

**BID #02-25**

**ST. CLAIR COUNTY BOARD OF EDUCATION  
ASHVILLE, ALABAMA**

**BID #02-25**

**Introduction**

**Proposal Due: No later than 2:30 p.m. Wednesday, February 5, 2025**

**410 Roy Drive, Ashville, AL 35953**

**Reference BID #02-25**

**Submit questions by 10:00 a.m. Monday, February 3, 2025**

***Objective***

The St. Clair County Board of Education invites you to bid on the purchase and/or installation of Lu Interactive Playground System(s), or equivalent for the school system.

These Interactive Projection Systems will be purchased and/or installed at up to 6 elementary or middle schools in St. Clair County. The bids should include prices for purchase and/or installation for each of the following: Lu Interactive Playground Systems/ or equivalent that are affixed/mounted and Lu Interactive Playground Systems/ or equivalent that are mobile.

Other information may be made available to interested persons by contacting:

Tiffney Bates  
Staff Accountant  
410 Roy Drive  
Ashville, AL 35953  
Phone: 205-594-2044  
Email: [Tiffney.bates@sccboe.org](mailto:Tiffney.bates@sccboe.org)

Questions regarding the Proposal Process:

Kristi Gibson  
Assistant Maintenance Director  
175 College Street  
Odenville, AL 35120  
Phone: 205-629-2847  
Email: [Kristi.gibson@sccboe.org](mailto:Kristi.gibson@sccboe.org)

## **BID #02-25**

### ***Bid Conditions:***

1. All bidders must visit the work site to get proper measurements and other pertinent information.
2. The St. Clair County Board of Education reserves the right to award this bid on any basis which best serves the interest of the Board and further reserves the right to reject any bid or part of any bid.
3. The successful bidder must be insured or bonded sufficiently to cover any liability to property or persons which might result from the performance of this bid.
4. The successful bidder must furnish all tools, equipment, materials and freight necessary to complete this project in an acceptable manner.
5. The successful bidder must properly dispose of any litter, debris, etc. resulting from this work and leave the area in a clean, uncluttered, and attractive condition.

### ***Specifications of Services to be included:***

#### ***Response Submission***

Responses to this BID must be submitted in sealed packages and delivered to 410 Roy Drive, Ashville, Alabama 35953 no later than **2:30 p.m. Wednesday, February 5, 2025**. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. St. Clair County Board of Education will reject all late arrivals. **“BID #02-25” should be clearly marked on the face of the envelope containing the proposal along with the opening date.** Failure to comply with this may cause the Submission to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial submissions will be allowed. Oral, telephone, faxed or telegraphic BID’s shall not be considered, nor will modifications of BID’s by such communication be considered. The completed BID form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. BID’s made out in pencil will NOT be accepted.

#### ***Costs Associated with Preparation of the Vendor’s Response***

St. Clair County Board of Education will not be liable for any cost incurred by the respondents in preparing responses to this invitation to bid or negotiations associated with award of a contract.

#### ***Future Services for St. Clair County Schools***

The St. Clair County School Board may have additional, new locations that need to have services in the future. Any pricing quoted in this BID must be valid for any additional schools added during the life of this contract. Multiple amendments to this contract must be allowed in the case of additional sites being added to our School System.

***Price Quotations***

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary. Pricing or documentation not included in this proposal will not be allowed after the award of this contract.

The St. Clair County School Board of Education is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4(15), Code of Alabama, 1975.

**Proposals will be required to provide a fee schedule based on the type of services defined in the Scope of Services.**

***Right to Reject***

The Customer reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the St. Clair County Board of Education. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not in a position to adequately perform the contract.

The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of St. Clair County Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the St. Clair County School Board.

