

ADVERTISEMENT FOR BIDS  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: JULY 8, 2010**

Cobb County will receive Sealed Bids before 12:00 NOON, July 8, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5506  
INTERACTIVE CLASSROOM DEVICES AND ACCESSORIES FOR THE  
NORTH GEORGIA LAW ENFORCEMENT ACADEMY (NCGLEA)  
COBB COUNTY SHERIFF'S DEPARTMENT**

**No bids will be accepted after the 12:00 noon deadline.**

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org):

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: JUNE 25, 2010  
JULY 2, 2010

## BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

### 1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

### 2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

### 3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

### 4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

### 5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

### 6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



SUBMIT BID/PROPOSAL TO:  
**COBB COUNTY PURCHASING DEPARTMENT**  
**1772 COUNTY SERVICES PARKWAY**  
**MARIETTA, GA 30008-4012**

**BID/PROJECT NUMBER: 10-5506**  
**INTERACTIVE CLASSROOM DEVICES AND ACCESSORIES FOR THE**  
**NORTH CENTRAL GEORGIA LAW ENFORCEMENT ACADEMY (NCGLEA)**  
**COBB COUNTY SHERIFF'S DEPARTMENT**

**DELIVERY DEADLINE: JULY 8, 2010 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: JULY 8, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

\_\_\_\_\_  
(PLEASE PRINT/TYPE)      NAME      TITLE

SIGNATURE OF OFFICER ABOVE: \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5506; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

**NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES**

Advertise Dates: JUNE 25, 2010  
JULY 2, 2010



**COBB COUNTY**  
PURCHASING DEPARTMENT  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400/FAX (770) 528-1154  
www.cobbcounty.org

---

## **IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

---

### **BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY**

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

*Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2<sup>nd</sup> Floor, Conference/Bid Room, Marietta, GA 30008.*

Thank you in advance for your cooperation.

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

DELIVER TO:  
COBB COUNTY PURCHASING  
1772 County Services Parkway  
Marietta, GA 30008-4012

---

**SEALED BID # 10-5506 DATE: July 8, 2010**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION:** Interactive Classroom Devices and  
Accessories for the North Central Georgia Law Enforcement  
Academy (NCGLEA)

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**INVITATION TO BID**

**SEALED BID # 10-5506  
INTERACTIVE CLASSROOM DEVICES AND ACCESSORIES FOR THE  
NORTH CENTRAL GEORGIA LAW ENFORCEMENT ACADEMY (NCGLEA)  
COBB COUNTY SHERIFF'S DEPARTMENT**

**BID OPENING DATE: JULY 8, 2010**

BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008  
**BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
**BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 2 COPIES OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 96737**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

---

**"STATEMENT OF NO BID"**  
**SEALED BID NUMBER 10-5506**  
**INTERACTIVE CLASSROOM DEVICES AND ACCESSORIES FOR THE**  
**NORTH CENTRAL GEORGIA LAW ENFORCEMENT ACADEMY (NCGLEA)**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## Invitation To Bid

### Interactive Classroom Devices and Accessories North Central Georgia Law Enforcement Academy (NCGLEA) Cobb County Sheriff's Department

**Sealed Bid Number: 10-5506**

---

|                     |  |         |
|---------------------|--|---------|
| <b>PART I</b>       | INSTRUCTIONS AND CONDITIONS -                            | Page 2  |
| <b>PART II</b>      | SELECTION PROCESS & GENERAL REQUIREMENTS -               | Page 5  |
| <b>PART III</b>     | SERVICE TO BE PERFORMED -                                | Page 8  |
| <b>PART IV</b>      | BOND REQUIREMENTS -                                      | Page 9  |
| <b>PART V</b>       | RESPONSIBILITY OF SHERIFF'S OFFICE -                     | Page 10 |
| <b>PART VI</b>      | LIMITATIONS REGARDING<br>SHERIFF'S OFFICE RESPONSIBILITY | Page 11 |
| <b>ATTACHMENT A</b> | Price Proposal Cover Sheet -                             | Page 28 |

**COBB COUNTY SHERIFF'S OFFICE**  
**Redundant Server**

**Purpose**

This document constitutes a request for sealed bids for the purchase and installation from qualified and experienced vendors of an Interactive Classroom System for the North Central Georgia Law Enforcement Academy (NCGLEA). This system will be installed in NCGLEA classrooms. This Invitation to Bid (ITB) envisions a single provider with end-to-end responsibility for procurement, installation and warranty of installed equipment. The intent of this ITB is to enhance the educational instruction capability by installing Smart Board technology in facility classrooms. The technology is a key element of the Sheriff's Office overall training program and a high priority to this agency.

