

BIDDER INFORMATION MATERIALS
ACS BID # 2019-01 – SUPPLY & INSTALL INTERACTIVE EQUIPMENT

I. GENERAL SCOPE

The City of Alabaster Board of Education (“Board”) is soliciting bids for a contractor to supply, deliver, configure and install certain interactive instructional solutions (including panels, projectors, wiring and associated materials, collectively “Equipment”) at Board schools (“School(s)”). The installation services of the successful contractor (“Contractor”) shall be all-inclusive and complete. This work includes configuring, testing, and certifying that the Equipment and associated materials for each solution operate in compliance with their intended functionality. In performing this work, Contractor further will be responsible to coordinate all this work with the Board’s Coordinator of Technology (or his designee) and to attend all project or pre-installation meetings scheduled by that Coordinator.

If awarded this contract (“Contract”), the successful contractor (“Contractor”) agrees to supply all parts, labor, equipment, incidentals and all other associated apparatuses necessary to perform its obligations and comply with all of the requirements in these Bidder Information materials and the Contract.

II. SPECIFICATIONS

1. Term.

The Contract and the period in which Contractor will supply and perform its services shall commence on April 1, 2019, and thereafter continue in effect for a sixteen (16) month period that ends July 31, 2020 (the “Initial Term”). Beginning August 1, 2020, the Board may extend the Contract on the same conditions applying during the Initial Term (excepting adjustments in price contemplated herein in Section 3c) for up to two additional periods of one year each by providing Contractor notice of intent to renew at least sixty (60) days prior to the expiration of then current term. If so extended, the Contract period between August 1, 2020 and July 31, 2021 shall be referenced herein as the “First Extended Period,” and the Contract period between August 1, 2021 and July 31, 2022 shall be referenced as the “Second Extended Period.” The Initial Term and any extended period are collectively referenced herein as the “Term.”

The Contract may terminate before the expiration of its then current Term if any of the following occur:

- (a) Termination for Cause by Board. If the Contractor fails to perform any material obligation in the Specifications, the Contract or elsewhere in the Bidder Information materials (a “Default”), the Board may terminate the Contract for cause on fourteen (14) days’ advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the Contract or available by law that arises from a Default;

- (b) Termination for Cause by Contractor. If the Board does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days' advance written notice to the Board; provided that the Board shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause; and

2. Equipment Specifications.

The Board is seeking prices and soliciting alternate bids for three (3) types of interactive instructional projection arrangements that it expects to place in approximately 160 classrooms or other locations at its Schools during the Term (the "Solution(s)"). Photographs that illustrate these three Solutions are attached as Appendix 1 – Mobile Solution - Flat Panel Display; Appendix 2 – Fixed Solution A - Short-Throw Projector; & Appendix 3 – Fixed Solution B - Set Back Projector. On each of the respective Appendices the Board has specified the items of Equipment that it requires be supplied and installed for each type Solution. On **Exhibit A** (the Contractor Bid Response Form) interested contractors are to submit Alternative Bids for each of these 3 respective Solutions.

The following specifications apply for all types of Equipment that Contractor supplies:

- a. New. Each item of Equipment must be new;
- b. Manufacturer Warranty. The Flat Panels and Projectors specified with this Bid that Contractor supplies must be accompanied by a manufacturer's warranty that they are free from defect in materials and workmanship for a period of no less than thirty six (36) months, and all other types of Equipment must be free from defect in materials or workmanship for a period of one (1) year (the "Manufacturer Warranty").

At its expense, the Contractor shall arrange for this Manufacturer Warranty to be assigned to or run in favor of the Board. With its bid each bidder shall furnish brochures or other information concerning the coverage, conditions and terms of the Manufacturer Warranty, including the process for technical support service calls and return merchandise authorization (RMA) procedures. This Manufacturer Warranty shall provide (i) coverage for any mechanical issues, etc.; (ii) that if, an item is installed but later determined to be defective, any such Item shall be removed from the School(s) and replaced by the Equipment manufacturer at no cost to the Board; and (iii) if Equipment must be stored, the warranty period should not begin until the Item is installed, tested, and finally accepted by the Board at a School site.

- c. Extended Warranty on Flat Panels and Projectors. In addition to the Manufacturer Warranty on Equipment, on Exhibit A bidders shall provide pricing and information (including the term) for any extended Manufacturer Warranty for the Panels and Projectors supplied with each of the 3 Solutions and for the Stand supplied with the Mobile Solution.

- d. Services Warranty. Contractor warrants that all its services related to installation, testing and configuration of delivered items will be free from defect in workmanship for a period of one (1) year following final acceptance of an Equipment item.
- e. Software. Except for Windows operating system software, Contractor is responsible to furnish all software required for panels and projectors to interactively function to display/project/mirror content to/from multiple computer operating systems such as Windows, Chrome, Apple, iOS, and Android. The initial cost of any software license required for operating the panels and projectors shall be included in the Bid Prices on **Exhibit A**. Also, on **Exhibit A** Contractor shall list the type software used with the panel/projector it proposes to supply, the supplier of that software, the initial term of any license for that software, and the cost and term of renewing the license for that software.
- f. Other Specifications for Panels & Projectors:
- Interactive Panels/Projectors must have at least 6 points of touch, i.e. Sharp PN-C603D, Epson 595Wi or equivalent.
 - Interactive Panels/Projectors must be able to push and receive content to/from multiple computer operating systems such as Windows, Chrome, Apple, iOS, and Android.
 - ISO 9001 Certification Required by Vendor; Documentation must be included.
 - Energy Star Compliance for products is preferred; Documentation must be included for all equipment that meets this status.
 - When computer slot-In PC/Integrated PC Module is purchased, the Alabaster City Schools computer image must be installed on the module and the module must be installed in the interactive panels.
- g. ACS Schools. During the Term Contractor will be responsible to deliver and install Equipment in rooms at any or all of the following Board Schools ("School(s))":

Creek View Elementary School 8568 Highway 17 Maylene, AL 35114	Meadow View Elementary School 2800 Smokey Road Alabaster, AL 35007
Thompson Intermediate School 10019 Highway 119 Alabaster, AL 35007	Thompson Sixth Grade Center 10111 Highway 119 Alabaster, AL 35007
Thompson Middle School 1509 Kent Dairy Road Alabaster, AL 35007	Former Thompson High School 100 Warrior Drive Alabaster, AL 35007

During 2019 the locations of some Schools will change, and renovations and improvements may be constructed at the various School campuses during the Term. Contractor agrees that the Board may require it to schedule the installation of the Solutions contemplated herein and its services at such times and in such manner as to not interfere with those renovations or improvements that may be performed by other contractors at the Schools.

