

Response to Bid

Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement

**MANUFACTURER SUPPLIED TECHNOLOGY
EQUIPMENT WITH PERIPHERALS,
SOFTWARE, NETWORKING, EQUIPMENT,
MAINTENANCE AND PROFESSIONAL SUPPORT
SERVICES BID**

Submitted by:

Academic Technologies, Inc.
209-A Industrial Drive
Ridgeland, MS 39157
601-427-3587
www.academictechinc.com

January 16th, 2019
Bid #: ACCS-2019-
01
Return by: February
15, 2019, 4:00 pm

Tab A

LETTER OF TRANSMITTAL

To: Alabama Community College System
Joint Purchasing Agreement

From: Academic Technologies, Inc.
209A Industrial Drive
Ridgeland, MS 39157

Date: February 12, 2019

Subject: ACCS-2019-01

This letter is to confirm that Academic Technologies, Inc. is officially submitting a response to RFB # ACCS-2019-01, due on February 15, at 4:00 pm.

Philip Boyd, President, is authorized to contractually obligate and to negotiate the contract on behalf of Academic Technologies, Inc. He can be reached at 601-427-3587 or 601-624-8181, or at philip@academictechinc.com.

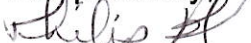
Melissa Roombos, Account Manager, is authorized to contractually obligate and to negotiate the contract on behalf of Academic Technologies, Inc. She can be reached at 251-421-3153, or at melissa@academictechinc.com.

Either Philip Boyd or Melissa Roombos may be contacted for clarification.

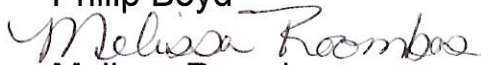
Academic Technologies, Inc. accepts the Conditions Governing the Procurement, unless noted within the response.

Academic Technologies, Inc. has received all information and amendments to this RFB.

Respectfully,



Philip Boyd



Melissa Roombos

Tab B

EVALUATION SUBMISSION FORM

Primary Contract Executives:

Philip Boyd, President
601-427-3587 / 601-624-8181
philip@academictechinc.com

Melissa Roombos, Account Manager
601-427-3587 / 251-421-3153
melissa@academictechinc.com

Sr. Account / Sales Manager:

Joe Dixon, Sales Manager
601-427-3587 / 601-540-5812
joe@academictechinc.com

Technical Support:

April Duncan
601-427-3587
Support@academictechinc.com

Administrative Support:

Donna Dove
601-427-3587
Accounting@academictechinc.com

Tab C

TABLE OF CONTENTS:

A. Letter of Transmittal

B. Evaluation Submission Form and Bid Information Index

C. Table of Contents

D. Response to General Requirements and Specifications

E. Appendices:

1. Certificate of Insurance

2. Alabama Vendor Disclosure Statement

**3. Business Entity Employer Contractor Compliance Form, and
Immigration Compliance**

4. Certifications

5. Vendor Contact Information & Bid Information Index

**F. Manufacturer Pricing, ISO 9001 Certifications, and Authorization
Letters**

1. C2G

2. Chief

3. Crestron

4. Da-Lite

5. Middle Atlantic

6. NEC

7. Planar

8. Sharp

9. SMART Technologies

10. Vaddio

Tab D

RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS:

- 1.1 Academic Technologies, Inc. acknowledges, agrees, and will comply.
- 1.2 Academic Technologies, Inc. acknowledges, agrees, and will comply.
- 1.3 Academic Technologies, Inc. acknowledges, agrees, and will comply.

- 2.1 Academic Technologies, Inc. acknowledges, agrees, and will comply.
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PRODUCT AND SERVICES DELIVERY OVERVIEW (3.22)

Academic Technologies, Inc., based in Ridgeland, MS, was formed and incorporated in 2008 and has been serving the K-12 and Higher Education markets in Mississippi successfully since that time.

With the addition of sales & service offices in Alabama and Kentucky, the company is expanding to include those geographical markets.

Academic Technologies Technical and Sales Representatives hold numerous industry and manufacturer certifications, including CTS, CTS-I, CTS-D, RCDD, and the prestigious InfoComm APEX certification.