**OTHER RESPONSIBILITIES & PROVISIONS**

- A. Entire Agreement. This Agreement constitutes the entire contract between the agency and school regarding the services covered under this Agreement and will supersede any prior agreements between the parties for the same services. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
  
- B. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees

## BID #02-25

the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

- C. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.
- D. Invalid Provision. In the event that a provision of this Agreement is held to be invalid, the remainder of this Agreement will remain in full force and effect.
- E. Confidential Information. Each party agrees to use its best efforts to prevent and protect the other party's Confidential Information, as hereinafter defined, from disclosure to any person other than its employees or agents having a need for disclosure in connection with the provision of services under this Agreement. Confidential Information includes, but is not limited to, costs, profit and margin information, financial information, and client lists, regardless of whether such information is designated as Confidential Information at the time of its disclosure. Confidential Information shall not be deemed proprietary and the receiving party shall have no obligation with respect to such information where the information: (a) was known to the recipient prior to receiving the Confidential Information from the other party; (b) has become publicly known through no wrongful act of the recipient; (c) was received by the recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; (d) was independently developed by the recipient without use of the Confidential Information; or (e) was ordered to be publicly released by the requirement of a government agency. Each party agrees that all Confidential Information shall remain the property of the disclosure. Nothing contained herein shall be construed as granting or implying any transfer of rights to the recipient in the Confidential Information. This clause shall survive termination of the Agreement.

Notwithstanding the provision immediately above, agency acknowledges that the BOARD is a governmental entity that may be obligated to disclose information to third parties pursuant to the public records laws of the State of Alabama. Therefore, notwithstanding any provision in this Section or Agreement to the contrary, to the extent that the BOARD determines, in the exercise of its reasonable discretion, that the disclosure of Confidential Information is required by state law, it does not commit to keep confidential all Information that agency may designate or consider to be Confidential. However, if agency designates information as "Confidential," before making any disclosure of that information to a third party who requests its disclosure, the BOARD will notify the party requesting disclosure of desire to protect the confidentiality of the that Information, and promptly notify agency so that it, at its expense, will be afforded an opportunity to oppose the disclosure.

## **BID #02-25**

- F. Immigration Law Compliance. Agency represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an “unauthorized alien,” as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the “Act”) and (b) during the performance of this Agreement, it shall participate in the E-Verify program as required under the terms of the Act; it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement (with or by 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; it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act; and if it is found to be in violation of this provision, Agency shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.
- G. Quantities: The price offered per item must be allowed the entire term of the contract. St. Clair County Board will decide what is purchased depending on pricing and schedule for training.
- H. Section 200: This project is partially funded by the US Department of Education and the procurement methods indicated in 2 CRF 200, section 320 “Methods of Procurement to be followed: must be adhered to. Prospective bidders should review and understand the code of federal regulations (CRF) and ensure their bid adheres to applicable requirements.
- I. Evaluation: Award will be made to the responsible vendor whose proposal is determined to be most advantageous to the board.
- J. Compliance with Bonding: Under the Alabama Bid Law it is at the owner’s discretion whether or not to ask for a bid bond. Therefore, vendors are not required to submit bonding with their proposal.
- K. Continuance of Contract: The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow continuation of this contract; the contract shall terminate on the date when funds are no longer available.
- L. Additional Purchases: The St. Clair County Board of Education reserves the right to purchase this service for additional, yet unidentified schools, under the same unit pricing and specifications as outlined in this bid.

**BID #02-25**

M. Pricing: Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. Do not include sales tax. Your firm is to indicate a cost for each service listed and any other charges that are required.

Pricing to include cost of licenses, materials, training, annual subscriptions, etc. Detailed information must be provided stating what is included for each category/service.

N. Billing: Payment/Procedure Terms – Net 30

Visa Purchasing Card Synopsis

- Accounts Payable receives invoice from vendor
- Invoices are entered into the card program daily
- The vendor is emailed notification of payment
- Vendor logs onto secure website to obtain a one-time use card number good only for the amount of the invoice (s).
- By submitting a proposal, the vendor/contractor is agreeing to accept payment for invoices via a VISA purchasing card. Successful vendor will receive complete information, once the RFP is awarded. Any problems with collection of payment should be addressed to the Staff Accountant at 205-594-2044.