- h. Damage in Shipment. Contractor shall be responsible for receiving all items and making any claims for items that are damaged in shipment.
- i. Board's Right to Inspect Items/Preliminary Inspection/ Final Acceptance.
 - (1) Preliminary Inspection. Upon delivery of Equipment to a School, the Board Contract Representative(s) may, but is not obligated to, preliminarily inspect such item(s) to determine if damage in shipment occurred or other defective conditions in items may exist. The Board Contract Representative(s) will report any damage or defects in the Equipment to the Contractor, who will be responsible to make any claims therefore to the shipper or manufacturer. If an item of Equipment is found to be materially defective, the Board may refuse delivery, Contractor must replace and re-deliver a conforming product at no additional cost to the Board and such items shall not be installed at a School(s). If minor or cosmetic damage to an item of Equipment is discovered at the time of inspection and that damage does not prevent its intended use by the Board, it shall accept delivery and Contractor shall take all reasonable steps to promptly remedy those conditions at the delivery site; provided that the Board may withhold from final payment the reasonable amount of those repairs until same are performed and that item is finally accepted. If the Board preliminarily accepts an item of Equipment at the delivery site but later discovers defects or damages that were concealed and not readily discoverable at the time of inspection, Contractor, at its expense, shall repair and correct any such latent defect or damage, or replace any such item.
 - (2) Final Acceptance. Following preliminary inspection of an item(s), Contractor shall undertake all installation, configuration, testing and preparation of Equipment for operation. Upon completion of such operations, the Board Contract Representative may re-inspect the Equipment and either reject or accept an item(s) as operational. If the operating functionality of the item is insufficient or incomplete, Contractor shall take all reasonable steps to promptly render it operational, including, but not limited to, replacing defective parts or components of the at the delivery site. If the item is properly installed and functioning as intended, the Board Contract Representative will execute a written document finally accepting such item. Final acceptance of an item does not preclude the Board from subsequently asserting a breach of product or services warranty claim in the event of defect.
- j. Risk of Loss/Title. Contractor bears all risk of loss for theft, damage or other casualty (including, but not limited to, damage or loss while stored at a School due to fire, storm or theft) for the items of Equipment until they are finally accepted by the Board Contract Representative. Title to an Equipment item shall pass to the Board upon final acceptance thereof.

- k. Equivalent/Substitute Product. On **Exhibit A** and elsewhere herein the Board has designated certain manufacturers, models or makes of Equipment. These designations are to furnish information concerning the quality and feature standards of items that will satisfy the Board's needs and intended uses, not to exclude or prohibit an interested contractor from offering to supply an item, type or model made by another manufacturer as long as the quality and feature standards are met and such item is of equal quality, functionality and value.

If a bidder proposes to supply an equivalent/substitute item to that specified, (1) with its bid it must supply the brand, catalog, model number and other pertinent information concerning its proposed substitute, and (2) it shall demonstrate to the Board's Contract Representative that the substitute meets or is consistent in all material respects with the grade, quality, type and value of the specified product.

3. Prices/Compensation

- a. Prices Inclusive. Those Prices stated on Exhibit A (the "Price(s)") include all of the following:

1. all expense of freight, shipping or delivering items to the Schools where Equipment is installed and used;
2. the expense of installing, configuring, testing and other operations to ready items for acceptance and use;
3. the expense of Software license associated with panels & projectors (and stands if applicable) during the initial license period;
4. the expense of furnishing the Professional Development/Training program for Board staff (see Specification 4a);
5. the expense bourn by Contractor to remedy defects or conditions covered by its Service Warranty (see Specification 2d);
6. any expense bourn by Contractor to procure or furnish the Manufacturer Warranty for Equipment required herein (see Specification 2b); and
7. the expense of furnishing the Inventory Service for items installed and accepted by Board (see Specification 4b)
8. all other costs or expense incurred by Contractor to perform its responsibilities under the Contract.

- b. Sales Tax. In preparing and responding to the Invitation for Bids, Contractor should consider that the Board is exempt from Federal Excise Tax, or State Sales or Use Taxes.

- c. Prices Firm during Initial Term/Adjustment of Prices if Contract Extended. The Prices stated by Contractor on Exhibit A shall remain firm and not increase during the Initial Term of this Contract (i.e. 16 months).

Thereafter, if the Board exercises its right in Section 1 of these Specifications to extend the Contract beyond the Initial Term, within five (5) days after the Board's notice of intent to extend

the Contractor shall notify the Board Representative whether its Prices during the Initial Term will continue in effect during the extended period, or be adjusted during that period. In no event may Contractor propose to adjust Prices during the First Extended Period (i.e., August 1, 2020 - July 31, 2021) to a level that is more than 2% greater than those stated by Contractor on Exhibit A. Thereafter, if the Board desires to extend the Contract into a Second Extended Period (i.e., August 1, 2021 - July 31, 2022), in no event may Contractor propose to increase its Prices for that period to a level that is more than 4% greater than those stated by the Contractor on Exhibit A. Upon receiving Contractor's proposed Prices for an extended period, the Board either may terminate the Contract in the event the Contractor has proposed that higher Price(s) apply during an extended period or continue the Contract utilizing the adjusted Prices proposed by Contractor for that period.

- d. Compensation to Contractor. Board will compensate Contractor for its work and services based on (i) the actual number of each type of Solution that it supplies, delivers, and successfully installs in rooms at its Schools and are finally accepted by the Board, and (ii) the prices for the Solution shown on the completed **Exhibit A** that Contractor submits with its bid.