The NCGLEA comprises of administrative offices and four classrooms located at 5000 Austell Powder Springs Road, Suite 151, Austell, Georgia 30106

Bids must include the name of all subcontractors and provide the same information for each subcontractor as is required for the primary vendor. The submission of a bid shall be prima-facie evidence that the bidder has full knowledge of all conditions in this ITB. **The Sheriff's Office reserves the right, in its sole discretion, to accept or reject any and all bids.**

**PART I**

**INSTRUCTIONS AND CONDITIONS:**

It shall be the vendor's responsibility throughout this procurement to keep informed of any administrative or procedural requirements for the bid process. Neither the County nor the Sheriff's Office shall bear this responsibility.

1. **The bid opening is scheduled for Thursday, July 8, 2010 at 02:00 p.m. (noon), Eastern Standard Time.** The bid opening will be held in the Cobb County Purchasing Department, located at 1772 County Services Parkway, Marietta, Georgia. **It should be noted however, that bids will not be accepted by the Cobb County Purchasing Department after 12:00 p.m. on the day of the bid opening. Bids shall be addressed to: The Cobb County Purchasing Department, , 1772 County Services Parkway, Marietta, Georgia 30008-4012. Bid shall be labeled, NCGLEA Interactive Classroom Devices & Accessories, Sealed Bid#10-5506.**
2. Vendor Responses: The vendor shall respond to each requirement outlined in this ITB. The response, at a minimum, should cite the ITB reference number and acknowledge compliance. In the event the vendor's proposal differs from the requirement, this should be specifically noted and explained. However, it should be very clearly understood that the Sheriff's Office, in its sole discretion, reserves the right to disqualify any vendor who does not meet the requirements specified in the ITB. To expedite the evaluation process, all bid responses must follow the format of this Bid. Vendors responding to this ITB shall submit an original and two (2) copies of their bid.
3. Employment Discrimination: The vendor shall be required to comply with all applicable statutes prohibiting employment discrimination and will be required, as part of the response, to certify as follows:

The vendor will not discriminate against any employee or applicant for employment because of race, sex, age, color, religion, national origin, or handicap, except where it is a bonafide occupational qualification reasonably necessary to the normal operation of the vendor.

4. Contract Duration: The contract will cover the installation and the warranty on all workmanship and materials provided by vendor for one (1) year from the date of installation completion.
5. Conditions of Termination of Contract: The contract, mutually agreed upon and entered into between the Cobb County Sheriff's Office and the selected vendor, may terminate upon any of the following conditions:
  - a. Suspension of Detention Facility Operation - Should the governing authority responsible for the detention facility cease operation of the institution for any reason, the Agreement shall become void at the option of the Sheriff's Office.
  - b. Termination of Contract For Non-Performance - The Cobb County Sheriff's Office may terminate the contract resulting from this solicitation at any time the performance of the contract is unreasonably delayed or the vendor fails to carry out the provisions of the contract, or if, in the opinion of the Sheriff or his designee, the performance of the contract is unreasonably delayed, or the vendor is violating the contract conditions. Such determination of delay or non-performance shall be in the sole discretion of the Sheriff or his designee. The Cobb County Sheriff's Office shall reasonably provide the vendor with notice of any conditions which are hindering vendor's performance and if, after such notice, the vendor fails to remedy such conditions, the Cobb County Sheriff's Office may, in writing and at its option, terminate the contract without further notice to the vendor and order the contractor to immediately vacate the premises.
  - c. Funding-Out Clause - Notwithstanding any contrary provision of this Agreement, each payment obligation of the Cobb County Sheriff's Office created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of the equipment or functionally similar equipment. If such funds are not allocated and available, this agreement may be terminated by the Cobb County Sheriff's Office at the end of the period for which funds are available. The Cobb County Sheriff's Office shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the Cobb County Sheriff's Office in the event this provision is exercised, and the Cobb County Sheriff's Office shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the Cobb County Sheriff's Office to terminate this Agreement in order to purchase, lease, or rent similar equipment from another party.
  - d. Limitation of Local Debt: In accordance with O.C.G.A. 36-60-13 (a) and Article 9, Section 5, Part I of the Georgia Constitution (1983), this contract shall terminate absolutely and without further obligation on the part of the County at the close of the initial term of this contract.
  - e. Applicability of O.C.G.A. § 36-60-13(a): Any contract shall contain O.C.G.A. § 36-60-13(a) (1) through (4), if applicable.
6. Conditions:
  - a. Default: Should the contractor at anytime fail to comply with the conditions of the contract, which constitute a default, the Cobb County Sheriff's Office shall have the right after providing the contractor with notice of such a default and allowing the Contractor **reasonable** time to cure such default, to exercise any one or more of the following remedies if the Contractor fails to satisfactorily remedy such default:
    1. Obtain another vendor to perform the installation;

