	REPAIR	REPAIR	
4	REPAIR	REPAIR	
5	REPAIR	REPAIR	
6	REPAIR	REPAIR	
7	REPAIR	REPAIR	
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18	REPAIR	REPAIR	
19	REPAIR	REPAIR	
20	REPAIR	REPAIR	

PSOC PHASE II
 CATV SYSTEM
 DATE: 7-7-16
 DRAWN: CATV 101
 SO-XXXXXX

44 SPACE

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MRK4431-AV
MID-ATLANTIC

1995 Shipping Date
 Model No. 118
 Serial No. 118
 Part No. 118
 Contact: 1-800-441-1188
 Fax: 1-800-441-1188
 Email: 118@ups.com

LEXINGTON Fayette Urban Cty Government PSOC PHASE II RACK LAYOUT

TYPE	AV	VIDEO	OTHER
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PSOC PHII
RACK LAYOUT

7-7-16
RK 101
SO-XXXXXX

LFUCG PSOC Phase II - 32x32

DMC-D: Todd Lewis / D-4K-000-110923-2522
DMC-E: Todd Lewis / E-4K-000-120321-1678
Created: 7/7/2016

Contact Name: Todd Lewis
Email: toddlewis@m3video.com
Company: M3 Technology Group

If you would like to use this as your purchase order, please email the PDF version to orders@crestron.com (or fax to 201-767-1905). Be sure to include all standard order information as well: Bill-To Address, Ship-To Address, Shipping Method

Actual product availability is subject to verification. Please refer to the current Crestron price list, and consult your Crestron representative, to confirm availability and pricing for each product.

DM Switcher Configuration



Project Name: LFUCG PSOC Phase II - 32x3
 Contact Name: Todd Lewis

Company: M3 Technology Group

Created: 7/7/2016
 Email: toddlewis@m3video.com

Qty	Model (Switcher)	Dealer Net	List
1	DM-MD32X32-RPS (6507188) - 32x32 DigitalMedia™ Switcher w/Redundant Power Supply	\$9,200	\$18,400
Slot	Model (Input Cards)	Dealer Net	List
1	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
2	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
3	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
4	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
5	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
6	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
7	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
8	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
9	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
10	DMC-4K-C-HDCP2 (6507321) - HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$650	\$1,300
11	Empty	N/A	N/A
12	Empty	N/A	N/A
13	Empty	N/A	N/A
14	Empty	N/A	N/A
15	Empty	N/A	N/A
16	Empty	N/A	N/A

Actual product availability is subject to verification. Please refer to the current Crestron price list, and consult your Crestron representative, to confirm availability and pricing for each product.

DM Switcher Configuration



Project Name: LFUCG PSOC Phase II - 32x3
Contact Name: Todd Lewis

Company: M3 Technology Group

Created: 7/7/2016
Email: toddlewis@m3video.com

Slot	Model (Input Cards)	Dealer Net	List
17	Empty	N/A	N/A
18	Empty	N/A	N/A
19	Empty	N/A	N/A
20	Empty	N/A	N/A
21	Empty	N/A	N/A
22	Empty	N/A	N/A
23	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
24	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
25	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
26	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
27	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
28	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
29	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
30	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
31	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800
32	DMC-4K-HD-HDCP2 * (6507421) - 4K HDMI® Input Card for DM® Switchers	\$400	\$800

* DisplayPort to HDMI cables not included.

Actual product availability is subject to verification. Please refer to the current Crestron price list, and consult your Crestron representative, to confirm availability and pricing for each product.

DM Switcher Configuration



Project Name: LFUCG PSOC Phase II - 32x3
 Contact Name: Todd Lewis

Company: M3 Technology Group

Created: 7/7/2016
 Email: toddlewis@m3video.com

Slot	Model (Output Cards)	Dealer Net	List
1	DMC-4K-CO-HD-HDCP2 (6507483) - 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$650	\$1,300
2	DMC-4K-CO-HD-HDCP2 (6507483) - 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$650	\$1,300
3	DMC-4K-CO-HD-HDCP2 (6507483) - 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$650	\$1,300
4	DMC-4K-CO-HD-HDCP2 (6507483) - 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$650	\$1,300
5	DMC-4K-CO-HD-HDCP2 (6507483) - 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$650	\$1,300
6	DMC-4K-CO-HD-HDCP2 (6507483) - 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$650	\$1,300
7	DMC-4K-CO-HD-HDCP2 (6507483) - 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$650	\$1,300
8	DMC-4K-CO-HD-HDCP2 (6507483) - 2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$650	\$1,300
9	DMC-BLANK	N/A	N/A
10	DMC-BLANK	N/A	N/A
11	DMC-BLANK	N/A	N/A
12	DMC-BLANK	N/A	N/A
13	DMC-4K-HDO * (6507120) - 2-Channel 4K Scaling HDMI® Output Card for DM® Switchers	\$900	\$1,800
14	DMC-4K-HDO * (6507120) - 2-Channel 4K Scaling HDMI® Output Card for DM® Switchers	\$900	\$1,800
15	DMC-4K-HDO * (6507120) - 2-Channel 4K Scaling HDMI® Output Card for DM® Switchers	\$900	\$1,800
16	DMC-4K-HDO * (6507120) - 2-Channel 4K Scaling HDMI® Output Card for DM® Switchers	\$900	\$1,800

If you would like to use this as your purchase order, please email the PDF version to orders@crestron.com (or fax to 201-767-1905). Be sure to include all standard order information as well: Bill-To Address, Ship-To Address, Shipping Method

Actual product availability is subject to verification. Please refer to the current Crestron price list, and consult your Crestron representative, to confirm availability and pricing for each product.

DM Switcher Configuration



Project Name: LFUCG PSOC Phase II - 32x3
Contact Name: Todd Lewis

Company: M3 Technology Group

Created: 7/7/2016
Email: toddlewis@m3video.com

Qty	Model (Transmitters)	Dealer Net	List
6	DM-TX-201-C (6503838) - DigitalMedia 8G+® Transmitter 201	\$3,900	\$7,800
Qty	Model (Receivers)	Dealer Net	List
12	DM-RMC-SCALER-C (6505405) - DigitalMedia 8G+® Receiver & Room Controller w/Scaler	\$8,400	\$16,800
Total:		\$40,800	\$81,600

Actual product availability is subject to verification. Please refer to the current Crestron price list, and consult your Crestron representative, to confirm availability and pricing for each product.