These payments will fully compensate Contractor for all of the following: its expense of procuring the Equipment; its delivery expenses; its furnishing all labor, materials, vehicles, equipment and incidentals related to the installation, configuration, and testing of Equipment and all other services required by this Bid; its performing all work and services contemplated and embraced under the Contract; for all loss or damage it may incur that arises out of the performance of its responsibilities under the Contract; for all risks of profit or loss it incurs with connection with performing or entering the Contract; for its completing and performing its obligations, responsibilities and operations contemplated in these Specifications, the Bidder Information materials and the Contract.

- e. Estimated Quantities/No Guaranteed Revenue/Changes in Quantity.

(1) The Board estimates that, during the Term, it may require Contractor to install up to 160 of the three different types Solutions shown on Appendix 1, 2 or 3 in rooms at its Schools. The Board is unable to estimate the number of each type of Solution it may request. Potentially, Contractor could be requested to install up to 160 of just one type Solution, or a combination of different Solutions.

Further, the Board does not warrant or guarantee that the Contractor will be asked to supply any particular quantity of any Solution, that the above estimate of installations is accurate, that the Board will require or purchase the estimated quantities during the Term, or that the successful Contractor will receive any minimum amount of revenue or compensation for its supply, work or services over the Term if the Contract is awarded to it.

(2) During the Term, the Board reserves the right to increase or decrease the number of installations that it may require. Any such increase or decrease in quantities will not change the unit prices for the Solutions (or items of Equipment) that are in effect during the period when those items are supplied, no allowance will be made to compensate Contractor for any changes in its costs of operations resulting from those quantity adjustments, and such

changes shall not be deemed to waive or invalidate any conditions or provisions of the Contract.

f. Invoicing/Payment/Record Keeping & Audit.

(1) On a monthly basis during the Term, Contractor shall invoices for Solutions (or items of Equipment) that were supplied, successfully installed and finally accepted by the Board in the month preceding the date of the invoice. Separate invoices shall be submitted for the supply and successful installation of Solutions (or Equipment) at each ACS School. At a minimum, Contractor shall include the following information on its invoices:

- (i) name of ACS School;
- (ii) dates of delivery, installation and final acceptance of Solutions (or Equipment);
- (iii) invoice or ticket number; and
- (iv) Contractor's calculation of the amount owed; and
- (v) information supporting the Contractor's calculation of the amount invoiced that indicates the types and quantities of Solutions (or Equipment) supplied, and the then current unit price (including any adjusted price then applicable) for such matter per the Contract.

(2) Invoices should be mailed to the following address: Alabaster City Schools - Attention: Finance Dept., 1953 Municipal Way Suite 200, Alabaster, Alabama 35007.

(3) Payment by Board. Board will pay invoices that are properly prepared by Contractor and not disputed within fifteen (15) days after receipt of same. Board's payment of an invoice does not waive the Board's right to subsequently contest the bases or matters set forth on it, and or to adjust or deduct amounts claimed to be owed to Contractor on its invoices; provided, that the Board and Contractor will use their good faith efforts to resolve any disputes concerning the quantities or types of Equipment supplied and installed, amounts invoiced by Contractor, or other disputes regarding Contractor's requests for compensation within no longer than thirteen (30) days following receipt of an invoice claiming a disputed amount.

(4) Board Audit Right/Contractor's Retention of Records. Upon reasonable advance notice from the Board during the Term or within one year after the expiration (or earlier termination) of the Contract, Contractor, at its expense, agrees to produce for inspection the following; records, logs, delivery reports, information and documents (whether created or maintained in electronic, written or other form) that it creates, maintains, generates or utilizes with respect to the supply, delivery and installation of product; creation, support or submission of invoices or calculation of amounts thereon claimed by Contractor; and performance of its obligations to the Board pursuant to the Contract (collectively, the "Contractor Records"). Contractor agrees to that Board may examine Contractor Records to evaluate whether the Contractor has properly completed, accounted, billed for services and performed the transactions contemplated hereunder. To facilitate any such inspection or audit, the

Contractor agrees to maintain the Contractor Records for a period of no less than two (2) years following the expiration (or earlier termination) of the Term.

4. Other Services Provided to Board

At no additional charge to the Board other than payment for the Solutions (or Equipment) successfully installed, the Contractor shall provide the following additional services in consideration of the Board awarding it the Contract:

- a. Professional Development/Training Services. Contractor is responsible to furnish a Professional Development/Training Program for the Board's instructors and other members of its staff concerning use and operation of the Equipment. On Exhibit A each bidder shall describe the Professional Development/Training Program that it will provide. This training must address the use of the Equipment and associated software, and be focused toward content-specific lessons in a K-12 educational environment. Also, on Exhibit A Contractor shall identify and state the qualifications and experience for the professional development trainer(s) who will provide such services for the Board; it is preferred that professional development training be performed by a current or former public K-12 educator. In completing Exhibit A, bidders shall indicate training programs furnished by its trainers to other customers like the Board and the K-12 educational teaching experience of each trainer (*e.g., John Smith – 12-year Educational Professional; Middle School Science Teacher at XYZ School for 6 years*).
- b. Inventory Service. After successful installation of all equipment at a School, Contractor must inventory all Equipment installed there and furnish the Board Contract Representative an electronic copy of such inventory on a USB jump drive in Excel format. (Note: An example of the electronic Excel spreadsheet file to be used for this purpose, named Bid 2019-01 - Interactive Equipment Inventory.xlsx, is located on www.acsboe.org/bids)

The inventory spreadsheet should contain the following information with column headers: Description, Brand, Model, Serial Number, ACS Asset Tag, Room Number. For example, see Interactive Panel, Viewsonic, CDE6561T, 123SF45DE, 5678, 102A.

5. Specifications for Contractor Operations at Schools

- a. Schedule. The Contract Representatives will agree on a mutually acceptable schedule for delivery of Equipment and installation of Solutions/Equipment to a School. Contractor's performance of installation services and the Board's performance of inspections must not interfere with the instructional school day. Thus, Contractor may be required to perform evening or weekend work.

Additionally, during the Term, the Board may conduct building renovations as some or all of the Schools. The respective Contract Representatives will schedule and coordinate Contractor's operations so that its work can be performed in a manner that does not conflict with those renovation projects.