2. Recover from the bidder/vendor all losses, damages, penalties and fines, and all reasonable attorneys' fees incurred by the Cobb County Sheriff's Office by reason or result of the bidder's/vendor's default.
- b. **Contract:** The vendor shall provide a copy of their proposed contract as part of their bid. **The Cobb County Sheriff's Office reserves the right to accept, reject, or modify the proposed vendor's contract.**
  - c. All bid responses are to be written to assure legibility, and must be audited prior to submission to ensure correctness.
  - d. All bid responses submitted shall become the sole property of the Cobb County Sheriff's Office.
  - e. **The Cobb County Sheriff's Office requires the vendor to hold harmless and indemnify the Sheriff's Office against all claims made against it relating to the Interactive Classroom Devices & Accessories System Agreement. The Cobb County Sheriff's Office cannot hold harmless or indemnify the vendor. This provision will be made a part of the final Agreement prior to execution. A separate statement shall be provided and signed to this affect.**
  - f. **This ITB and all or a portion of the vendor's response to this ITB shall survive and become a part of any subsequent Contract resulting from this ITB.**
  - g. Current Customers: Vendors shall submit, with their bid, a complete list of at least five (5) current customers for whom they provided Smart Board Systems. The list shall contain a contact person's name and the phone number along with a brief description of the size and scope of this project.
  - h. All expenses incurred in the preparation of the vendor's response and, if applicable, the presentation to the Sheriff's Office and/or participation in any discussions or negotiations shall be the responsibility of the submitting vendor.
  - i. Contractor may be required to provide written confirmation from the manufacturer, that contractor is an authorized distributor (to include maintenance/service) prior to contract award.
  - j. Brand names listed in the specifications are to establish the general quality required. Items of other manufacturers of equal or better specifications will be considered. The CCSO / NCGLEA will be the sole determiner as to whether the substituted item is of equal or better specifications.
  - k. Any deviation from the specifications must be clearly identified in a letter accompanying the bid. The furnishing of cuts, catalogs or printed descriptions will not relieve the bidder of this requirement. CCSO / NCGLEA shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the ITB. Failure on the submitting vendor's part to fully submit information requested shall characterize the vendor as being non-responsive.
  - l. A vendor's failure to deliver any item / services according to specifications set forth in the bid may result in cancellation of the purchase. If any items do not meet these specifications, the item will be picked up at vendor's expense and removed from the premises of the NCGLEA at the sole cost of the vendor.
  - m. If an awarded brand / model are discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand / model must meet or

exceed minimum specifications listed in the Bid document as well the current industry standards. Replacement units must be made available to CCSO / NCGLEA for review and approval prior to the end of the life of the award model. CCSO / NCGLEA reserve the right to accept or reject the replacement item.