Having carefully examined the BID documents prepared by St. Clair County Board of Education, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total price shown. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the Customer to reject any or all proposals and waive all technicalities/informalities in connection therewith.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

---

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the St. Clair County Board of Education. We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

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

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

PHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**DEVIATION FORM**

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable. If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications. ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THIS DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**BID #02-25**

**CERTIFICATION OF ELIGIBILITY**

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

---

Organization Name Street Address City, State, Zip

---

Name and Title of Authorized Representative

---

Signature

Date



## BID #02-25

### SAMPLE:

### Lu UNO Interactive Playground specifications

#### Equipment

Each Lu Interactive Playground UNO configuration consists of 3 pre-assembled modules affixed to the ceiling: camera, light and sound projection.

#### Bundle Solution Includes:

- 1 laser projector
- 1 computer
- 1 video camera
- 6 static lights (180W each)
- 2 computerized lights
- 2 speakers (1000W each)
- 1 microphone/headset
- 1 remote control with keyboard
- 1 wireless HDMI IOGEAR (1 port)

#### Installation

- Shipping Included
- Preinstallation site survey at no cost
- Installation by Certified Lu Installers with minimum of 3 years of experience
- Installation by Lu Installers of the ethernet cable from location of the switch to the location where the software will be utilized
- Installation includes a scissor lift for electrical installation if necessary
- Installation materials for Lu Interactive Playground system supplied by certified Lu Installers
- The installation and support team must live in the state of Alabama to provide support within a business day

#### Professional Learning/Training

- Lu Interactive Playground Introduction (30 minutes) of Lu after installation with the main end user
- The Lu On-boarding Training (Full Day Session) is designed to prepare and empower new users to leverage the Lu Interactive Playground in school gymnasiums. With a combined focus on the Lu hardware and software, this training provides the essential technical information needed to empower users and the application information needed to leverage it with students. Through this hands-on training, participants will develop an operational understanding of the Lu and how to access resources, navigate the available games and apps, conduct basic troubleshooting, and use the hardware components for additional audio and video needs.
- Onsite training conducted by a certified educator with twenty years of classroom experience and 3 years of administrative experience

#### On-Going Support

- Freemium Access to the standard applications portfolio (30+ educational apps) Access to basic Lu Community features Punctual release of new applications Includes
- 1 Year Subscription to Lu + (12 new activities/year) 4 basic apps, 8 premium apps and full featured access to the Lu global community where Lu users globally build applications.
- Ongoing support: email, website and face to face within 6 hours if needed
- Post installation on site troubleshooting at no cost

## BID #02-25

### SAMPLE:

### Lu Mobile Interactive Playground specifications

#### Equipment

Each Lu Interactive Playground MÖBIL configuration consists of 5 modules: the main module, two light brackets, and two speakers.

#### Bundle Solution Includes:

- 1 Lamp-based video projector.
- 1 computer
- 1 3D camera
- 6 static lights (180W each)
- 2 computerized lights
- 2 speakers (300W each)
- 1 portable stand
- 1 cushion kit
- 1 remote control with keyboard
- 3 Mobile Transport Cases

#### Installation

- Shipping Included
- Preinstallation site survey at no cost
- Installation by Certified Lu Installers with minimum of 3 years of experience
- Installation materials for Lu Interactive Playground system supplied by certified Lu Installers
- The installation and support team must live in the state of Alabama to provide support within a business day

#### Professional Learning/Training

- Lu Interactive Playground Introduction (30 minutes) of Lu after installation with the main end user
- The Lu On-boarding Training (Full Day Session) is designed to prepare and empower new users to leverage the Lu Interactive Playground in school gymnasiums. With a combined focus on the Lu hardware and software, this training provides the essential technical information needed to empower users and the application information needed to leverage it with students. Through this hands-on training, participants will develop an operational understanding of the Lu and how to access resources, navigate the available games and apps, conduct basic troubleshooting, and use the hardware components for additional audio and video needs.
- Onsite training conducted by a certified educator with twenty years of classroom experience and 3 years of administrative experience

#### On-Going Support

- Freemium Access to the standard applications portfolio (30+ educational apps) Access to basic Lu Community features Punctual release of new applications Includes
- 1 Year Subscription to Lu + (12 new activities/year) 4 basic apps, 8 premium apps and full featured access to the Lu global community where Lu users globally build applications.
- Ongoing support: email, website and face to face within 6 hours if needed
- Post installation on site troubleshooting at no cost