- b. Contractor warrants, acknowledges and represents each of the following with respect to its performance of services, its operations at Schools or performance of its other responsibilities in the Contract:
1. Compliance with Laws. Contractor shall, at all times, observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect or apply to the performance of the work or services, including, but not limited to, all laws and regulations governing the employment of labor, the payment of wages or benefits to its personnel for services they perform, intended to protect workers and intended to protect the environment or public health (including, but not limited to, the Clean Air Act, Clean Water Act, and all Environmental Protection Agency regulations).
 2. Licenses/Permits. At its expense, Contractor shall procure, and maintain throughout the Term of the Contract, all federal, state or local governmental licenses and authorizations required to perform the Services, and provide all notices necessary and incident to lawful performance of the Services.
 3. License to Enter Board Sites. During the course of performing the Services, the Board grants Contractor a license to enter, temporarily occupy and utilize those parts of Board property or buildings as is reasonably needed to perform those Services (“Board Sites”). Contractor agrees as follows with respect to this license:
 - (i) It will not block or restrict traffic over any roads or ways on Board Sites;
 - (ii) It is responsible for any damage to persons or property owned by the Board or third parties on account of any negligent act, omission or misconduct by its employees, officials or other representatives (including any subcontractors) in performing the Services, including, but not limited to, damage occurring in the operation of Contractor delivery vehicles on or about Board Sites; and
 - (iii) Guidelines for Contractors. Contractor shall comply with the following requirements that apply to all vendors and their personnel who perform work or services on or about ACS Schools and facilities:
 - NO Weapons on school grounds.
 - NO illegal substances on school grounds.
 - NO smoking on school grounds.
 - Visible identification of Contractor personnel is required at all times.
 - NO contact or communication with students.
 - Appropriate language shall be used at all times.
 - Cell phones shall be placed on silent/vibrate mode while inside Schools in any areas where instruction is transpiring.
 4. Contractor will continuously and diligently prosecute the Services in such order and manner to complete them in a safe, good, workmanlike and timely manner.

5. Contractor exclusively will be responsible for training and supervising all of its personnel (including any subcontractor personnel), and take necessary actions to ensure that its workmen have sufficient skill and experience to properly perform the work assigned to them.
 6. Contractor will furnish an ample force of trained laborers, tools, supplies and equipment that it determines necessary to complete the Services at a satisfactory rate of progress.
- (c) Safety. The Contractor exclusively is responsible for the safety of its employees, personnel, or other representatives (including any subcontractors) while any of them are performing services or operations on or about any Board Schools or sites, and for supervising all of those persons while they perform services.
- (d) Inspection/No Representations about Work Sites. Contractor agrees that, before its employees, workers or authorized subcontractors perform any services on any School or other property owned or controlled by the Board (collectively, a “Work Site”), it (a) will inspect each such Work Site, (b) has the sole responsibility to identify any condition or hazard thereon that will prevent it or any of its personnel from safely performing the services on Board property, and (c) it and its personnel are responsible for performing its services in a safe manner that does not put at risk the safety of other persons or endanger property. The Board makes no representations concerning the condition of any of those Schools or any other Work Site, whether any Work Site contains any latent or patent defects, or whether the Site is otherwise fit and safe for the Contractor’s operations or the performance of its services.
- (e) Required Background Check. Contractor agrees to perform a criminal background check with respect to any of its employees, personnel or other representatives (including subcontractors) that are assigned to work or provide services on or about an ACS School or other Board facility. Contractor is responsible to pay for these reports, to maintain them on file, and to not assign any personnel with an unsatisfactory criminal history or background to provide services on or about a Board Site.

6. Other Contract Terms & Conditions

- (a) Contract/Contract Documents. As used herein, the term “Contract” refers to the agreement between the Board and the successful Contractor for the performance of its obligations. The Contract includes all the following documents: the Invitation for Bids; Specifications and other provisions in the Bidder Information materials (including, without limitation, Exhibit A – Contractor Bid Response Form, and **Exhibit B** – Bidder Qualification Form, collectively the “Contract Documents”). These Contract Documents comprise the entire Contract regarding the subject matter herein, and any prior negotiation, discussion, understanding or matter not reflected in them is merged herein and of no effect.
- (b) Understandings about Bidding. Before submitting any bid to perform the Contract, each bidder acknowledges and agrees that they have carefully examined the specifications and other requirements in the Contract Documents, and satisfied itself of their ability to perform the Contract in compliance with these specifications and requirements.

- (c) Verification of Participation in E-Verify Program/Immigration Law Compliance. As a condition of the award, Contractor agrees that it must furnish the Board evidence verifying that it is participating in the E-Verify Program contemplated in the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended (the "Act").

Further, Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Act, and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the Board and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this provision.

- (d) Any forbearance or delay on the part of the Board in enforcing any of its rights under this Contract shall not be construed as a waiver of those rights. No terms of this Contract shall be waived by the Board unless expressly waived in writing.
- (e) Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.
- (g) Pursuant to Ala. Code § 41-16-5 (1975), Contractor represents and agrees that, by entering this Contract, it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- (h) Non-Exclusive Contract. If Contractor faithfully performs its obligations under the Contract, the Board will not actively solicit proposals and quotations from alternate vendors or suppliers to furnish the Equipment and related products specified herein. However, if, in the exercise of the Board's reasonable judgment Contractor is not faithfully performing those obligations and the services, the Board reserves the right during the Term of the Contract to solicit proposals and purchase those and related products and services from a vendor(s), firm(s) or source(s) other than Contractor.

- (i) Insurance. Contractor shall maintain the following types of insurance for the duration of this Contract and for limits not less than stated below:

(1) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, shall include completed operations and assumed contractual liability coverage, and shall have limits of not less than \$500,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence;

This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to Board property and Board personnel or students caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor Representative, in performing the services and work contemplated in the Contract.

(2) Automobile Liability: This insurance shall cover owned and rented vehicles operated by the Contractor with policy limits of not less than \$500,000 combined single limit and aggregate for bodily injury and property damage;

(3) Workers' Compensation: As required by statute; and

(4) Employer's Liability Coverage with limit of \$250,000 per occurrence.