- n. The successful vendor will adhere to all applicable Sheriff's Office policy and procedures when providing service within the NCGLEA facility. Failure to comply with the Sheriff's Office policy and procedure may result in immediate removal of the vendor's personnel from the facility and could result in the immediate termination of this Agreement without notice to the vendor.
- o. All questions concerning the Interactive Devices System and Specifications of this ITB shall be directed to:**

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
Fax # (770) 528-1154 E-mail: purchasing@cobbcounty.org

**Deadline for question is Tuesday June 29, 2010 at 5:00pm**

- o. Questions regarding the ITB content should be submitted in writing and will be responded to in writing in the form of an addendum
7. Confidential Information Statement: By submitting a response to this ITB, the proposed vendor acknowledges and shows it understands the Cobb County Sheriff's Office is a government entity and any submitted bids, or subsequent submissions are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-72, et seq.

## **PART II - SELECTION PROCESS and GENERAL REQUIREMENTS**

### **Selection Process:**

The selection will be made to the lowest responsive and responsible bidder meeting all specifications and requirements.

### **General Requirements:**

Vendors responding to this ITB shall, in addition to the previously stated requirements, comply with the following information:

1. The submission of a bid will be considered conclusive evidence that the vendor understand the System requirements.
2. All work specified under this Division of the Specifications shall be in accordance with the most current versions of the following codes and agencies:
  - a. The National Electrical Code
  - b. National Fire Code (N.F.P.A. 72 A)
  - c. Life Safety Code (N.F.P.A. 101)
  - d. All local codes as applicable.
3. All equipment furnished under these Sections of the Specifications shall be U.L. Labeled. Equipment that is not U.L. Labeled shall not be acceptable for use on the project.

4. The contractor must be an authorized distributor of the product lines that they are offering. All equipment furnished, shall be installed under direct supervision of technically qualified, certified full-time employees of the contractor. All material and equipment shall be new without blemish or defect, conforming to requirements of the referenced specifications for the class, kind, type, size, grade and other details as outlined per the manufacturer's recommendation.
5. The intent of these Specifications is to insure that the systems described in this ITB are furnished and installed by technically experienced firms, and further, that the work is fully integrated between the various systems by a single manufacturer who is technically qualified as described herein.
6. The installation work of this Document shall be managed and supervised by an individual with the following qualifications:
  - a. Experience in the applications engineering, installation, and supervision of similar projects both in scope and system type for a minimum of 5 years.
  - b. Full time employee of the contractor.
  - c. Have a working knowledge of all systems installed under this Document.
6. Prior to final inspection, provide certification from the system manufacturer that all equipment has been installed in accordance with the manufacturer's recommendations and all systems are functioning in accordance with the Specifications.
7. Contractor shall furnish the Cobb County Sheriff's Office a written warranty to cover the interactive device system/ components and accessories against defects in workmanship and materials for a period of one (1) year of operation under normal use and service, whichever comes first.
8. Contractor shall establish and maintain quality control of work performed under this section to assure compliance with manufacturer's requirements and maintain records of manufacturer's quality control for all installation operations.
9. Operation and Maintenance Manuals: Vendor must provide an easy to follow simplified user manual for all products installed. The manual should include detailed pictures of the equipment with step by step instructions. One manual for each product should be provided to each classroom. Manuals must be provided prior to sign-off.
10. System final acceptance test of the interactive device systems shall be conducted as directed by the Cobb County Sheriff's Office.
11. Conduct training of the Cobb County Sheriff's Office personnel and provide written documentation, certifying that all training has been satisfactorily completed.
12. Contractor will provide spare parts for the installed components as recommended in the manufacturer's manual.
13. Acknowledge that the Sheriff's Office retains the right, in its sole discretion, to accept or reject, in part or in whole, any or all bids submitted. The Sheriff's Office also reserves the right, in its sole discretion, to reject any or all proposals should it deem that course of action to be in the best interest of the Sheriff's Office and Cobb County.
14. Acknowledge that the Sheriff's Office reserves the right to withdraw this ITB at any time for any reason and to issue such clarifications, modifications and/or amendments, as it deems necessary. Receipt of proposed materials by Cobb County Sheriff's Office, or submission of a bid to Cobb County Sheriff's Office, confers no rights upon the vendor or obligates the Cobb County Sheriff's Office in any manner.

