

Request for 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

Sealed bids are to be addressed to the physical mailing address in the following manner:

Joint Purchase Agreement Initiative
135 South Union Street Suite #135
Montgomery, Alabama 36104

Response by:

ShareStream Education Resources, LLC

January 16th, 2019

Bid #: ACCS-2019-01

Return by: February 15th, 2019 at 4:00 PM CST

Cover Letter

To Whom It May Concern,

ShareStream Education Resources, LLC (ShareStream) is pleased to submit a bid to the Alabama Community College System (ACCS) for the Alabama Community College System and Alabama Higher Education Joint Purchasing Agreement.

ShareStream, a leader in online video and media management systems for higher education has been serving higher education, since 2006, when the ShareStream Video Platform launched at Georgetown University. ShareStream has extensive experience working with state systems. For example, the California State University System, the largest public university system in the U.S. with 23 campuses and 474,600 students and 49,000 faculty and staff recently selected ShareStream's Video Platform to enhance online teaching and learning statewide.

ShareStream understands that one of ACCS's main objectives for this Request for Bid is for participating entities to achieve cost savings and for the State of Alabama to realize economies of scale via the Joint Purchasing Agreement. ShareStream's bid reflects the Company's willingness to partner with ACCS to accomplish this objective.

The ShareStream team is deeply committed to our clients, whom we regard as our partners. Should ShareStream receive the award for this Request for Bid, ShareStream would regard it as a privilege to collaborate with ACCS's institutions and other entities participating in this contract to achieve the institution's goals for streaming media.

Sincerely,



Philip Isles

ShareStream Education Resources, LLC
www.sharestream.com
11600 Sunrise Valley Drive
Suite 400
Reston, VA 201

Tab A - Letter of Transmittal

Letter of Transmittal

- A. Identify the submitting organization
ShareStream Education Resources, LLC
11600 Sunrise Valley Drive, Suite 400
Reston, VA 20191
www.sharestream.com
- B. Identify the name and title of the person authorized by the organization to contractually obligate the organization
Philip Isles
Head of Customer Success
(310) 592-1698
philip.isles@sharestream.com
- C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
Jessica Weinstein
Chief Revenue Officer
888-875-9475 ext. 225
jessica.weinstein@sharestream.com
- D. Identify the names, titles and telephone numbers of persons to be contacted for Clarification
Philip Isles
Head of Customer Success
(310) 592-1698
philip.isles@sharestream.com
- E. Explicitly indicate acceptance of the Conditions Governing the Procurement
ShareStream Education Resources, LLC accepts the Conditions Governing the Procurement.

- F. Signed by the person authorized to contractually obligate the organization

Philip Isles. _____

Title: _____

Date: _____

- G. Acknowledge receipt of any and all amendments to this RFB.

ShareStream Education Resources, LLC acknowledges receipt of any and all amendments to this RFB.

Tab B – Evaluation Submission Form

Evaluation Submission form

Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process.

Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. . If the information below changes, please send a revised version of this page to JPA- Notification@accs.edu.

Vendor Name: ShareStream Education Resources, LLC ____ Last Updated: __February 14, 2019____

JPA Website Address: ____www.sharestream.com____

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	David Weinstein	(888) 875-9475	djw@sharestream.com
Sr. Account/Sales Manager(s) (by region if necessary)	Philip Isles	(310) 592-1698	philip.isles@sharestream.com
Account/Sales Manager(s) (by region if necessary)	Bill DiPietro	(215) 896-1473	bdipietro@sharestream.com
Technical Support	Deb Ghosh	(888) 875-9475	Support@sharestream.com

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RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS

GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

ShareStream accepts Conditions Governing the Procurement section in the letter of transmittal.

3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

ShareStream accepts this requirement.

3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s)

ShareStream accepts this requirement.

3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

ShareStream accepts this requirement.

3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly

identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

ShareStream accepts this requirement.

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

ShareStream accepts this requirement.

3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

ShareStream accepts this requirement.

3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

ShareStream accepts this requirement.

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following:

- (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

ShareStream accepts this requirement.

3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

ShareStream accepts this requirement.

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama

ShareStream accepts this requirement.

3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

ShareStream accepts this requirement.

3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provisions in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

ShareStream accepts this requirement. Per Alabama Community College System's request please see below specific supplementary language, which enables ShareStream to provide the

discounted pricing offered for this RFB. This language reflects the fact that ShareStream provides Software as a Software-as-a-Service, as described in 3.25 Breadth of Offering.