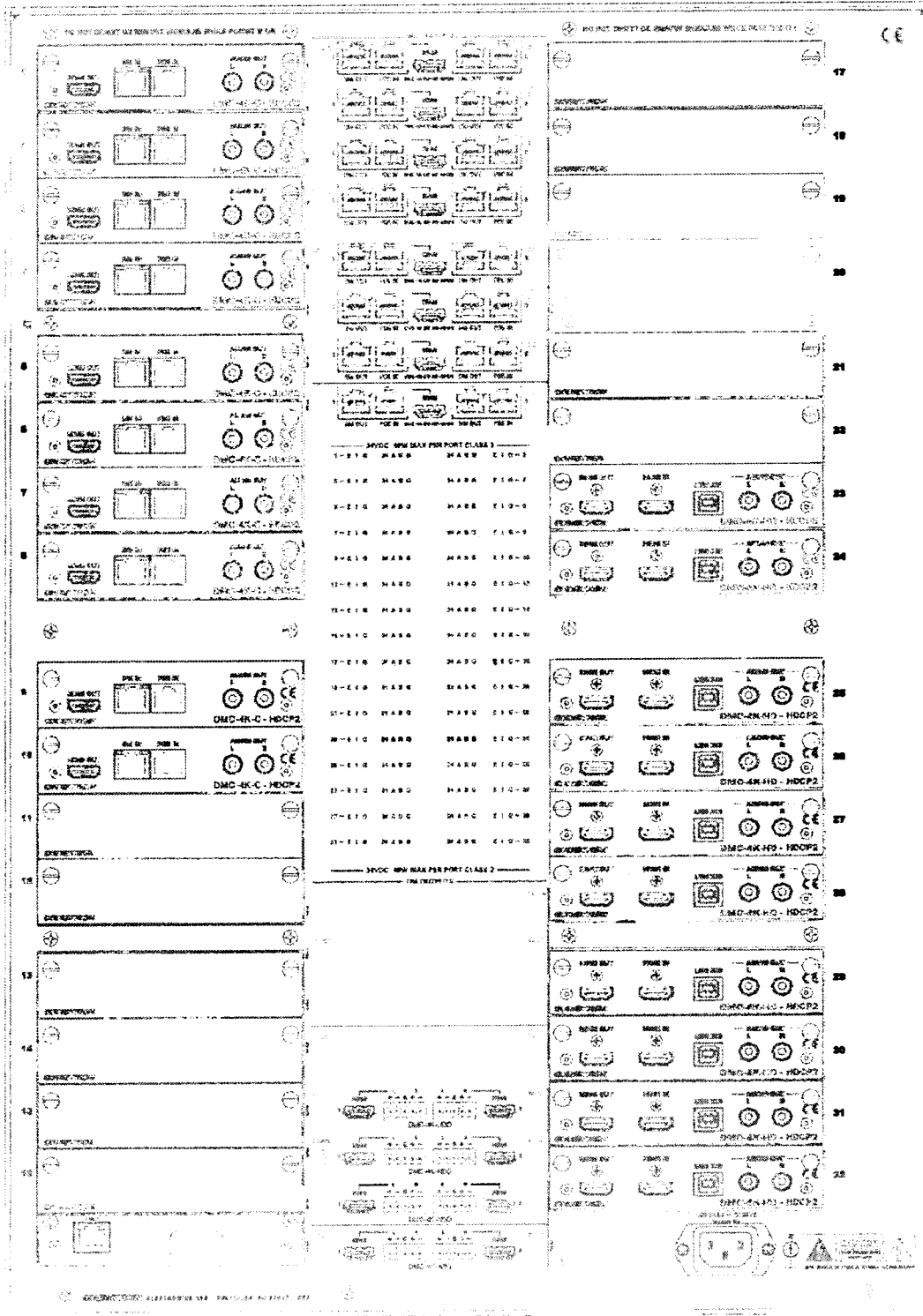
DM Switcher Configuration



Project Name: LFUCG PSOC Phase II - 32x3
 Contact Name: Todd Lewis

Company: M3 Technology Group

Created: 7/7/2016
 Email: toddlewis@m3video.com



5. STATEMENT OF BIDDER'S QUALIFICATIONS

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

1. Name of Bidder: M3 Technology Group, Inc.
2. Permanent Place of Business: 925 Airpark Center Drive Nashville, TN 37217
3. When Organized: 2002
4. Where Incorporated: State of Tennessee

5. Construction Plant and Equipment Available for this Project:

Various small tools used for installation; AutoCad 2013; Adobe CS5 Suite; Microsoft Office;

Extron VTG 400DVI; Test-UM LanRover PRP TP600 Network Tool/Tester;

Fluke DTX 1800 with single and multi-mode fiber modules; Leade LD941D Signal level meter

Sound Device USB pre-amp Audix TM271 calibrated mic and SmartLive Calibration software

for room tuning

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Amco Insurance Company (Surety)

Signed:  (Representative of Surety)

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Lexington PSOC Phase I	Lexington, KY	\$403,971.80
Clark County EOC	Winchester, KY	\$99,407.23
Rockcastle County EOC	Mt. Vernon, KY	\$63,387.34
Vanderbilt EOC - Power Plant	Nashville, TN	\$125,000.00
Nashville Electric - Security NOC	Nashville, TN	\$138,225.00

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
Messer Const - VSCC Humanities	Gallatin, TN	\$884,865.00
Lexington PSOC - AV Phase I	Lexington, KY	\$403,971.80

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
David West	Branch Manager - Knoxville	8 years
Kyle Jackman	Project Manager	6 years
Jonathan Starnes	Lead Installer/Technician	4 years
Todd Lewis	Systems Design Engineer	6 years

11. DBE Participation on current bonded projects under contract: NONE

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK - LIST EACH MAJOR ITEM</u> Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of Work</u>
1. <u>NONE</u>	Name: <u>NONE</u>	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

7. **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MWDBE PARTICIPATION GOALS, FORMS, AND GOOD FAITH EFFORTS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) and Veteran-Owned Small Business (VOSB) Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) The LFUCG has also established a 3% of total procurement costs as a Goal for participation of Veteran-Owned Small Businesses.
- 4) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned subcontractors or Veteran-Owned and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned businesses with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough

investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 95-2016

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NONE			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

M3 Technology Group, Inc.

Company

July 12, 2016

Date

Rebecca Betts

Company Representative

Director of Business Development

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 95-2016

The substituted MWDBE and/or Veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. NONE					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

M3 Technology Group, Inc. _____

Company

July 12, 2016 _____

Date

Rebecca Bitt

Company Representative

Director of Business Development _____

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 95-2016

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project.