All required insurance shall be provided through a policy(ies) issued by a company(ies) qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the Board. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the Board and its officers, employees and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of services hereunder, the Contractor shall provide the Board a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

- (j) Indemnification. Contractor agrees to defend, indemnify, and hold harmless the Board, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereafter a "Contractor Representative") asserted against the Indemnitees that arise out of, relate to, result from, or are attributable to any of the following: (i) any failure by Contractor to perform its obligations under this Contract; (ii) any conditions in or about the Board

Work Sites that the Contractor or any Contractor Representative may enter or encounter in performing their services and operations; and (iii) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform their services and work. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

- (k) Contract Representatives/Notices. The Board and Contractor each will appoint and provide contact information (including a cell telephone number and business email address) for a Contract Representative(s) who will be their primary contact(s) for regular communications concerning the operations contemplated herein, and have authority to make timely decisions on the administration of the Contract. The Contract Representative appointed by Contractor must be continuously be available during days and times when Contractor is installing Equipment or performing other operations at an ACS School.

The Board appoints the person(s) below as its Contract Representative:

Anthony Kingston
Coordinator of Technology, ACS
1953 Municipal Way, Suite 200
Alabaster, AL 35007
Email: Anthony.Kingston@acsboe.org
Day Tel #: 205-663-8480

or such additional person(s) that the Board's Superintendent of Schools may designate or substitute for those named above.

Any notices required herein shall be directed to the respective Contract Representative designated by a party. Any notice shall be sufficiently furnished when given in writing and sent to the appropriate Contract Representative(s) via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

- (l) Independent Contractor. Contractor is an independent contractor of the Board. This Contract does not create any partnership, joint venture or principal-agent relationship between the Contractor and the Board. The Board retains no control or authority with respect to the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs its services or work. None of the personnel assigned by the Contractor to perform Services shall be considered an employee or agent of the Board.

Further, the Contractor shall establish and pay each of its employees, workers or subcontractors the wages, benefits, and any other compensation owed them with respect to their services or this Contract. No workers or other person engaged by the Contractor are eligible to receive any benefits provided by the Board to its employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including, but not limited to, withholding amounts

for federal income taxes, Social Security taxes, unemployment taxes and applicable state and local income taxes, and, if applicable, the provision of benefits under the Affordable Care Act or other federal or state laws.

- (m) The Contract is made only for the benefit of the Board and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.
- (n) This Contract (which includes this document, the Invitation for Bids, the Specifications and any other Contractor requirements in the Bidder Information documents) comprises the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.
- (o) This Contract may be amended or modified only by written instrument signed by both parties.
- (p) This Contract may be executed in counterparts, each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.
- (q) **Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE BOARD ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE BOARD AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM THE BOARD'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE BOARD WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE BOARD BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS CONTRACT BY THE BOARD.**
- (r) **Construction of Contract.** Unless expressed herein, nothing in this Contract shall be construed to create or impose any duty or liability on the Board, to create a right or remedy in favor of the Contractor against the Board, or to restrict or abrogate any right or remedy that is available to the Board against the Contractor or any other person, firm, or entity. Furthermore, in the event that any ambiguity in the terms of this Contract is determined to exist, no presumption shall be made that either of the parties drafted the Contract.
- (s) No Subcontracting or Assignment without Consent. Without the written consent of the Board, which may be withheld for any reason, the Contractor may not retain or subcontract with another

entity to assist the Contractor to perform the services and or its obligations in this Contract. If a subcontractor is approved and performs work contemplated by this Contract, the Contractor shall remain responsible to the Board for the actions, conduct and performance of the subcontractor (and any of its agents, employees or representatives), and any services or work performed by a subcontractor shall be considered as having been rendered by the Contractor and directly provided by it.

Further, the Contractor may not assign this Contract, or any of its rights or benefits hereunder, to any other party without prior written approval of the Board, which approval will not be withheld for good reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

III. PRE-BID INQUIRIES

Questions about the Bid, the Specifications or other bid materials or processes should be emailed to Anthony Kingston, Coordinator of Technology, at Anthony.Kingston@acsboe.org at least five (5) days before the Bid opening date. The subject line of the email must begin with "Interactive Equipment Bid 2019-01."

Mr. Kingston will attempt to respond to those inquiries no later than two (2) days before the Bid Opening date. Those responses, and, any Addenda to the Specifications that are issued by the Board, will be incorporated into and become part of the Specifications.

IV. MINIMUM QUALIFICATIONS OF CONTRACTOR & REQUIREMENTS FOR AWARD

The Board only will consider bids from contractors, and award the Contract(s) to a Contractor, that meets the following requirements:

- a. The successful Contractor must provide evidence that it has proven experience supplying Equipment and furnishing services like those contemplated in the Contract. Information concerning the satisfaction of this qualification must be provided on **Exhibit B** (the "Bidder Qualification Form").
- b. In completing the Bidder Information Form, the successful Contractor must furnish written evidence indicating that the Equipment it proposes to supply is also available for purchase from the Alabama Joint Purchasing (ALJP) program or other State of Alabama approved purchasing cooperative. This documentation should include the specific name of each State approved purchasing contract/cooperative, the contract number, and its expiration date. The Contractor shall also list the products which the Contractor can provide to meet the Equipment requirements of bid document.
- c. The Contractor must possess all applicable licenses to perform the Contract.
- d. No later than five (5) days following the award, the contractor must furnish a certificate(s) or other evidence indicating that it has complied with its Insurance requirements that are set forth in the Specifications.
- e. Contractor must have attended the Pre-Bid Conference.

V. PROCESS FOR AWARD OF CONTRACT

1. The Board will award the contemplated Contract to a responsive and responsible contractor that submits the bid that the Board determines is most advantageous to it. In making this award, the Board will not select the successful contractor based solely on price, but will consider all applicable factors that are pertinent to the Contract. The non-price criteria, and the weight to be afforded to them and price in making this determination, are as follows:

Evaluation Criteria	Percent
Price	35
References/Quality of Service to Prior Customers on Like Contracts	30
Overall Responsiveness to Specifications	25
Professional Development/Training Program	10

2. The Board reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts or a transaction for the Board or a contract for other similarly situated customers that are of a nature like that contemplated in this Bid.