15. Acknowledge that the Sheriff's Office reserves the right to waive irregularities or technicalities, provided that such action is in the best interest of Cobb County Sheriff's Office. However, any such waiver shall not modify any remaining ITB requirements or excuse the vendor from full compliance with the ITB specifications and other contract requirements, if the vendor is awarded the contract.
16. The vendor is required to quote actual prices to perform the specific work. The bid will be evaluated based on Part II: Section Process and General Requirements as outlined in this ITB.
17. Bid duration – bids submitted in response to this ITB must be valid for a period of sixty (60) days from bid submission deadline and must be so marked.
18. Bids must include any and all delivery and/or installation charges. Purchases by Sheriff's Office are not subject to Federal Excise Tax or State and Local Sales Tax.
19. Payment will be made by Cobb County after final delivery and acceptance of all items/services (N + 30). However, final acceptance will not be made until after inspection and approval by CCSO / NCGLEA authorize representatives. The vendor will be required to supply an original and one copy of invoice(s) and to reference all invoices to the purchase order to which they pertain.
20. The Pricing Proposal Cover Sheet  
The price proposal cover sheet is attached as Attachment "A".
21. Modifications or Withdrawal of Bids  
Modifications to or withdrawal of bids that have been submitted may take place without hindrance, at any time up to the deadline for bid submission. After this time, no modification to or withdrawal of bids may be made for any reason whatsoever.
22. Warranty Requirements:
  - a. Interactive components (SMART Podiums, Response, Document Camera and HD Projector) must have a minimum of one (1) year warranty with pricing to upgrade to 2, 3, and 5 year warranty. Warranty should provide Labor only and Labor & Parts options.
  - b. All installation labor and cabling must be warranted for a period of ninety (90) days.
  - c. Vendors must register all SMART components purchased with the manufacture so that the CCSO / NCGLEA can take full advantage of full warranty. Proof of registration must be present to CCSO / NCGLEA after successful installation.

### **PART III - SERVICES TO BE PERFORMED**

#### **GENERAL REQUIREMENTS:**

1. Scope of Work: Furnish and install all interactive components, hardware and software required for a complete interactive classroom system located in the NCGLEA facilities.
2. System Description: The vendor will be installing four (4) identical class rooms at the North Central Georgia Law Enforcement Academy. Each room will include a ceiling recessed electrical screen (16:10), 4000 Lumens 16:10 Mitsubishi projector; audio amplifier and four (4) ceiling speakers as well as custom podium, SMART 422 W Sympodium, SMART Response PEW (32) system, SMART document cameras and Extron Media Link controller. Connecting the interactive pen display to a computer and projector and involve audiences with your favorite applications, different websites or multimedia files and then save notes to share with others.
3. The additional input sources to this system will include:
  - a. Local PC (supplied by Owner / Sympodium)
  - b. Visiting Laptop
  - c. VCR (supplied by Owner)
  - d. SMART document cameras
4. The Media Link controller will control the majority of the components in the room. Control will include:
  - a. Projector On and Off
  - b. Source volume Up and Down
  - c. Screen Up and Down
  - d. Source Selection – Local PC, Visiting Laptop, VCR, Document Camera
5. Information To Be Included with Pricing: Bidders shall include with their bid a narrative describing their technical approach to the project, a listing of all materials proposed to be used, descriptive cut sheets and a system drawing reflecting all major components, their general arrangement and interconnection.

#### **SERVICE REQUIREMENTS:**

1. Install and connect head-end equipment at a location as directed by the Owner.
2. Interactive devices and components must be mounted at locations as directed by the Owner.
3. Electric screens will be mounted in the ceiling and the projector will be ceiling mounted using Chief mounting hardware.
4. PC, Sympodium and VCR will be installed at the podium. The podiums will be located at the front of the room and cabling will be run from the podium to the wall.
5. The Extron Media link controller will be installed in the custom cut out of the podium.

#### **SYSTEM FIELD WIRING**

1. All cabling will be pulled in the wall and above the ceiling. The cables connecting the podium to the wall will be concealed in techflex and fed into the wall through a grommet plate.