Company Name M3 Technology Group, Inc.	Contact Person Rebecca Betts
Address/Phone/Email 925 Airpark Center Drive Nashville, TN 37217 615-227-0717 rebeccabetts@m3techgroup.com	Bid Package / Bid Date Bid No. 95-2016 / Bid Date 7/13/2016

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
NONE							

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

M3 Technology Group, Inc.
Company

July 12, 2016
Date

Rebecca Betts
Company Representative

Director of Business Development
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 95-2016

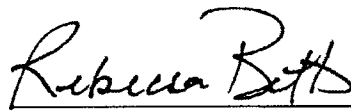
Total Contract Amount Awarded to Prime Contractor for this Project NONE

Project Name/ Contract # AV for PSOC Phase II	Work Period/ From: _____ To: _____
Company Name: M3 Technology Group, Inc.	Address: 925 Airpark Center Drive Nashville, TN 37217
Federal Tax ID: 01-0547889	Contact Person: Rebecca Betts

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

M3 Technology Group, Inc.
Company
July 12, 2016
Date



Company Representative
Director of Business Development
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # _____ Bid No. 95-2016 / Bid Date 7/13/2016

NONE; Due to the complexity and training requirements, M3 will not subcontract any scope of project

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

n/a Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

n/a Included documentation of advertising in the above publications with the bidders good faith efforts package

n/a Attended LFUCG Central Purchasing Economic Inclusion Outreach event

n/a Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

n/a Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

n/a requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

n/a Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

n/a Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

n/a Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

n/a Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

n/a Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work

items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

n/a Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

n/a Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n/a Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

n/a Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

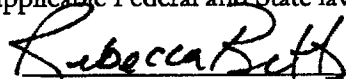
n/a Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

n/a Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

M3 Technology Group, Inc. _____

 _____

Company
July 12, 2016

Company Representative
Director of Business Development

Date

Title

8. **AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing:

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky . Check the statement applicable.
6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. **STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: David West

POSITION/TITLE: Branch Manager

STATEMENT OF EXPERIENCE: 33+ years in low voltage industry (operations, field, project management)

Certifications: Low Voltage License, OCC MDIS. oversees M3 Technology Group's audio-video systems integration as well as low voltage structured cabling for the Knoxville branch

Project Experience: Lexington PSOC; Rockcastle Co. EOC; Clark Co. EOC; Verizon Wireless, Bush Bros., Scripps Networks, etc.

NAME OF INDIVIDUAL: Kyle Jackman

POSITION/TITLE: Project Manager

STATEMENT OF EXPERIENCE: 11+ years in the AV and IT industry. Certifications: InfoComm CTS,

Crestron DMC-T; Crestpm Ess. of Programming, Creston Intro to Programming, Crestron CTI-P201, DMC-4E-4K, DMC-D-4k

Clarone Univ Cert Audio Conf Specialists, Biamp Tesira, AMX NAM Programming

Project Experience: Lexington PSOC Phase I; Rockcastle Co. EOC; Clark Co EOC; Lincoln Mem Univ, Roane State CC, Bush Bros, Team Health, etc.

NAME OF INDIVIDUAL: Jonathan Starnes

POSITION/TITLE: Lead Technician

STATEMENT OF EXPERIENCE: 9+ years experience in both Low Voltage and AV Industry. Degree SAE Institute

Certifications: Crestron DM, Panduit cable termination, Chief, OCC copper/fiber, TE

Projects: Walters State CC;, Chattanooga State CC; Valley Grove Baptist Church, Radio Systems, Chambliss law

NAME OF INDIVIDUAL: Jason Taylor

POSITION/TITLE: DEO

STATEMENT OF EXPERIENCE: 22+ years in the AV/telecommunications industry

Certifications: CTS-D, CTS-I, Crestron DMC-T, Crestron programming essentials/intermediate, AMX Programmer

Extron SAVTSD, BiAmp Audia, Cambridge Sound Management CME

NAME OF INDIVIDUAL: Phillip Cordell

POSITION/TITLE: Director of Engineering

STATEMENT OF EXPERIENCE: 16+ years in the Audio Visual Industry

Certifications: CTS, CTS-D, InfoComm Installation, Crestron DMC-T, Programmer Configuration, Essentials, Intermediate

Biamp AVB, Extron SDAVT, Crestron Programmer, Polycom Infrastructure Training/Solution Technical Training, Cisco EVS Acct Mgr

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

10. EQUAL OPPORTUNITY AGREEMENT

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.

- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

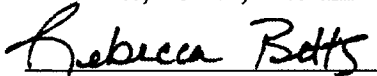
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.



M3 Technology Group, Inc.

Signature

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*

- (3) *The contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities – Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of M3 Technology Group, Inc.

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

12. WORKFORCE ANALYSIS FORM

Name of Organization: M3 Technology Group, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	13	11	2													11	2
Professionals	8	7	1													7	1
Superintendents	6	6														6	
Supervisors	6	6														6	
Foremen	24	23				1										24	
Technicians																	
Protective Service																	
Para-Professionals	8	3	5													3	5
Office/Clerical																	
Skilled Craft	3	2				1										3	
Service/Maintenance																	
Total:	67	52	8			2										54	8

Prepared by: D. Borchert, Controller
(Name and Title)

Date: 7/18/16

Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: M3 Technology Group, Inc. Employees ID: 01-0547889
 Address: 925 Airpark Center Drive Nashville, TN 37217 Phone: 615-227-0717
 Project to be insured: Audio Visual Systems for Lexington PSOC Phase II

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-3, Section 2, Part 4.1 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 per occ 2,000,000 aggregate	Nationwide Property & Casualty	002954	A+ SUPERIOR
SC-3, Section 2, Part 4.1 - see provisions	AUTO	\$2,000,000/per occ.	\$ 2,000,000/per occ	Nationwide Property & Casualty	002954	A+ SUPERIOR
SC-3, Section 2, Part 4.1 - see provisions	WC	Statutory w/endorsement as noted	\$ Statutory endorsement as noted	Nationwide Property & Casualty	002954	A+ SUPERIOR

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Pigg Insurance Agency
 Agency or Brokerage
 120 Anderson Lane
 Street Address
 Hendersonville TN 37075
 City State Zip
 615-422-1969
 Telephone Number

R Gary Pigg
 Name of Authorized Representative
 Agency owner
 Title
 Authorized Signature
 Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.