Use and Restrictions

ShareStream hereby grants to Alabama Community College System institution or participating entity a nonexclusive, nontransferable right to use the Platform solely for Alabama Community College System institution or participating entity's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Alabama Community College System institution or participating entity are reserved by ShareStream and its licensors. Alabama Community College System institution or participating entity may use the Platform solely for performing functions and transmitting data related to its business and educational purposes and for the purpose of allowing Alabama Community College System institution or participating entity's students, faculty, personnel and other authorized persons (including open access as to certain content as determined by Alabama Community College System institution or participating entity) (collectively, "End Users") to use the Platform in accordance with this Agreement. Each of the parties shall be responsible for the actions indicated on Schedule A.

Alabama Community College System institution or participating entity will not (i) permit the Platform to be used by or for the benefit of anyone other than Alabama Community College System institution or participating entity or Alabama Community College System institution or participating entity's End Users or (ii) access the Platform for service bureau or commercial time-sharing use. Alabama Community College System institution or participating entity will not have the right to license or sell rights to access and/or use the Platform, except as expressly provided herein. Alabama Community College System institution or participating entity may not modify, translate, reverse engineer, decompile or create derivative works based upon the Platform. Alabama Community College System institution or participating entity agrees to use the Platform in a manner that complies with all applicable laws including intellectual property laws.

Ownership of Intellectual Property. ShareStream (and its licensors, where applicable) shall own all right, title and interest in and to the Platform. ShareStream reserves all rights not specifically granted herein.

Confidentiality. Each party agrees that it will not, and will not permit any of its employees, agents or affiliates to, use or disclose to any third person any Confidential Information of the other party, except to the extent necessary to perform its obligations hereunder. "Confidential Information" means: (i) a party's trade secrets, confidential information, client lists, test codes, test information, contact information, ShareStream's logic, design and coding methodology, and know-how embodied in and/or related to, the Platform, or either party's products and

services, as evidenced by or embodied in any business or technical information, idea, design, concept, technique, invention, discovery or improvement, whether or not patentable, which is not generally known in the industry, and (ii) the terms of this Agreement. Information shall not be considered to be Confidential Information if the receiving party proves with documentary evidence that such information: (i) was known by the receiving party, without an obligation of confidentiality, prior to its disclosure to the receiving party; (ii) is or becomes lawfully available to the receiving party without obligation of confidentiality from a source other than the disclosing party provided such source is not subject to an obligation of confidentiality; (iii) was or becomes publicly available without breach of this Agreement; or (iv) is independently developed by the receiving party without use of the Confidential Information of the disclosing party. In addition, either party may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction. In such event, the party required to disclose shall promptly notify the other party of such order or subpoena to provide the disclosing party an opportunity to protect its interests. Nothing in this Agreement shall preclude ShareStream from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by ShareStream in the performance hereunder. For clarification, pursuant to the Alabama Trade Secrets Act, ShareStream's logic, design and coding methodology, and know-how embodied in and/or related to, ShareStream's system and Platform (i) are not generally ascertainable by proper means, (ii) all have a significant economic value, actual or potential, (iii) provide a competitive advantage to ShareStream, (iv) are considered ShareStream trade secrets (v) if disclosed, would cause substantial injury to ShareStream's competitive position and (vi) are not open to public inspection.

Warranty

Alabama Community College System institution or participating entity acknowledges that the Platform is being provided without warranty in its current "AS IS" condition and on an "AS AVAILABLE" basis without warranties of any kind. Alabama Community College System institution or participating entity warrants that Alabama Community College System institution or participating entity has the right to provide the data, information, content, or other material that Alabama Community College System institution or participating entity stores in the Platform ("Customer Data") and the Customer Data does not infringe the copyright, patent, trade secret, trademark or other proprietary rights of a third party. Alabama Community College System institution or participating entity bears all responsibility, liability and fees for Customer Data, content or other materials uploaded, placed or otherwise accessed by Alabama Community College System institution or participating entity or Alabama Community College System institution or participating entity's users through the Platform. For further clarification, Alabama Community College System institution or participating entity shall be solely responsible for all Customer Data and the use thereof through the Platform or otherwise.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SHARESTREAM MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SHARESTREAM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Indemnification. ShareStream shall have no liability for any claim of infringement based on (i) Platform which has been modified by parties other than ShareStream; (ii) use of the Platform in conjunction with data where use with such data gave rise to the infringement claim; or (iii) use of the Platform with non-ShareStream software or hardware, where use with such other software or hardware gave rise to the infringement claim. Should the become, or in ShareStream's opinion is likely to become, the subject of a claim of infringement, ShareStream may, at its option, (i) obtain the right for Alabama Community College System institution or participating entity to continue using the ; (ii) replace or modify the so it is no longer infringing or reduces the likelihood that it will be determined to be infringing; or (iii) if neither of the foregoing options is commercially reasonable, terminate the license for the . Upon such termination of the licenses, ShareStream will refund to Alabama Community College System institution or participating entity, as Alabama Community College System institution or participating entity's sole remedy for such license termination, all prepaid license fees paid by Alabama Community College System institution or participating entity for the terminated license. This Section states the entire liability of ShareStream with respect to any claim of infringement regarding the Platform.