Corporate officer is Philip Boyd, President. All corporate offices are in the Jackson, MS area. Sales and technical reps are also located in the Jackson area, along with Administrative and Technical Support representatives, the company warehouse, and shop facility.

The Alabama sales office is located in Mobile, and technical service and installations in Alabama are performed by our in-house Technical Team plus two different subcontracting firms – Wainwright Electronics, Inc. and Thompson Communications, Inc. With the vast industry expertise of these two firms along with our years of experience in-house, we are able to provide the highest level of service and installation.

Academic Technologies maintains a Technical Service Team of six employees based in the Jackson, MS area. This team is comprised of Field Engineers, Design Engineers, Programmers, Service Technicians, and Installation Experts.

All service calls are placed with April Duncan (601-427-3587) or with Melissa Roombos (251-421-3153). Service calls received will be assigned

to the appropriate service technician for the most expedient response and problem resolution possible. Upon award notification of this contract, we will implement a toll-free telephone number for service calls to be placed.

System Service Contracts are available and can be configured to meet the needs of the clients. Service contracts include, at a minimum, on-site service response, telephone support, system training, lamp replacement services, preventive maintenance visits, firmware/software updates, and defective parts replacement.

Optional Service Contract options may include - according to the clients' needs - guaranteed response times, emergency support, meeting and event support, remote monitoring and control system issue resolution, hot-shot equipment replacement, 24/7 phone and email support, and other situations deemed necessary by the client.

Installation scheduling is managed by Donna Dove (601-427-3587), who, along with April Duncan, is also responsible for receiving and tracking inventory required for the completion of each project. This ensures that all projects are completed within the allotted timeframe, and with a successful project that is a turn-key solution for our clients.

Academic Technologies, Inc. represents all of the major Professional Audio Visual manufacturers in the industry, and as authorized resellers, we are able to provide the required level of expertise in both service response and installation services. All technical team members hold numerous industry and manufacturer certifications.

As a business practice, Academic Technologies, Inc. does not request satisfaction surveys from clients. Rather, we depend on immediate and long-term feedback from existing and potential clients. An example of this feedback is an unsolicited review from a client:

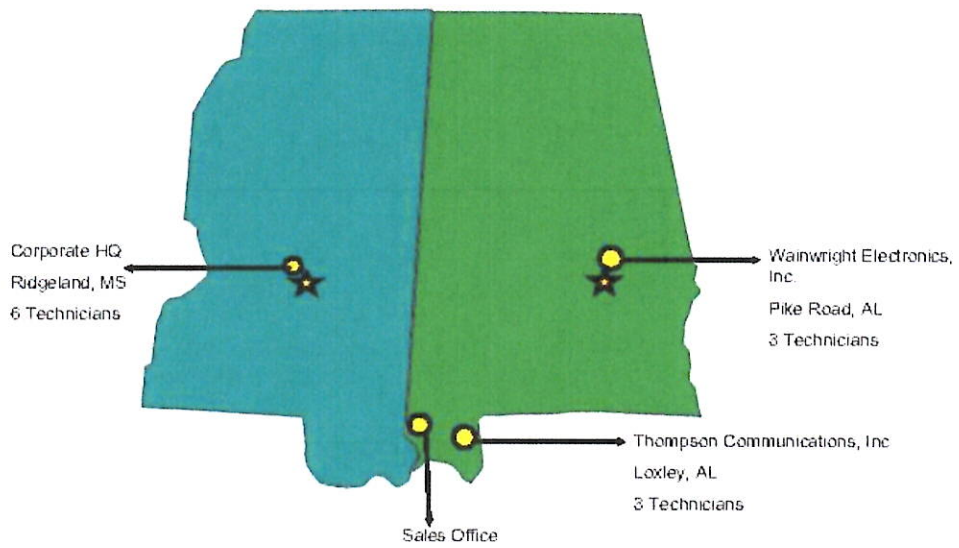
"Melissa is very knowledgeable concerning integrated audio visual systems. She is able to research both legacy and emerging technology, to customize a solution which will retrofit an older room, or build a completely new system from the ground up.

Melissa takes the time to listen her client's business drivers, and design a system that will fill the need according to the budget available. Melissa possesses the ability to plan for future growth of a system from its inception.