3. In determining the contractor to whom to make the award, the Board also reserves the rights to:

- (a) reject the proposal of any bidder which, based on the Board's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
- (b) reject the proposal of any contractor who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements;
- (c) reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction;
- (d) request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, financial or other resources and adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the Board;
- (e) disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Information materials; and
- (f) accept or reject any or all bids;
- (g) reject any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board; and

- (h) The Board may accept any Alternate Bid (or part thereof) submitted by a bidder and reject any of its other Alternate Bids, accept all of its Alternate Bids (or parts thereof), or reject all Alternate Bids submitted by any bidder.

4. After the Bid opening, the Board may require a period of up to ten (10) days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.

5. The Board anticipates that it will make the award to the successful Contractor at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.

6. After making the award, the Board will require that the successful Contractor satisfy any outstanding conditions of the award (including, provision of insurance certificates evidencing compliance with insurance requirements) within ten (10) days after date of notice of the award. If the successful Contractor fails to take those actions, it shall be considered to have abandoned its proposal; its bid shall be deemed to have been withdrawn; and the amount of the bid bond or other bid security shall be forfeited to the Board as fixed and agreed damages. The submission of a bid by any bidder shall be considered as acceptance of these provisions by them.

VI. INSTRUCTIONS FOR SUBMITTING BIDS

1. To be considered for the award, an interested contractor must submit its bid no later than January 23, 2019 at 2:00 P.M. The contractor is responsible for delivering, mailing or making arrangements so that its bid is actually received on or before that time at the following address: Alabaster City Board of Education, 1953 Municipal Way – Suite 200, Alabaster, AL 35007.

2. Bids and other materials submitted should be typewritten or in ink. Bids submitted in pencil or faxed to the Board will not be accepted.

3. On the envelope containing its sealed bid, the bidder shall clearly mark “SEALED BID – OPEN ONLY AT BID OPENING FOR ACS BID # 2019-01 - SUPPLY & INSTALL INTERACTIVE EQUIPMENT” and state the time/date of the bid opening.

4. Bids shall be entered on the Contractor Bid Response Form that is attached as **Exhibit A**.

5. In preparing its bid, Contractor should consider that the Board is exempt from Federal Excise Tax, or State Sales or Use Taxes.

6. Each bidder must complete and return the following with its bid:

(a) the original and two (2) copies of the fully completed, signed and notarized Contractor Bid Response Form (see **Exh. A**);

(b) the original and two (2) copies of the fully completed, signed and notarized Bidder Affidavit and Warranty; this document is attached to **Exhibit A**;

(c) the original and two (2) copies of the signed and notarized Bidder Qualification Form for this Bid, which Form is attached as **Exhibit B**; and

7. Bidders should state any exceptions to the Specifications or other requirements in the Bidder Information materials on a separate sheet and attach that sheet to your bid response.

8. Bids may not be withdrawn after submission without the consent of the Board or except as allowed by applicable law.

9. For this Bid, bidders are not required to submit a bid for each Alternate Bid (or part thereof) set forth on Exhibit A.

VII. CONTRACT

After the award, the Board will not ask the successful Contractor to execute any particular form of agreement. In accepting the award the successful Contractor agrees to perform its obligations pursuant to the Contract and these Bidder Information materials. Unless expressly agreed by Board in writing, no terms, conditions or language that Contractor includes with its bid, invoice or other writing it submits to the Board with respect to performance of its obligations under this Bid shall be effective or modify those in the Contract.

APPENDIX 1 – MOBILE SOLUTION – FLAT PANEL DISPLAY

See Attached Depiction of the Mobile Solution with a Flat Panel Display.

Type/Description of Equipment Items Specified for the Mobile Solution
Interactive Panel, 75in, Smart 6075 or equivalent
Interactive Panel, 70in, Sharp PN-703D or equivalent
Interactive Panel, 65in, Viewsonic CDE6561T or equivalent
Interactive Panel, 60in, Sharp PN-C603D or equivalent
Mobile Stand for 46in to 75in Panel or equivalent
Computer, Slot-In PC/Integrated PC Module, or Small Form Factor Attachable Unit for Panel
Software for Interactive Panel
Wall Mount, Peerless ST650 for up to 75 in. Panel or equivalent
HDMI cable, 6 ft, Belkin or equivalent
HDMI cable, 10 ft, Belkin or equivalent
USB 3.0, A to A (male to male), 6 ft, Belkin or equivalent
USB 3.0, A to A (male to male), 10 ft, Belkin or equivalent
Audio cable, 3.5 mm, 6 ft, Belkin or equivalent
Audio cable, 3.5 mm, 10 ft, Belkin or equivalent

APPENDIX 2 – FIXED SOLUTION A – SHORT-THROW PROJECTOR

See Attached Depiction of Fixed Solution A using a Short Throw Projector.

Type/Description of Equipment Items Specified for this Fixed Solution A
Interactive Projector, Short-Throw, Epson BrightLink 595Wi or equivalent
Software for Projector
HDMI cable, 6 ft, Belkin or equivalent
HDMI cable, 10 ft, Belkin or equivalent
USB 3.0, A to A (male to male), 6 ft, Belkin or equivalent
USB 3.0, A to A (male to male), 10 ft, Belkin or equivalent
Audio cable, 3.5 mm, 6 ft, Belkin or equivalent
Audio cable, 3.5 mm, 10 ft, Belkin or equivalent
Other Equipment & Materials (i.e. Raceway, Ceiling grids, Projector Mounts and Poles, Junction Boxes, Faceplates, etc.)

APPENDIX 3 – FIXED SOLUTION B - SET BACK PROJECTOR

See Attached Depiction of Fixed Solution B using a Set Back Projector.

NOTE: With this Solution the Projector is set back approximately 10 feet from a wall or markerboard used by the instructor.

Type/Description of Equipment Items Specified for this Fixed Solution B
Projector, Epson PowerLite X39 or equivalent
Software for Projector
HDMI cable, 6 ft, Belkin or equivalent
HDMI cable, 10 ft, Belkin or equivalent
USB 3.0, A to A (male to male), 6 ft, Belkin or equivalent
USB 3.0, A to A (male to male), 10 ft, Belkin or equivalent
Audio cable, 3.5 mm, 6 ft, Belkin or equivalent
Audio cable, 3.5 mm, 10 ft, Belkin or equivalent
Other Equipment & Materials (i.e. Raceway, Ceiling grids, Projector Mounts and Poles, Junction Boxes, Faceplates, etc.)