14. DEBARRED FIRMS

PROJECT NAME: Audio Visual Systems for Lexington PSOC Phase II

BID NUMBER: 95-2016

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of M3 Technology Group, Inc. has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

M3 Technology Group, Inc.
Name of Firm Submitting Bid


Signature of Authorized Official Rebecca Betts

Director of Business Development
Title

July 12, 2016
Date

15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

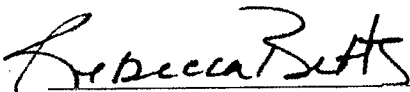
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) Have not within a three year period preceding this proposal 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 or local) transaction or contract under a public transaction; 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;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: M3 Technology Group, Inc.

Project: Audio Visual Systems for Lexington PSOC Phase II

Printed Name and Title of Authorized Representative: Rebecca Betts, Director of Business Development

Signature: 

Date: 7/12/2016

END OF SECTION

About M3 Technology Group

Company Background

- **M3 Technology Group, Inc.** is a leading provider of integrated audio-visual, video conferencing technologies, AV & IT managed services, CCTV Security systems, Telephone Systems and structured cabling & Network solutions.
- Since 2002, M3 has completed hundreds of system deployments (project values from \$10,000 to \$3M) for clients in education, corporate, healthcare, house of worship, entertainment, military, government, and hospitality markets throughout the Southeast and Continental US.
- M3 is an authorized reseller of over 200 video, audio, and ITS product lines, a partial listing of which is available online at <http://m3techgroup.com/manufacturing-directory/>.
- M3 is committed to providing the best beginning to end solutions and user experience, and takes pride in a strong reputation for integrity and for regularly exceeding client expectations. M3 is known for delivering outstanding customer service and maintains close collaboration between its sales, engineering and integration teams to ensure synergy throughout every project and superior attention to detail.
- Over 60% of M3 technical staff is InfoComm CTS, CTS-D or CTS-I certified, Bicsi certified and/or industry trained in programming, testing, installation AV and structured cabling technology components. M3 is InfoComm International APEx accredited and a BICSI corporate member.
- M3 conducts regular team building social activities that foster unity and moral, and issues performance awards and employee recognition. M3 has been voted a Top Workplace by Nashville Business Journal and, and The Tennessean for the past three consecutive years
- M3 follows standard practices and procedures for the fixed installation of Audio-Visual Systems as developed by InfoComm International, and for ITS systems and infrastructure in accordance with BICSI.
- M3 maintains General Contractor licenses in the states of Tennessee, Alabama and Kentucky.

Ownership & Incorporation

M3 is a privately held TN corporation and a registered **Tennessee Drug Free Workplace**.

M3 Technology Group was incorporated in 2002 as Multi Media Masters by current Chairman/President, Bruce Cordell. In 2009 the company name was changed to M3 Technology Group, Inc. Ownership of this Tennessee Corporation is held by the following individuals:

- Bruce Cordell, Chairman/President
- Jason Taylor, Chief Executive Officer
- Chris Montini, Chief Technology Officer
- Kelly Burns, Chief Operating Officer
- Phillip Cordell, Director of Engineering
- Rusty Howell, Senior Account Manager

Capabilities Overview

Focus	Services	Markets	Applications	M3 Facilities
<ul style="list-style-type: none"> • Audio-visual/video • Videoconferencing • Managed services • Structured cabling • IT infrastructure • Network Services 	<ul style="list-style-type: none"> • Consultation • Design • Construction • Programming • Installation • Service • Training 	<ul style="list-style-type: none"> • Education • Corporate • Medical/Healthcare • Entertainment • Military • State/Local Gov. • Hospitality • House of worship 	<ul style="list-style-type: none"> • Boardrooms/ Conference rooms • Auditoriums • Training facilities • Network Operations Centers (NOC) • Courtrooms • Operating rooms • Sanctuaries • Restaurants 	<ul style="list-style-type: none"> • Nashville TN (HQ) • Knoxville TN • Memphis TN • Huntsville AL offices • Network Operations Center (NOC) • Videoconferencing facilities • Pre-fab staging labs/Warehousing • Service vehicle fleet • Sales, engineering, service, ITS depts

Applicable State Licensing

M3 Technology Group, Inc. is licensed to conduct business in the states of Tennessee, Alabama and Kentucky. Current licensing information includes:

State of Tennessee Contractors License #00049943

- S- Installation of Audio & Video Equipment/Low-Voltage; CE-D
- Unlimited
- Expires 1/31/2017 - active since 1/2/2002

Alabama General Contractors License #42530 (ref F. 27 51 23-11):

- Unlimited
- Classification: E-S: Low Voltage
- Expires 4/30/2017

Kentucky General Contractors License #07447880 Expires 2/15/2017

Staff & Office Locations

M3's staff of 59 includes full-time sales and administrative personnel; industry accredited design engineers, project managers and programmers; and AV and IT installation and service technicians that support all regional M3 offices and the entire M3 client base. M3 has an additional sub-contractor pool of technicians who provide additional support with installation and service when needed.

Total Employees	63
Design Engineers/Programmers	6
AV & IT Technicians	24
Project Managers	6
Sales & Administration	27

Headquarters

Nashville
 925 Airpark Center Drive
 Nashville, TN 37211
 (615) 227-0717 office

Contact:
 Jason Taylor, CEO

Branch Sales/Service Office

Knoxville
 8705 Unicorn Drive, Suite A114
 Knoxville, TN 37923
 (865) 691-1124 office

Contact:
 David West, SE Regional Director

Branch Sales Offices

Huntsville AL
Contact: Allen Brooks, CTS, Senior Account Manager
 (256) 658-1151

Memphis TN
Contact: Michael Towne, Senior Account Manager
 (901) 674-2494

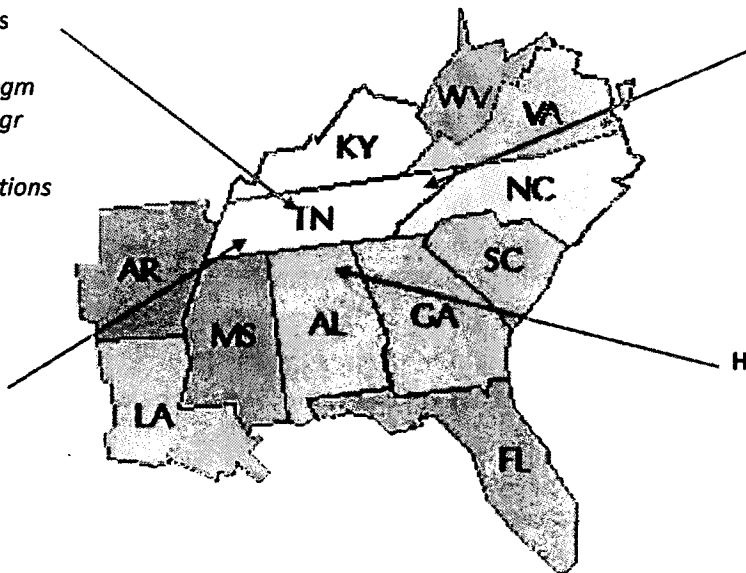
M3 Technology Group delivers sales, engineering and technical support on all products and services to customers throughout the continental US with a concentration on the below Southeastern states:

Nashville HQ:
 AV/IT Sales Service,
 Operations
 7 sales
 6 eng./pgm
 4 proj. mgr
 15 techs
 11 operations

Knoxville Branch:
 AV/IT Sales Service,
 Operations
 4 sales
 5 techs
 2 operations

Memphis Branch:
 AV/IT Sales Service
 1 sales
 1 proj. mgr.
 2 techs

Huntsville Branch:
 AV/IT Sales
 1 sales



M3 Industry Certifications & Associations

M3's AV and ITS staff are among the most highly accredited, experienced, and certified professionals in the AV and IT industries. M3 was one of first companies to receive InfoComm APEX accreditation in 2015, and over 60% of M3 technical staff are CTS, CTS-D or CTS-I-certified. M3 is additionally fully certified/accredited by dozens of top manufacturers for programming, installation and service, including the following:



Bicsi

- **Aerohive** partner
- **AMX** Certified (ACE Expert) Programming, NAM-Programming 1
- **AllWorx** VoIP certified business partner
- **Belden** copper/fiber and IBDN designer certified
- **BiAmp** Audio DSP Design/Installation Certification, Tesira Certification
- **BICSI**, RCDD Certified, Technician & Installer Level Certified
- **Cambridge Sound Management**, Certified Masking Expert
- **Certified Wireless Technology Specialist (CWTS)** on staff
- **Chief** Certified Partner
- **Cisco** Select Partner, Express Video Specialization; US Federal Specialization; Small-Midsize Business Specialization; Cisco Meraki Partner
- **Clearone** Professional Audio Conferencing Specialist
- **Commscope** business partner
- **Corning** Fiber Certified Installer, Network Preferred Installer (NPI)
- **Crestron** Advanced Programming, DMC-D, DMC-E, DMC-T Certification, DMC-T-4K, DMC-D-4K, CTI-P201 Core System Programming
- **Extron** A/V Technology Design, Configurable Control Systems Certification, ECP Certification
- **General** business partner, copper/fiber certified
- **Hubbell** business partner, Premise Wiring's Mission Critical® certified
- **OCC** business partner, copper/fiber certified
- **NICET** Video Surveillance Design Certified
- **Panduit** business partner; certified installer/warranty provider (Select products); copper/fiber certified
- **Planar** Clarity Matrix LCD Video Wall System Certified
- **Polycom** Certified Video Conferencing Technologies, ATX Certified, IVOT200, IVOS100, Federal Certification FSIST300, RealPresence Platform Technical Certifications: (technical) RPPOT200, (Collaboration server) RPPCSOS103, (CloudAXIS Suite) RPCAEOS102, (Assessment/platform Level 1) RPPEXOT104, (Video Endpoints) RPEOT200
- **Tyco** Electronics, Amp, ADC business partner
- **Yamaha** Commercial Audio partner



M3 Value Added Services

M3 Technical Personnel

Project Teams

M3 Technology Group assembles project teams and allocates labor resources according to workload schedules with assurance of proper staffing to perform all functions associated with each project as defined per the agreed-to timeline established for that project.

Engineers

M3 Technology Group features one of the most qualified and highly accredited AV and video design teams in the Southeast. Our engineers have years of field experience and practical knowledge to visualize a project from inception through completion. M3's staff holds an array of industry certifications, endorsements, and accreditation. Our engineers stay abreast of advancements in technology and design methodology to bring the latest concepts and solutions to the table in problem solving with clients.

M3 engineers work smoothly with project architects and facility planners to execute technology designs that meet the needs of the client, and that make sense. From base building specifications to architectural details, to system design and programming, M3 possesses the technical savvy and practical experience to design and implement highly effective, user-friendly technology spaces.

Technical Sales Team

M3's sales team is also highly technical, and possesses thorough familiarity with each of the technologies M3 sells. This practical know-how strengthens the partnership between M3's sales and engineering departments, and further benefits clients with the technology integration projects.

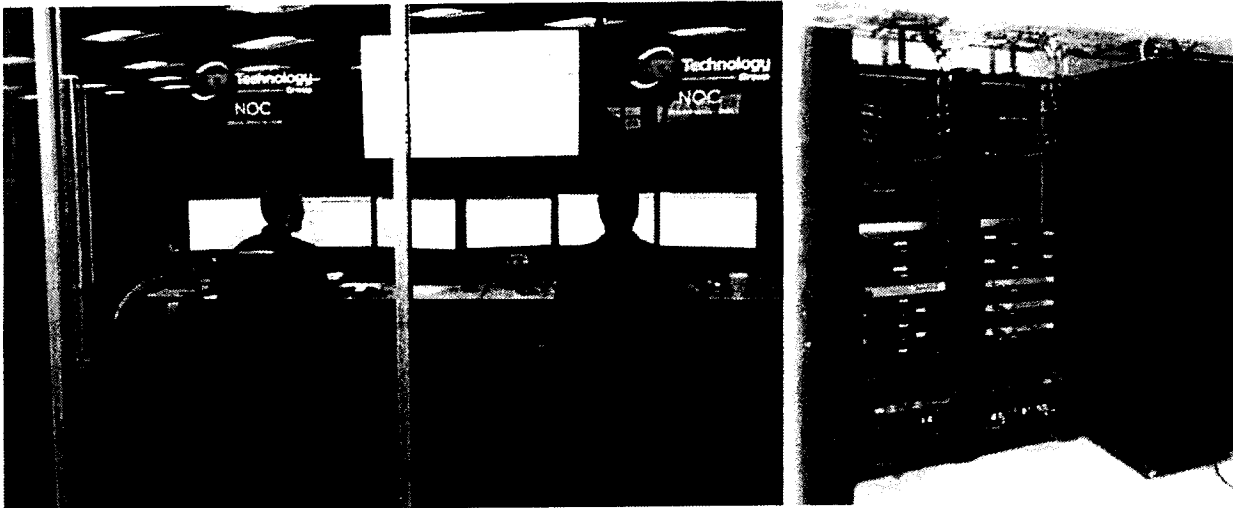
Technicians

M3 has full-time Installation technicians between the all facility branches, all of whom can be called upon as needed to pull cable and deploy technology throughout the course of the project. In addition, M3 has an additional sub-contractor pool of approximately 25 technicians who can aide in the installation process.