2. The local PC will be cabled to the symposium and the output of the symposium will be cabled to the projector.

### **TRAINING**

Provide a minimum of 4 hours of training of the Owner's personnel in the setup, use, maintenance and troubleshooting of all systems and equipment.

### **SPARE PARTS**

Vendor will provide spare parts for the installed interactive classroom systems equipment as recommend in the manufacturer's manual

### **INSTALLATION, TESTING AND ACCEPTANCE**

1. Upon contract award, vendor shall submit a detailed implementation plan. Vendor will cooperate fully in any scheduling requirements of the Sheriff's Office. The Sheriff's Office will designate a coordinator for this project, and vendor will be responsible for keeping that coordinator informed of progress at all times.
2. Vendor shall be responsible for the security and maintenance of all equipment, materials and supplies during the installation process. The Sheriff's Office will not be liable for any loss or damage during the installation process. All sites shall be left in clean, working order at the end of each business day.
3. Vendor shall appoint a single point of contact or project manager who will be accessible to Sheriff's Office staff during the installation process and who will be responsible for all project coordination.

### **PART IV: BOND REQUIREMENTS**

The vendor is not required to furnish a bid bond for this proposal. Liquidated damages will be specified in the Agreement and are not intended as a penalty.

**Performance and Payment Bond:** A performance bond and payment bond will be required in an amount equal to 100% of the cost of the contract.

The performance bond shall be for the use of the Sheriff's Office to insure the completion of the project in the absence of the vendor's ability to perform contracted duties. The performance bond must be in force prior to the signing of the Agreement and must be renewed prior to the signing of any extension to the Agreement. Certified copies of the performance bond must be furnished to the Cobb County Sheriff's Office.

The payment bond shall be for the use and protection of all persons supplying labor, materials, or equipment, or software programming, in connection with the provision of Redundant Server System. The vendor must provide a payment bond prior to the signing of the Agreement and must re-new said bond prior to the signing of any extension to the Agreement. The vendor shall provide the Sheriff's Office with a certified copy on the payment bond.

All required bonds shall be furnished at the expense of the vendor. All bonds shall be corporate surety bonds issued by a surety company authorized to do business in the State of Georgia, shall be on the authorized list of acceptable companies that do business with the

federal government, and shall have a "BEST" or equivalent rating of B7. All bonds shall cover the full term of the Agreement.

**PART V - RESPONSIBILITIES OF THE SHERIFF'S OFFICE**

1. The Cobb County Sheriff's Office shall schedule uninterrupted time in the area where the systems will be installed.
2. The Cobb County Sheriff's Office will provide the following:
  - a. Provide AC power for the Projector in the Ceiling (within 5' of the projector locations)
  - b. Provide AC power for the Podium Components
  - c. Provide AC power for the Electric Screens in the ceiling (within 5' of the screen locations)
  - d. Provide Data Drops for the PC and Laptop connectivity to the network if required
3. The Sheriff's Office will provide vendor and vendor's staff with copies of policies, procedures, and guidelines that govern their conduct while in facilities maintained by the Sheriff's Office.

**PART VI: LIMITATIONS REGARDING SHERIFF'S OFFICE RESPONSIBILITY**

Neither Cobb County, the Sheriff nor Sheriff's Office employees shall be responsible for any injuries; damages; sickness; diseases; emotional stress or trauma; harassment; or loss of income to vendors property or personnel as a result of riots; escape attempts; escaped inmates; fights; jail take-overs; or criminal acts of inmates during the term of this contract and for a period of four (4) years immediately following the termination of this contract.

# **Cobb County General Instructions for Bidders, Terms and Conditions**

## **I. Preparation Of Bids**

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site ([www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

## **II. Delivery**

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

## **III. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received **by 5:00 pm on Tuesday, June 29, 2010** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov). Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

## **IV. Submission of Bids**

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

#### **V. Withdraw Bid Due To Errors**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

#### **VI. Testing and Inspection**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

#### **VII. F.O.B. Point**

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed.

Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

### **VIII. Patent Indemnity**

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

### **IX. Insurance**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### **A. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

#### **C. OTHER INSURANCE PROVISIONS**

1. General Liability, Automobile Liability, and Umbrella Liability Coverages; The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

#### D. ACCEPTABILITY.

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

#### E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

#### F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

#### G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

### **X. Award**

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the

obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

#### **XI. Delivery Failures**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

#### **XII. County Furnished Property**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

#### **XIII. Reject And Withdraw Bids**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

#### **XIV. Contract**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. The County reserves the right to make alterations to Sample contracts.

#### **XV. Non-Collusion**

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

#### **XVI. Conflict of Interest, Etc.**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

#### **XVII. Default**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

#### **XVIII. Disputes**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

#### **XIX. Substitutions**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

#### **XX. Ineligible Bidders**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XXI. Alterations of Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXII. Termination for Convenience**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

**XXIII. Inter-governmental Agreement**

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

**XXIV. Indemnification and Hold Harmless**

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

**XXV. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

**XXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. It is the goal of Cobb County Government to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*

## XXVII. Compliance with Georgia Security and Immigration Compliance Act

Effective: 04/26/10 (Replaces all prior versions)

### BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

#### Definitions:

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Additionally, before a bid for any such service is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b)(1).

Based upon the County’s experience, additional compliance certification shall be required of all contractors and their subcontractors at the time work is commenced under any contract for the physical performance of services.

### PROCEDURE

1. Bid Documents: Bid documents should contain information regarding the contract language requirement below.
2. Responsive Bid Documents: Responsive bid documents must include a signed, notarized affidavit from the contractor in the form attached. If the affidavit is not submitted **at the time of the bid**, the applicant will be **disqualified**.

***This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.***

3. Contract Language: Affirmative language shall be contained in contracts for the performance of services to cover all statutory and County requirements; such language shall require:
  - (a) Affidavits in the form attached be executed from a contractor (and any subcontractors, regardless of tier) showing compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. Such affidavits should be attached to the contract and/or subcontracts.
  - (b) That the contractor will be responsible for securing affidavits, and submitting them to the County, for any subcontractors (or sub-subcontractors) employed or retained for work under the contract.
  - (c) That the contractor will comply with the requirements for submitting Compliance Certification (as discussed below);

- (d) That failure to comply with any of the requirements and procedures of the County (i.e., failure to supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County officials upon request; and/or failure to continue to meet any of the foregoing obligations during the life of the contract) shall constitute a material breach of the contract and shall constitute a material breach of the contract and shall entitle the County to dismiss any general contractor, subcontractor, or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements.
- (e) That upon notice of a material breach of these provisions, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

4. Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto and submit the same to the County.

After commencing work under any contract the physical performance of services, the contractor shall update the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto whenever there is a change in personnel and every six (6) months during the term of the contract.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor and submit the same to the County.

***FORM ATTACHMENTS:***

1. CONTRACTOR AFFIDAVIT & AGREEMENT
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT
3. EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

*Effective: 04/26/10 (Replaces all prior versions)*

## CONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

\_\_\_\_\_  
EEV/Basic Pilot Program User ID Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED

BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*\*The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

***This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.***

Effective: 04/26/10 (Replaces all prior versions)

**EXHIBIT A  
SUBCONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

\_\_\_\_\_  
EEV/Basic Pilot Program User ID Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 201\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*\*The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

*Effective: 04/26/10 (Replaces all prior versions)*

**EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION**  
*(To be completed by Contractors and all Subcontractors prior to contract initiation,  
every 6 months after commencement of work, and at any time that  
there is a change in personnel assigned to the project.)*

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

| <i>(Project Name/Description)</i> |       |       |
|-----------------------------------|-------|-------|
| _____                             | _____ | _____ |
| _____                             | _____ | _____ |
| _____                             | _____ | _____ |
| _____                             | _____ | _____ |

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

**Sworn to by:**

**Contractor Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

SWORN AND SUBSCRIBED  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 201\_

Notary Public  
Commission Expires: \_\_\_\_\_

*Effective: 04/26/10 (Replaces all prior versions)*

**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Mr. Rick Brun, Purchasing Director  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

MBE Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

**This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated**

**Instructions for Completing Exhibit C**  
**Disadvantaged Business Enterprise (DBE)**  
**Participation Report**

**All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.**

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

**\*\*\* Instructions \*\*\***

1. Contractor/Vendor is furnished the one-page *DBE Participation Report* form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