EXHIBIT A – CONTRACTOR BID RESPONSE FORM
ACS BID # 2019-01 – SUPPLY & INSTALL INTERACTIVE EQUIPMENT

Below are the firm bid(s) by the undersigned to perform all its obligations of the Contract for ACS BID # 2019-01. The undersigned submits this Form in response to the Invitation for Bids for the subject Contract. The Board may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other requirements for the award of the contemplated Contract, and, except as may be listed below, agrees to perform the Contract in accordance with those Specifications and all other requirements in the Bidder Information materials.

**Alternate Bid #1 – Inclusive Price to Supply & Install all Equipment Required
for Mobile Solution w Flat Panel Display on Room-by-Room Basis (See Appendix 1)**

INSTRUCTIONS FOR ALTERNATE BID #1. In subparts (a)-(d) below Bidders should state their respective Price(s) per Room and Total Calculated Price(s) to install the Mobile Solution in all contemplated 160 rooms at Board Schools using the following 4 different size Flat Panels: 75", 70", 65" and 60". The Board understands not all vendors supply each of these different size Panels. Accordingly, bidders are not required to state a Price(s) in each of subparts (a)-(d) below, the Board will consider any bid(s) that a vendor makes below for those subparts, and the Board may award a contract for a bidder to supply the Equipment contemplated in these subparts even if a bidder does not propose a Price(s) for all of them.

(a) Price to Install Mobile Solution with 75" Flat Panel:

Price per Room in US Dollars: \$ _____
Total Calculated Price for 160 Rooms: \$ _____
(Above Price per Room in which 75" Flat Panel Installed x 160)

(b) Price to Install Mobile Solution with 70" Flat Panel:

Price per Room in US Dollars: \$ _____
Total Calculated Price for 160 Rooms: \$ _____
(Above Price per Room in which 70" Flat Panel Installed x 160)

(c) Price to Install Mobile Solution with 65" Flat Panel:

Price per Room in US Dollars: \$ _____
Total Calculated Price for 160 Rooms: \$ _____
(Above Price per Room in which 65" Flat Panel Installed x 160)

(d) Price to Install Mobile Solution with 60" Flat Panel:

Price per Room in US Dollars: \$ _____
Total Calculated Price for 160 Rooms: \$ _____
(Above Price per Room in which 60" Flat Panel Installed x 160)

Please furnish the following information concerning the warranty and other requested information on each size Flat Panel that vendor proposes to supply for this Mobile Solution:

Equipment Warranty Information

State the following with respect to the Manufacturer Warranty for each size Flat Panel to be installed with the Mobile Solution (See Section 2b of Specifications)

Name Manufacturer/Model Type: _____

Length Manufacturer Warranty: _____

Attach Brochure or Other Information Describing Manufacturer Warranty _____

State the following with respect to the Extended Warranty for size Flat Panel to be installed with this Mobile Solution (See Section 2c of Specifications)

Length Extended Warranty: _____

Cost & Term Extended Warranty: _____

Attach Brochure or Other Information Describing Extended Warranty _____

Software Required for Interactive Functionality

As to each size Flat Panel that Bidder proposes to supply & install with the Mobile Solution, please provide the following information concerning the software associated with those Items that is required for them to function interactively (see Specification 2e) :

List Type/Model Panel to be Supplied: _____

Type & Supplier of Software Required for Interactivity: _____

Term Initial Software License Provided: _____

Cost to Renew Software License: _____

Term of Renewal: _____

Contact Information for Merchants Who Supply Software:

Name Merchant: _____

Merchant Website: _____

Email Addr of Representative (if known): _____

Tel # of Representative (if known): _____

**Alternate Bid #2 – Inclusive Price to Supply & Install all Equipment Required
for Fixed Solution A with Short Throw Projector on Room-by-Room Basis (See Appendix 2)**

Price to Install Fixed Solution B with Short Throw Projector:

Price per Room in US Dollars: \$ _____

Total Calculated Price for 160 Rooms: \$ _____

(Above Price per Room in which Short Throw Projector Installed x 160)

Also, please complete the following pages concerning your bid concerning this Fixed Solution A.

Please provide the following information concerning the warranty and other information concerning the Short Throw Projector to be supplied for Fixed Solution A.

Equipment Warranty Information

State the following with respect to the Manufacturer Warranty for the Short Throw Projector to be Installed with Fixed Solution A (See Section 2b of Specifications)

Name Manufacturer/Model Type: _____

Length Manufacturer Warranty: _____

Attach Brochure or Other Information Describing Manufacturer Warranty _____

State the following with respect to the Extended Warranty for the Short Throw Projector to be Installed with Fixed Solution A (See Section 2c of Specifications).

Length Extended Warranty: _____

Cost & Term Extended Warranty: _____

Attach Brochure or Other Information Describing Extended Warranty _____

Software Required for Interactive Functionality

As to the Short Throw Projector that Bidder proposes to supply & install with Fixed Solution A, please provide the following information concerning the software associated with it that is required for it to function interactively (see Specification 2e):

List Type/Model Projector to be Supplied: _____

Type & Supplier of Software Required for Interactivity: _____

Term Initial Software License Provided: _____

Cost to Renew Software License: _____

Term of Renewal: _____

Contact Information of Merchants Who Supply Software:

Name Merchant: _____
Merchant Website: _____
Email Addr of Representative (if known): _____
Tel # of Representative (if known): _____

**Alternate Bid #3 – Inclusive Price to Supply & Install all Equipment Required
for Fixed Solution B with Set Back Projector on Room-by-Room Basis (See Appendix 3)**

Price to Install Fixed Solution B with Set Back Projector:

Price per Room in US Dollars: \$ _____

Total Calculated Price for 160 Rooms: \$ _____

(Above Price per Room in which Short Throw Projector Installed x 160)

Also, please complete the following pages concerning your bid concerning this Fixed Solution B.

Please provide the following information concerning the warranty and other information concerning the Set Back Projector to be supplied with Fixed Solution B.