Melissa is very personable, and can communicate fluently with technical professionals, procurement professionals, and the ultimate End User.

Melissa has been very accommodating in each project she's done for me, and is quick to follow up with questions that may arise after implementation."

ACADEMIC TECHNOLOGIES, INC.



3.23 Academic Technologies, Inc. acknowledges, agrees, and will comply. Academic Technologies, Inc. is committed to meeting the requirement of quarterly reporting and will provide reports electronically.

Academic Technologies, Inc. is a Value-Added Reseller on the Mississippi Express Products List (EPL) and can demonstrate a history of providing electronic reports to that statewide system.

A fictitious sample report appears as follows:

**Academic Technologies, Inc.
Quarterly Utilization Report
First Quarter 2019 – ACCS 2019-01**

Bayside University		\$192,000
Large Format Displays, Interactive Systems	\$150,000	
Custom Control Systems	\$ 18,000	
Installation & Programming Services	\$ 24,000	
Riverfront State Technical College		\$147,000
Multimedia Systems, including mounting		
Hardware and infrastructure	\$ 98,000	
Custom Control Systems	\$ 29,000	
Installation & Programming Services	\$ 20,000	
Total		\$339,000

3.24 Academic Technologies, Inc. acknowledges, agrees, and will comply.

Upon notification of award, Academic Technologies, Inc. will commit to implementing an internet website that contains the complete ESS as well as product specifications and options. Currently we participate in the online Mississippi EPL, which is similar in approach to the ACCS JPA.

We currently have the ability and preference to accept and process purchase orders and invoices electronically.

3.25 Academic Technologies, Inc. acknowledges, agrees, and will comply.

Monitors: Academic Technologies, Inc. will provide the complete product listing of NEC, Planar, Sharp, and SMART Technologies desktop and large format displays.

Multimedia Hardware: Academic Technologies, Inc. will provide the complete listing of Pro AV products from NEC, Planar, Sharp, Chief, Da-Lite, Middle Atlantic, C2G, and SMART Technologies.

Software: No operating systems are required with any of the offerings, and any proprietary software required for a system to function will be provided.

3.26 Academic Technologies, Inc. acknowledges, agrees, and will comply.

Primary Account Representative:
Melissa Roombos, Mobile, AL
Account Manager
251-421-3153
melissa@academictechinc.com

Marketing Supervisor:
Joe Dixon, Jackson, MS
Sales Manager
601-540-5812
joe@academictechinc.com

Management:
Philip Boyd, Jackson, MS
President

601-427-3587

Administrative Management:

Donna Dove, Ridgeland, MS

Office Manager

601-427-3587

3.27 Academic Technologies, Inc. acknowledges, agrees, and will comply.

References:

Contact Name: Johnny Price

Company Name: The University of Mississippi

Address: PO Box 1848, University MS 38677

Phone #: 662-915-5686

Email: price@olemiss.edu

Multiple classroom, auditoriums & stadiums installations including displays, custom controls, audio, conferencing, & interactive whiteboards. Projects include design, integration, installation services, system training, & ongoing maintenance of all equipment.

Contact Name: Daniel Page

Company Name: Pearl River Community College

Address: 101 Hwy 11 N, Poplarville, MS 39470-5060

Phone #: 877-772-2338

Email: dpage@prcc.edu

Multiple classroom & auditoriums installations including displays, custom controls, audio, conferencing, & interactive whiteboards. Projects include design, integration, installation services, system training, & ongoing maintenance of all equipment.

Contact Name: Robert Hedgepeth

Company Name: University of Southern Mississippi / MS ITS

Address: 118 College Drive #5104, Hattiesburg, MS 39406-0001

Phone #: 601-266-6320

Email: robert.hedgepeth@usm.edu

Multiple classroom & auditoriums installations including displays, audio, custom controls, conferencing, & interactive whiteboards. Projects include design, integration, installation services, system training, & ongoing maintenance of all equipment.

Contact Name: Mike Roberts

Company Name: MS Department of Transportation

Address: 401 N. West Street, Jackson, MS 39201

Phone #: 601-359-7454

Email: maroberts@mdot.ms.gov

Multiple conference rooms, board rooms, training centers, and auditoriums installed over a period of several years. Systems include displays, audio systems, conferencing and collaboration solutions, digital signage, and custom control systems. Services include project management, programming, design, and ongoing maintenance of all systems.