Project Managers

M3 has full-time industry accredited, seasoned Project Managers. Should additional support be required outside of normal business hours M3 will assign a parallel Project Manager to assist as needed to ensure uninterrupted workflow.

Network Operations Center – M3 Service Hub

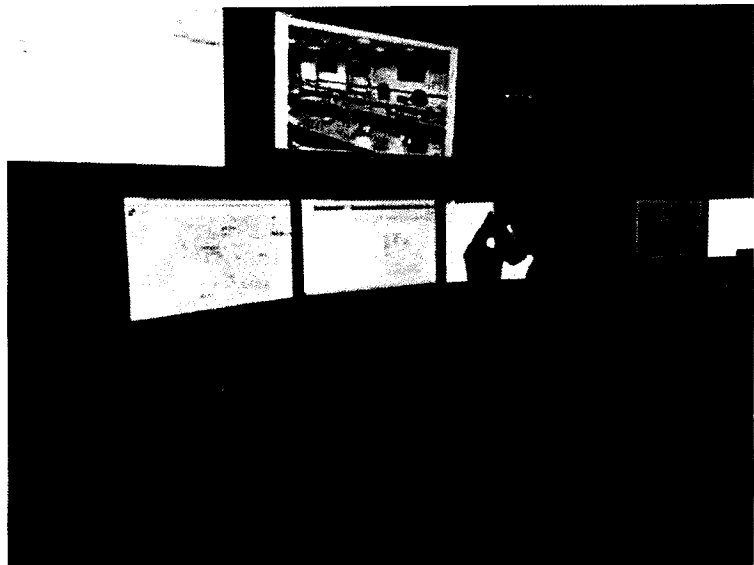


NOC Service: 877-227-0717 service@m3techgroup.com

Through our Nashville-based Network Operations Center (NOC), M3 is able to provide exceptional, unparalleled customer service and technical support.

NOC team specialists provide customers with efficient, centralized full-time technical support during normal business hours for help with:

- Emergency calls and troubleshooting
- Equipment maintenance and service
- Service Contract management
- Scheduling/tracking maintenance visits
- Field Tech dispatch and support
- Warranty needs and loaner equipment
- Asset management, equipment upgrades



Remote Monitoring, Diagnostics and Service

Using essential tools like **Crestron Fusion, AMX RMS and Extron's GVE**, NOC specialists can perform active system monitoring to detect, isolate and correct malfunctions – **REMOTELY**

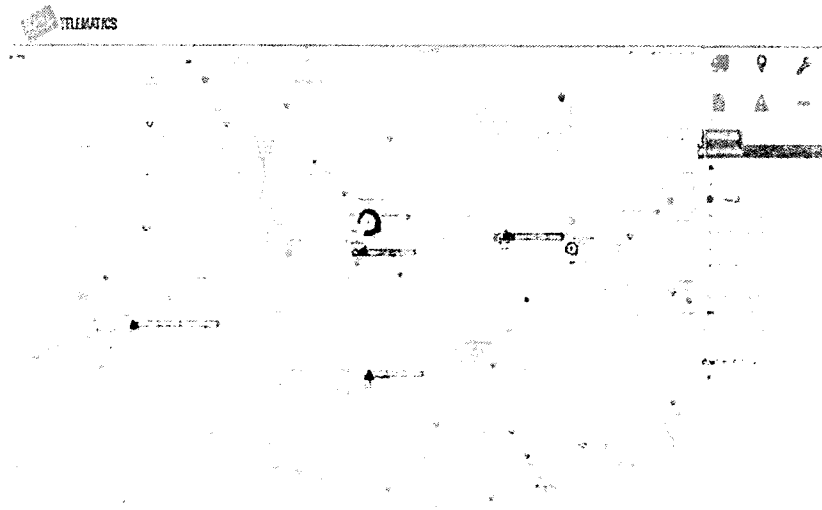
- Real-time diagnostics of IP an RS-232 devices
- Remote programming & configuration
- Fault management and vendor escalation support
- Projectors, cameras, switchers, DVRs, controls
- Active system monitoring
- Proactive maintenance
- Real-time tracking and record keeping



On-Site Field Service

M3's field tech support team members can be quickly dispatched to attend to customer needs with our GPS tracking/dispatch system through which all M3 technicians and service vehicles are monitored.

- GPS tracking of field technicians/vehicles
- Quicker dispatch in emergencies
- Improved travel patterns/workflow management



M3 Facilities

M3 Technology Group maintains fully equipped warehousing, staging, service and installation facilities at its regional offices, each with complete technical staffing, tools and supplies necessary to perform all functions associated with integrated AV system, ITS and structure cabling installation and service activities.



M3 warehousing facilities are used for equipment procurement and job storage



M3 staging facilities are used for system pre-fabrication and testing



M3 maintains a fleet of 16 fully equipped installation and service vehicles deployed in Nashville, Knoxville and Memphis.

A note about documentation

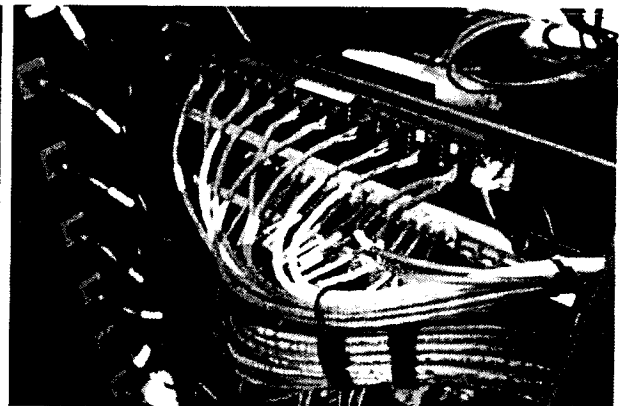
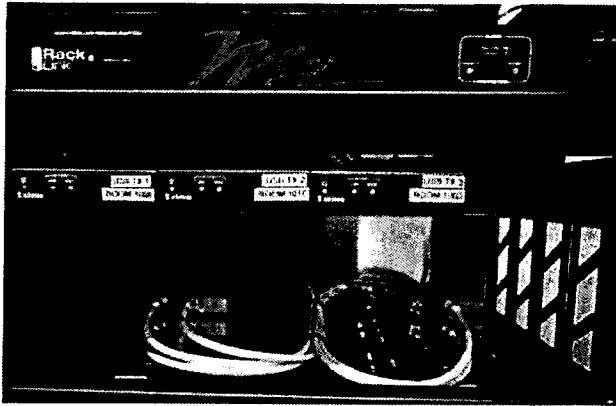
All system design, built documentation is provided in standard CAD formats in accordance with industry standards of practice. Sample drawings can be furnished upon request.