Equipment Warranty Information

State the following with respect to the Manufacturer Warranty for the Set Back Projector to be Installed with Fixed Solution B (See Section 2b of Specifications)

Name Manufacturer/Model Type: _____

Length Manufacturer Warranty: _____

Attach Brochure or Other Information Describing Manufacturer Warranty _____

State the following with respect to the Extended Warranty for the Set Back Projector to be Installed with Fixed Solution B (See Section 2c of Specifications).

Length Extended Warranty: _____

Cost & Term Extended Warranty: _____

Attach Brochure or Other Information Describing Extended Warranty _____

Software Required for Interactive Functionality

As to the Set Back Projector that Bidder proposes to supply & install with Fixed Solution B, please provide the following information concerning the software associated with it that is required for it to function interactively (see Specification 2e):

List Type/Model Projector to be Supplied: _____

Type & Supplier of Software Required for Interactivity: _____

Term Initial Software License Provided: _____

Cost to Renew Software License: _____

Term of Renewal: _____

Contact Information of Merchants Who Supply Software:

Name Merchant: _____
Merchant Website: _____
Email Addr of Representative (if known): _____
Tel # of Representative (if known): _____

Bidder Signature Page

Name of Firm or Company Submitting Bid

Date of Bid

Bidder Firm Address

City State Zip

Web Site of Bidder

Printed Name Representative Executing for Bidder

Cell Ph. # Bidder Contact

Signature of Bidder Representative

Office Ph. # Bidder Contact

Title

Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this ____ day of _____ 2018.

Notary Public

Commission Expiration Date

NOTES:

(1) Please state any Exceptions to the Specifications or other requirements in the Bidder Information materials on a separate sheet and attach that sheet to your Bid Response.

(2) In addition to completing the Contractor Bid Response Form, bidders must complete, sign, notarize and return the following Bidder Affidavit and Warranty with their Bid Responses.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents and agrees that each of the following is true and correct in connection with ACS BID # 2019-01- SUPPLY & INSTALL INTERACTIVE EQUIPMENT:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the Board (whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered to or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (f) the Board may rely on information submitted in awarding the subject Contract.

Name of Firm or Company Submitting Bid

By: _____
Signature of Bidder Representative

Printed Name: _____

Its: _____
Title

Date: _____

Sworn to and subscribed before me on this ____ day of _____ 2019.

Notary Public

Commission Expiration Date

EXHIBIT B – BIDDER QUALIFICATION FORM
ACS BID # 2019 - 01 - SUPPLY & INSTALL INTERACTIVE EQUIPMENT

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.

1. Name of Business: _____

Principal Business Address:

2. Business Contact(s)

(a) Primary Contact (NOTE: The Primary Contact should attend the Pre-Bid Conference required in connection with this Bid.)

Name: _____
Title or Position with Company: _____
Day Phone: _____
Email: _____
Street Mailing Address of Contact: _____

(b) Other Business Contact(s)

List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact with whom the Board may interact and deal on matters related to this Bid.

3. Business History

(a) How many years has your organization been in business? _____

(b) How many years has your organization operated under its present business name?

(c) Under what other or former names has your organization operated?

(d) Type of Organization:

(1) If your organization is a corporation, answer the following:

- (i) Date of incorporation: _____
- (ii) State of incorporation: _____
- (iii) President's name: _____

(2) If your organization is a partnership, answer the following:

- (i) Date of organization: _____
- (ii) Name(s) of partner(s) _____

(3) If your organization is individually owned, answer the following:

- (i) Date of organization: _____
- (ii) Name of owner(s): _____

4. Experience Performing Prior Contracts. In the last three (3) years, has your firm contracted with other local school boards, educational institution or commercial customers to perform a contract or arrangement to supply Equipment and perform services of the nature contemplated in this Contract?

Yes ____ No ____.

If your answer is in the affirmative, on a separate sheet that you attach to this Form, please provide the information requested below as to each customer your firm has had a contract and service arrangement over the last three (3) years to supply Equipment and perform services like those requested in this Contract. As to each such customer, please provide the following information on that sheet:

- (a) Name and address of the customer with whom you contracted or had similar service arrangement;
- (b) Name of a reference & contact information for each such customer;
- (c) Detail the nature of your contract or service arrangement, including, but not limited to, the type and quantities of Equipment supplied and the locations where they were installed; and
- (d) The date(s) of such contracts or service arrangements.

5. Equipment Approved by State of Alabama Contract. Please attach written evidence that the Equipment you propose to supply is also available for purchase from the Alabama Joint Purchasing (ALJP) program or other State of Alabama approved purchasing contract. This documentation should include the specific name of each State approved purchasing contract, the contract number, and its expiration date. The documentation shall also specify the products offered here by the Contractor with its bid that are included on the State purchasing contract.

6. Key Personnel. Identify all key personnel in your organization that your firm will assign to perform its responsibilities to the Board under the Contract, including, but not limited to, the person who will have that primary supervisory function. List each person's name, title, years of experience, and any other qualifications for such persons that are relevant to performing the Contract.

7. Subcontractors. If your firm is awarded the Contract, do you intend to subcontract any of your responsibilities under the Contract to third parties? Yes ___ No ___. If your answer is in the affirmative, please state the following:

(a) What functions or services will be performed by subcontractors?

(b) State what percent of all labor operations needed to perform the contemplated Contract will be performed by your own employees and any subcontractors?

_____ % performed by your employees _____ % subcontractor operations

(c) As to each subcontractor that you intend to utilize to perform Service, please list below each subcontractor's name, type of work or services it will perform, years of experience, and any other qualifications that are relevant to it performing your obligations under the Contract:

8. Licensing. List all contractor or other licenses that your organization currently holds that authorize it to perform the Contract. Also please attach a copy of these Licenses to this Form

9. Insurance. If available at this time, please attach a certificate issued by your current Insurance Carrier(s) indicating the existence and limits of your Comprehensive General Liability (including completed operations and contractual liability coverage), Automobile Liability, Worker's Compensation and Employer Liability coverage that is required in the Specifications.

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder: _____
(Type or Print)

By: _____
Signature

Printed Name

Its: _____
Title Authorized Representative

Sworn to and subscribed before me on this _____ day of _____ 2019.

Notary Public

Commission Expiration Date