Contact Name: Mike Evans

Company Name: Mobile County Emergency Management Agency

Address: 7350 Zeigler Blvd, Mobile, AL 36608

Phone #: 251-460-8033

Email: mevans@mcema.net

Integrated Audio-Visual systems throughout new state-of-the-art facility, including Video Walls, large format displays, conferencing solutions, audio systems, and custom control systems. Services include project management, programming, design, and ongoing maintenance of all systems.

Contact Name: Juan Cobar

Company Name: 333 Training Squadron

Address: 613 Hangar Road, Keesler AFB, MS 39534

Phone #: 228-377-1867

Email: juan.cobar@us.af.mil

Installed 42 technical classrooms with SMART Technologies interactive monitors, wall mounts, and connectivity. Assisted in software installation, and follow-up questions. Provided on-site system training sessions for instructors.

3.28 Academic Technologies, Inc. acknowledges, agrees, and will comply.

Academic Technologies, Inc. proposes the following manufacturers' product listings, and will provide the discounts from the MSRP as shown below. Some discounts may be adjusted according to items and quantities purchased by an ACCS entity.

C2G- up to 20% discount off list pricing, depending on the scope of the project.

Chief – up to 20% discount off list pricing, depending on the scope of the project.

Crestron- up to 20% discount off list pricing, depending on the scope of the project.

Da-Lite – up to 20% discount off list pricing, depending on the scope of the project.

Middle Atlantic – up to 20% discount off list pricing, depending on the scope of the project.

NEC – Education discounts are normally 10-25% and Academic Technologies, Inc. will honor these prices.

Planar – up to 15-20% discount off list pricing, depending on the scope of the project.

Sharp – up to 20% discount off list pricing, depending on the scope of the project.

Vaddio - up to 20% discount off list pricing, depending on the scope of the project.

SMART Technologies – Education pricing is included in the ESS, and Academic Technologies, Inc. will honor those prices. Additional discounts may be provided depending on the scope of the project.

All included manufacturers' baseline pricing or MSRP is included in the ESS, and all proposals to ACCS entities will be provided at discounts ranging from 5-20%, at a minimum.

Academic Technologies, Inc. Services Offerings:

Basic Installation Services	\$ 85 per hour
Advanced Installation Services	\$115 per hour
Project Management	\$115 per hour
Programming	\$115 per hour

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Tab E

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4.1.2 Academic Technologies, Inc. acknowledges, agrees, and will comply.

5.1 Academic Technologies, Inc. acknowledges, agrees, and will comply.

APPENDICES:

6.1 Academic Technologies, Inc. acknowledges, agrees, and will comply with the list of participating ACCS institutions and other participants.

6.2 Academic Technologies, Inc. acknowledges, agrees, and will comply.

Locations:

Ridgeland, MS – Warehouse, Technical Shop, Administrative Management, and Service Dispatch offices.

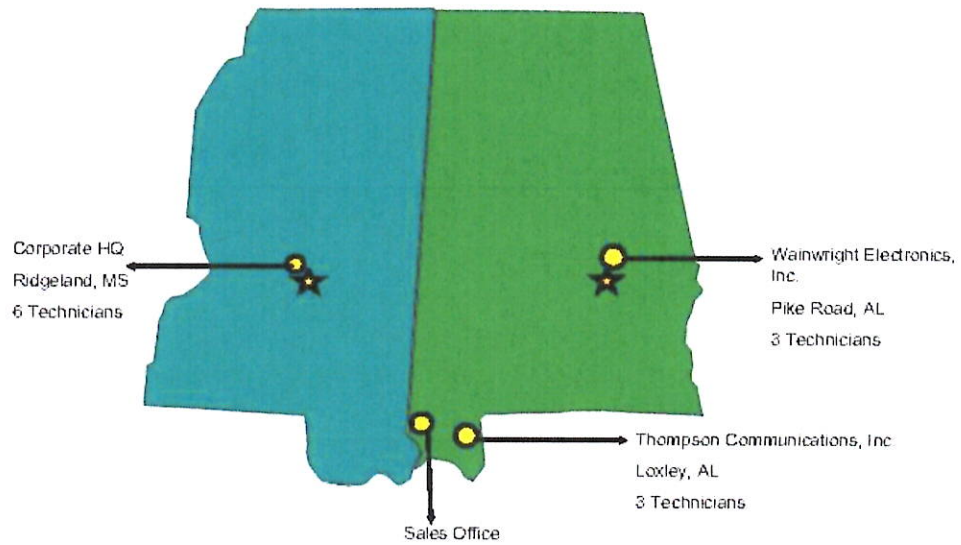
Jackson, MS – Sales and Sales Management Office