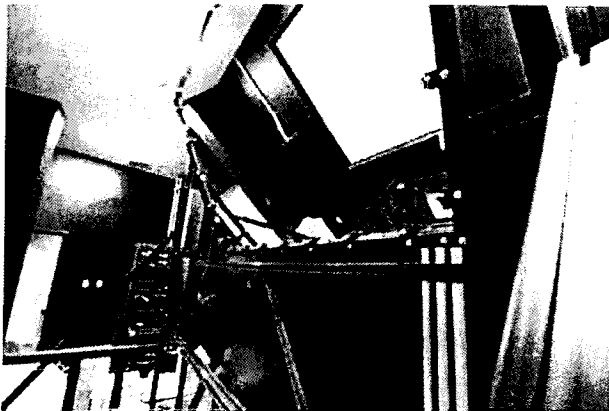
Comprehensive system testing is performed during both pre-staging and final system commissioning.

M3 Workmanship

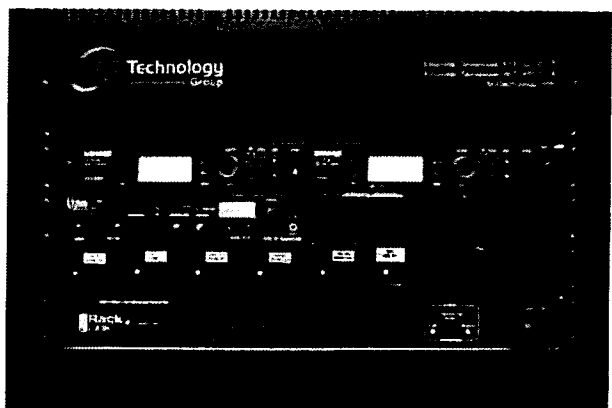
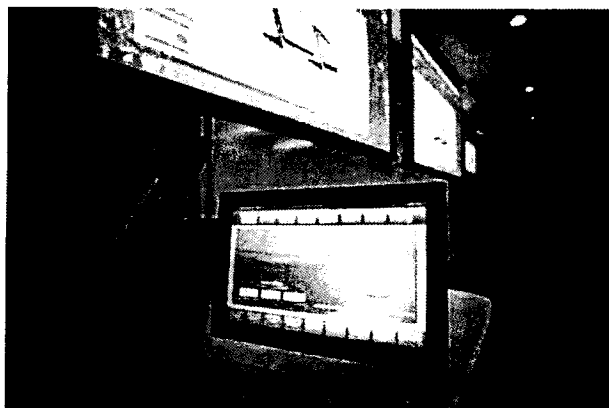
M3 Technology Group technicians are expertly trained in all aspects of system assembly including rack wiring, equipment programming and on-site cabling and equipment installation. Their workmanship speaks for itself.



M3 delivers precision wiring and clear equipment labelling to ensure that system users can easily navigate equipment racks.



Complex mechanical assemblies like this rear-screen projection system assembly are common challenges for M3's technicians.



M3 performs control system programming, installation of wall-mounted displays and system infrastructure configuration.

M3 AV System Integration Process Details

Service Delivery

M3 Technology Group delivers system design/engineering, control programming, dedicated project management, mock-up, installation, testing, commissioning and training as required for project completeness. Also included are miscellaneous items such as cable, connectors, equipment rack hardware, travel, freight, documentation as well as required pricing for optional service plans.

- M3 understands that on-site personnel will be provided reasonable full and free access to the equipment and spaces as is necessary for M3 to perform the work in accordance with the project specifications
- M3 complies with all Customer rules, policies, and instructions relating to M3's access to Customer facilities, property, and equipment.
- M3 maintains all jobs sites free of waste, and in a clean and tidy condition.

M3 Technology Group offers the following information on its standard project flow process, which shall include any additional steps outlined in the project specification or deemed necessary to fulfill the scope of work outlined for this project.

Planning/Programming/Design Phase

M3 sales, engineering and installation specialists will:

- Conduct and attend all necessary project meetings; conduct site surveys
- Work with project designers, client representatives and others project personnel to collect necessary information for creating/executing comprehensive documentation.
- Produce a complete AV system construction drawing package according to project specifications. This drawing set serves as the construction package to be transferred to M3's project management and integration teams to begin the **Construction Phase**.
- Also during the planning stage, M3 establishes a **Master administrative project package**, which serves as the resource to M3 personnel for all details about scope of work, equipment orders, design, staffing, contact information, etc. throughout the course of the project.

Construction Phase

During the Construction Phase M3 pre-builds and tests all systems in-house prior to deployment. This ensures greater quality control, improved efficiency, and greater success rates once Installation commences.

- All project equipment is procured, inspected, and assembled in M3's pre-staging lab
- Equipment racks are populated, cabling is installed, and systems are tested
- Control system programming is performed
- System components are inventoried, stored, and readied for deployment

- Project managers coordinate with in-field personal and project representatives, and inspect site conditions in preparation of the **Installation Phase**.

Installation Phase

- Infrastructure, cabling and building provisions are confirmed prior to system delivery. Upon confirmation of site readiness, the M3 Installation Team begins equipment and system deployment, cable terminations, in-field programming, and system testing.
- M3 ensures the job site is maintained in a tidy, clean format on a daily basis throughout all phases of the installation process.

Commissioning

- During the Commissioning process, all equipment and system operation is verified. Test reports and punch lists are generated. Any outstanding issues are resolved, documented, and signed off by M3 project managers and the appropriate project representatives.
- Redlined documents and all reports are delivered to M3 for generating the as-built drawing package.
- M3 complies with industry standards for system commissioning and performance verification as set forth by InfoComm International. As an APEX certified technology provider M3 employs InfoComm's Audiovisual Systems Performance Verification Checklist, shown below.