**EXHIBIT C**  
**Cobb County Government Disadvantaged**  
**Business Enterprise Participation Report**

*PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form. ←*

Submitted by: \_\_\_\_\_ Period Invoiced: \_\_\_\_\_

**Name of Prime Contractor/Vendor**

**From/To:**

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

Full Contracted Amount: \$ \_\_\_\_\_ Payment amount requested at this time: \_\_\_\_\_

**1. Are YOU, the Prime Contractor or Vendor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_**

2. Please provide the following information for each subcontractor participating during this reporting period:

| Subcontractor Business Name | Type Service or Product Supplied | Subcontractor Business/Contact Tel. Number | Actual Dollar Value of Subcontractor Participation this Reporting Period |
|-----------------------------|----------------------------------|--|--|
|                             |                                  |  | \$   |
|                             |                                  |  | \$   |
|                             |                                  |  | \$   |
|                             |                                  |  | \$   |
|                             |                                  |  | \$   |
|                             |                                  |  | \$   |
|                             |                                  |  | \$   |

Submitted by: \_\_\_\_\_  
Printed Name

Title or position: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Signature of Authorized  
Representative

**County Departments: Please send this completed form to the Cobb County Purchasing Department,  
ATTN: DBE Report**

**ATTACHMENT "A"**  
**Bid Form**  
**Interactive Classroom Devices & Accessories**  
**Sealed Bid Number: 10-5506**

|    | <b>ITEM DESCRIPTION</b>  | <b>QTY</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
|----|--|------------|------------------|-------------------|
|    | The following is a proposed list of components in association with the North Central Georgia Law Enforcement Academy classroom bidding. The models listed meet the minimum requirements and specifications for this project. Substitute equipment may be proposed as long as it is comparable and is subject to approval through NCGLEA. <b>Any items substituted will be identified by make and model number.</b> |            |                  |                   |
| 1  | Smart Podiums – ID422w Interactive Pen Display (ID422w) –SMART   | 4 Each     |                  |                   |
| 2  | SMART Response PE System with Receiver, 32 Remotes and Software CD (SRP-PE-32) -SMART  | 4 Each     |                  |                   |
| 3  | SMART Document Camera 330 (SDC-330) -SMART   | 4 Each     |                  |                   |
| 4  | WD3300U DLP WXGA Projector (4000 ANSI) 22.7 LBS (WD3300U) –MIT   | 4 Each     |                  |                   |
| 5  | Access / Series E, 137", 16:10, Matt White, 110 V, with Low Voltage Controller (104306L) -Draper   | 4 Each     |                  |                   |
| 6  | 50w mono amp at 25v and 70v (includes external power supply) (CVA50-1) - Stewart   | 4 Each     |                  |                   |
| 7  | STRATT 2, 8" 2-WAY SPKR SSYSTEM (FAP82T) –Atlas  | 16 Each    |                  |                   |
| 8  | Mr. Podium (MP48-s) -RWH   | 4 Each     |                  |                   |
| 9  | Side Dockument drawer (COCDRW) –RWH  | 4 Each     |                  |                   |
| 10 | Work Surface Cutout (WKCUTOUT) -RWH  | 4 Each     |                  |                   |
| 11 | Packaging (COMCAR) -RWH  | 4 Each     |                  |                   |
| 12 | Enhance MediaLink Controller with IP Link Ethernet Control ((60-600-02) - Extron   | 4 Each     |                  |                   |
| 13 | Universal RPA Universal Projector Mount (RPAU) –Chief  | 4 Each     |                  |                   |
| 14 | 8" Ceiling Plate with one slot (CMS-440) –Chief  | 4 Each     |                  |                   |
| 15 | ADJ Pipe 6" to 9" (CMS0060) -Chief   | 4 Each     |                  |                   |

**GRAND TOTAL (Item 1 – 15) \$ \_\_\_\_\_**

**NOTE:**

Include all hardware and cabling necessary for connections.

Installation of speakers requires new wiring.

Projector is to be ceiling mounted and include and necessary equipment for installation.

Projection screen and video source must be controlled via podium control panel.