Mobile, AL – Sales Office

Pike Road, AL – Subcontractor Location

Loxley, AL – Subcontractor Location

ACADEMIC TECHNOLOGIES, INC.



6.3 Academic Technologies, Inc. acknowledges, agrees, and will comply.

A fictitious sample report appears as follows:

**Academic Technologies, Inc.
Quarterly Utilization Report
First Quarter 2019 – ACCS 2019-01**

Bayside University		\$192,000
Large Format Displays, Interactive Systems	\$150,000	
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Multimedia Systems, including mounting		
Hardware and infrastructure	\$ 98,000	
Custom Control Systems	\$ 29,000	
Installation & Programming Services	\$ 20,000	
Total		\$339,000

6.4 Academic Technologies, Inc. acknowledges, agrees, and will comply.

6.5 Academic Technologies, Inc. acknowledges, agrees, and will comply.

Vendor Name: Academic Technologies, Inc.

Last Updated: February 14, 2019

JPA Website Address: www.academictechinc.com/jpa

Tab E.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2019

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

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

PRODUCER Renasant Insurance, Inc. 962 Hwy. 51 N Madison MS 39110	CONTACT NAME: Millicent Williams	FAX (A/C, No): (601) 605-4613	
	PHONE (A/C, No, Ext): (601) 853-4605	E-MAIL ADDRESS:	
INSURED ACADEMIC TECHNOLOGIES, INC 209 A & B INDUSTRIAL DR. RIDGELAND MS 39157	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Company		20443
	INSURER B: Accident Fund Insurance Co of America		10166
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL1851642196 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2097755561	05/08/2018	05/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2097755561	05/08/2018	05/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6016996892	05/08/2018	05/08/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCV6120129-03	12/01/2018	12/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	BBP PERSONAL PROPERTY			2097755561	05/08/2018	05/08/2019	Deductible \$500 \$87,875

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

CERTIFICATE HOLDER

CANCELLATION

Proof Of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Tab E.2



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

Academic Technologies Inc

ADDRESS

209B Industrial Drive

CITY, STATE, ZIP

Ridgeland MS 39157

TELEPHONE NUMBER

601-427-3587

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Community College System

ADDRESS

135 South Union St

CITY, STATE, ZIP

Montgomery, AL 36130

TELEPHONE NUMBER

(334) 293-4500

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Mobile County Emergency Mgmt	Audio Visual Equipment	\$444,401

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

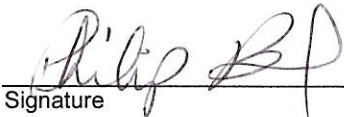
If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.


2/14/19
 Signature Date


2/14/19
 Notary's Signature Date



Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Tab E.3

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Mississippi

County of Hinds

Before me, a notary public, personally appeared Philip Boyd (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President (state position) for Academic Technologies Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Philip Boyd Signature of Affiant

Sworn to and subscribed before me this 14 day of February, 2019.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Donna M Dove Signature and Seal of Notary Public



Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12, 2011

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Academic Technologies Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 939098

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 939098

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 939098

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 939098

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 939098

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 939098

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 939098

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 939098

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 939098

Approved by:

Employer Academic Technologies Inc	
Name (Please Type or Print) Dove Donna	Title
Signature Electronically Signed	Date 01/19/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/19/2016

Company ID Number: 939098

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Academic Technologies Inc
Company Facility Address	209A Industrial Dr 209A Industrial Dr Ridgeland, MS 39157
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	262419473
North American Industry Classification Systems Code	454
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 939098

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSISSIPPI 1 site(s)

Company ID Number: 939098

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Dove Donna
Phone Number (601) 427 - 3587
Fax Number (601) 605 - 4835
Email Address accounting@academictechinc.com

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Tab E.4



CERTIFIED TECHNOLOGY SPECIALIST

Design

Philip Boyd

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Design, has met the requirements of the AVIXA independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist-Design and the CTS®-D designation.