Audiovisual Systems Performance Verification Checklist

This checklist is intended to provide project managers and integrators with a comprehensive and uniform means to document the successful system delivery, installation, and testing process. The checklist is intended to be used by project managers and integrators to document the successful system delivery, installation, and testing process. The checklist is intended to be used by project managers and integrators to document the successful system delivery, installation, and testing process.

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Project Title: _____ Description: _____
 Location: _____ Architect: _____
 Designer: _____ Date: _____
 Integrator: _____ Client: _____

- Audiovisual Systems Performance Verification Checklist
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IAP: Audio Performance

All audio performance tests are made from all required seating locations. All tests are made from all required seating locations. All tests are made from all required seating locations.

Test Name	Test Type	Test Description	Criteria	Pass/Fail	Comments
AV-101	Main System (Receiver) System Output	Verify that the audio output of a main system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-102	System Power	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-103	System Output	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-104	System Output	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-105	System Output	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-106	System Output	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-107	System Output	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-108	System Output	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-109	System Output	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			
AV-110	System Output	Verify that the system (receiver) is properly connected to the system (receiver) and that the system (receiver) is properly connected to the system (receiver).			

- M3 provides **test equipment** and establishes initial adjustments and configurations according to system specification. The following is a partial list of M3 System Test Equipment that is typically used in addition to other equipment during installation and commissioning processes:
 - Extron VTG 400DVI
 - Test-UM LandRover PRO TP600 Network Tool/Tester
 - Fluke DTX 1800 with single and multi-mode fiber modules
 - Leader LD 941D Signal level meter
 - Sound Device USB pre-amp Audix TM271 calibrated mic and SmartLive Calibration software for room tuning

Handover/Training/Warranty

M3 provides comprehensive technical training and instruction on all systems. Upon completion of system installation M3 project representatives will conduct user training and system orientation with client personnel and other designated parties according to the project specifications.

- System functionality is demonstrated. User proficiency is ensured before project sign off.
- A comprehensive as-built system drawing/documentation package is presented to client upon completion. All manufacturer warranty cards and information are provided. Certificate of Completion is provided.
- All M3 provided end-user documentation and training materials become the property of the customer upon project completion, and are free to be duplicated and distributed as needed.

The M3 90-Day System Workmanship Warranty period begins upon installation and training completion and delivery of the Certificate of Completion.

M3 Quality Assurance

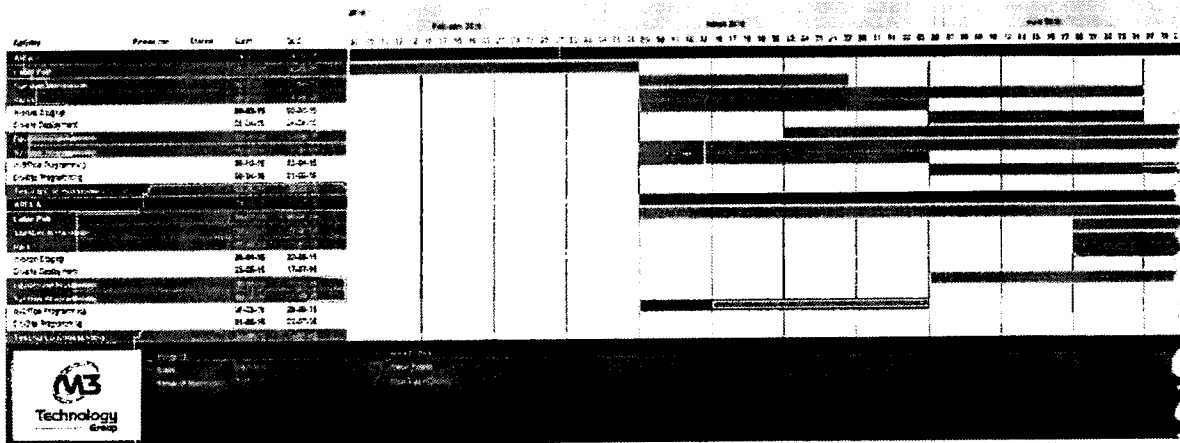
Quality Assurance is maintained throughout all phases of a project by the appropriate project personnel, namely Senior Project Manager, and Project Manager.

M3 established and maintains a comprehensive project file on every projects, in which all phases of task completion and testing are tracked and reported. This information is provided among project team members as appropriate, and all coordination with on-site parties is tracked and noted therein as well. Additional details on M3's processes is explained under Section 6.5, Error! Reference source not found., beginning on Error! Bookmark not defined.. An example of one such component of this project package is illustrated at right.

Task	Date	Completed	Notes
Administrative			
Job Field screens			
2) Final sheet			
Equipment returns completed			
Site Work			
Remove / Sweep Floor			
Removal of all trash			
De-frag (Also required for RAID)			
All cables removed / back-up / stored			
Interconnectivity tests performed in this			
One set of network plug network in bag			
Remove all unused accessories / external / connectors			
Clean walls and equipment of hand prints			
Go back to job to verify completion			
Testing			
Test all video sources and outputs			
Test all audio sources and speakers			
Test PC and network connections			
Test and sign projector setup / source input			
Test DVD / Blu-ray			
Test A/V connections / final check			
Test VTC/AVL equipment / final check			
Test recording equipment			
Test cameras			
Test selected streams / feeds			
Test Serpentine			
Push and verify all control system controls			
Log network to / from / IP addresses			

Project Schedule of Implementation

M3 produces a project schedule at the start of each project, and maintains and updates said schedule on a weekly basis. Below is an example of such schedules.



Status Reports

M3 provides weekly progress reports outlining the work accomplished for the current week, planned for the following week, and also to report any issues encountered and whether they will or will not have an impact on the overall timeline. This information is maintained within the Schedule of Implementation and project file, and example of these reports is shown below.

XYZ Boardroom A/V Upgrade

Period Highlight: Plan Actual % Complete Actual (beyond plan) % Complete (beyond plan)

Activity	Start Year	End Year	Planned	Actual	% Complete
Equipment Removal	1	1	0	0	10%
Cable Pull	1	1	0	0	20%
Projector Mount	2	1	0	0	15%
Screen Installation	2	1	0	0	10%
Equipment Rack	2	1	0	0	20%
Programming	3	1	0	0	20%

BY: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21