Limitation of Liability. IN NO EVENT SHALL SHARESTREAM'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL SHARESTREAM BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE PLATFORM, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT OBTAINED FROM OR THROUGH THE PLATFORM, EVEN IF SHARESTREAM HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

ShareStream accepts this requirement.

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

ShareStream accepts this requirement.

3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

ShareStream accepts this requirement.

3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to; manufacturer price reductions and special promotional offerings.

ShareStream accepts this requirement.

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

ShareStream accepts this requirement.

3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ShareStream accepts this requirement.

3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

<u>KIND OF INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory – Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall

each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

ShareStream accepts this requirement.

3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

ShareStream accepts this requirement.

SPECIFICATIONS

This section contains specifications and relevant information vendors should use for the preparation of their responses. Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Product and Services Delivery Overview

The Video Platform for Education

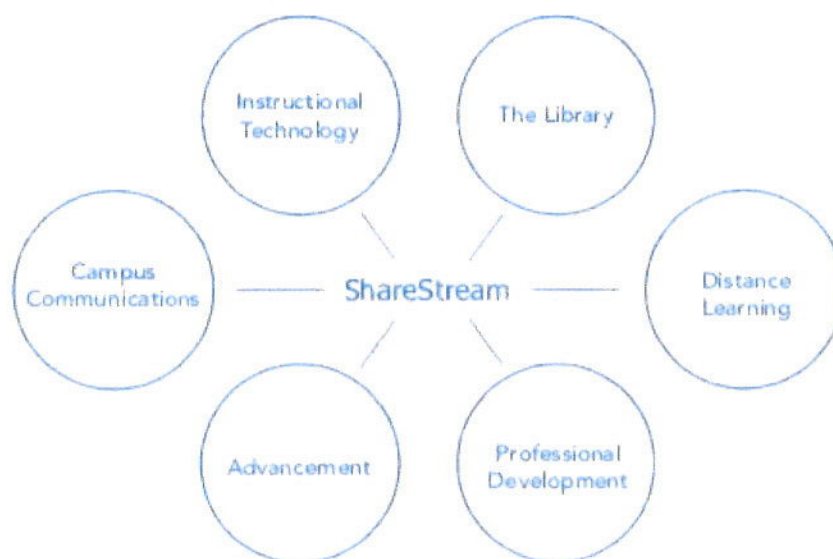


Product Overview

Adoption of video and audio content by higher education has skyrocketed, driven largely by the emergence of online degree programs and flipped classrooms, where streaming media plays an integral role in students' online learning experience—not to mention the growth of institutional media repositories and online video for engaging potential students and alumni.

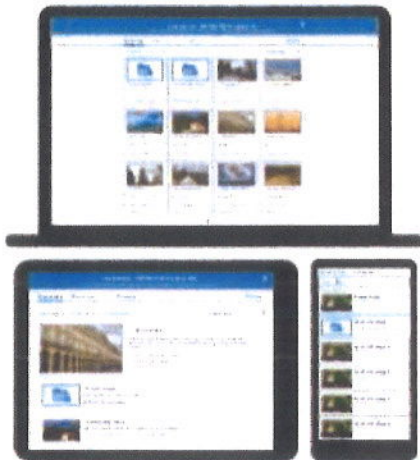
The ShareStream Video Platform—a turnkey media-management system, complete with digital rights management and access control—is tailored specifically to the unique needs of academic institutions, where streamlined content ingestion, centralized media management, scalable closed captioning, and collaborative video-based learning are paramount.

The ShareStream Platform fulfills rising demand from universities and colleges worldwide for a campus-wide media-management system designed expressly to service—all from a single solution—a wide variety of departments and groups, including:



The Pick-n-Play Course Application

Find, play and interact with course media content from any device with ease.



Pick-n-Play enables academic institutions to:

simplify
video workflows

extend
Learning Management
Systems with a hub for
all course media content

foster
active learning

facilitate
vibrant online
conversations about
media content.

Application Overview

The Pick-n-Play Course Application is a state-of-the-art video learning application for instructional and student-generated content that integrates seamlessly with Learning Management Systems (LMSs). It provides instructors and students with an easy-to-use solution for uploading, tagging, playing, and collaborating on course media content.

Pick-n-Play is:



Easy-to-Use

Pick-n-Play includes the ShareStream Next User Experience —ShareStream's all-new UX and UI—which provides an enhanced look and feel, a simplified layout and intuitive navigation.