Jeremy Caldera, CTS-D, CTS-I
Chair, AVIXA Independent
Certification Committee



The AVIXA Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program.



CERTIFIED TECHNOLOGY SPECIALIST Installation

Phillip Boyd

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Installation, has met the requirements of the AVIXA independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist-Installation and the CTS®-1 designation.

A handwritten signature in black ink, appearing to read "Jeremy Caldera".

Jeremy Caldera, CTS-D, CTS-I
Chair, AVIXA independent
Certification Committee



The AVIXA Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program.



CERTIFIED TECHNOLOGY SPECIALIST Installation

Joseph Dixon

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™-Installation, has met the requirements of the AVIXA Independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist-Installation and the CTS®-I designation.

Jeremy Caldera, CTS-D, CTS-I
Chair, AVIXA Independent
Certification Committee



The AVIXA Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program.



CERTIFIED TECHNOLOGY SPECIALIST

Thomas McGregor

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist™, has met the requirements of the AVIXA independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist and the CTS® designation.

Effective Date
September 21, 2018
Date of Expiration
September 30, 2021
Certification Number
1344812

Jeremy Caldera, CTS-D, CTS-I
Chair, AVIXA Independent
Certification Committee



The AVIXA Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024:2012 Standard General Requirements for Bodies Operating Certification Schemes of Persons program.

Certificate of Achievement

Presented to

Phillip Boyd

*For demonstrating outstanding dedication to safe and current installation methods by
successfully completing requirements of the*

Installer's Forum

*This certificate entitles you to:
InfoComm - 1 RU, NSCA - 2 LU, CEDIA - 1 CEU*

1/21/2010
Date

Mike Moon
Mike Moon
Product Trainer





DMC-E

DIGITAL MEDIA CERTIFIED ENGINEER

This certifies that

PHILIP BOYD

has successfully completed the requirements of the
Crestron DigitalMedia™ certification program
and is hereby awarded the title of

DigitalMedia Certified Engineer

Date 5-26-2011

Certification Number E-108-110526-2321

Authorized Signature 



DMC-D

DIGITAL MEDIA CERTIFIED DESIGNER

This certifies that

PHILIP BOYD

has successfully completed the requirements of the Crestron DigitalMedia™ certification program and is hereby awarded the title of

DigitalMedia Certified Designer

Date 5-25-2011

Certification Number D-108-110526-5040

Authorized Signature 



This Certifies That

PHILIP BOYD

Has Successfully Completed

CTI-P101 FOUNDATIONS OF CRESTRON PROGRAMMING

05/09/2014

Date

Authorized Signature

Tab E.5

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Philip Boyd, President	601-427-3587	philip@academictechnic.com
Sr. Account/Sales Manager(s) (by region if necessary)	Joe Dixon, Sales Manager	601-427-3587	joe@academictechnic.com
Account/Sales Manager(s) (by region if necessary)	Melissa Roombos, Alabama Representative	251-421-3153	melissa@academictechnic.com
Technical Support	April Duncan	601-427-3587	support@academictechnic.com

BID INFORMATION INDEX

Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

	Document Name	Page Number(s)
Product and Services Delivery Overview	Response to General specifications.	5-7
Geographic Coverage	Response to General specifications.	8
Availability of Technical Support	Response to General specifications.	5-7
Problem Resolution	Response to General specifications.	5-7
Customer Satisfaction	Response to General specifications.	5-7
Value Added Services	Response to General specifications.	5-7
Reporting	Response to General specifications.	9 & 16
Electronic Commerce	Response to General specifications.	10
Breadth of Offering	Response to General specifications.	10-13
Primary Account Representative	Melissa Roombos	2
References	Response to General specifications.	11
Pricing Level and Guarantee	Response to General specifications.	12-13