Accessible

In keeping with ShareStream's commitment to developing applications that are accessible to all users, Pick-n-Play was built with a focus on accessibility throughout every phase of the product-development lifecycle. Key accessibility features include keyboard navigation; an accessible media player; closed captioning; and compatibility with assistive technologies, such as screen readers.



Collaborative and Interactive

Key functionalities include ShareStream's pioneering features for student media submissions and ShareStream's comments feature, which enables users to post comments at specific points in a video or audio asset's timeline as well as engage in multilevel threaded conversations regarding media content in real time.



Responsive

Pick-n-Play's User Interface (UI) is fully responsive—the application dynamically displays the optimal layout of the Pick-n-Play UI depending on the size of a user's screen, regardless of whether a user accesses Pick-n-Play from a PC, tablet or smartphone.

Introducing ShareStream's New Closed Captioning Service

ShareStream's closed-captioning service provides a scalable, reliable and affordable solution for captioning the rapidly expanding media collections of universities and colleges. The captioning service streamlines and simplifies the workflow for captioning media content and is seamlessly integrated with the ShareStream Video Platform.



In one simple step, users are able to upload, transcode and generate closed captioning for media files from the ShareStream Uploader.

For video and audio content that has been previously ingested into the ShareStream Platform, the captioning service provides authorized users the ability to generate captions directly from Pick-n-Play, ShareStream's application that powers video-based learning and integrates seamlessly with Learning Management Systems.



Seamless Integration with Learning Management Systems



The ShareStream Platform integrates with all major Learning Management Systems (LMS).

Authorized users are able to record, upload and add media content directly from an LMS text editor. This feature can be accessed from all locations from which an LMS text editor is available, including announcements, assignments, content, discussions, quizzes and other locations in an LMS.

Instructors are able to create video assignments, from which students are able to submit video or audio content to instructors for assessment and grading.

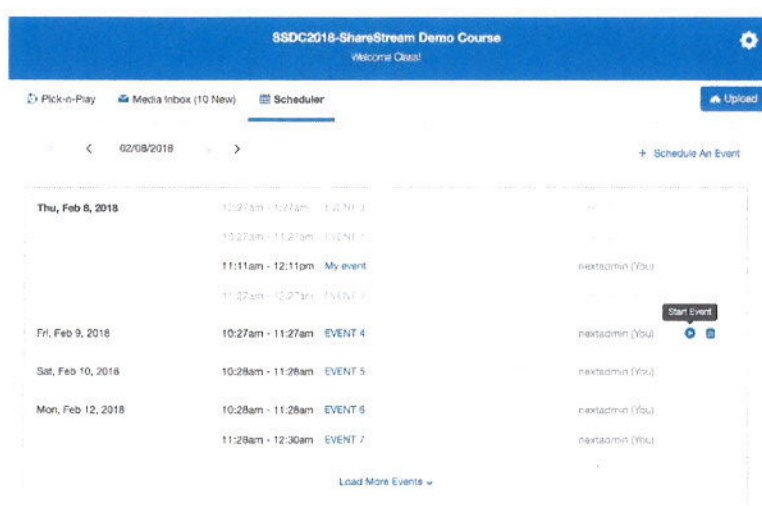
ShareStream's integrations with LMSs includes ShareStream's Course Media Copy Wizard, which guides instructors through copying course media folders from prior courses to new courses in a few simple steps.

ShareStream Offers Integration With Learning Management Systems and Zoom Video Conferencing At No Additional Cost

The ShareStream Scheduler allows users to schedule and manage events of various types, including Zoom meetings. The tool can be accessed directly within a Learning Management System, through the Pick-n-Play Application.

ShareStream's integration with Zoom was developed in collaboration with the California State University (CSU) system to service CSU campuses who utilize the ShareStream Platform as well as Zoom.

Below, we've included a screenshot of our scheduler in action, which allows users to schedule events that are automatically recorded and stored on the ShareStream platform:



ShareStream Provides Training For A Client's Sharestream Administrators, Project Leads And Power Users

All ShareStream licenses include live training sessions led by a ShareStream trainer. ShareStream training sessions are typically conducted over ShareStream's web-conferencing/screen-sharing system.

ShareStream has developed an array of training workshops that are designed for different types of users, such as Instructional Technologist, Media Specialists, Librarians, and System Administrators.

Our Clients Are Our Partners

ShareStream has developed many longstanding relationships with institutions of higher education, including Georgetown University, ShareStream's original anchor client in higher education, who has been using the system since 2006, and Tulane University, who has been using the ShareStream Platform since 2007.

Please see relevant Client Success Stories below

CSU, Fullerton's ShareStream Implementation

Adoption in 2018:

- Used in 1,776 courses in CSUF's Moodle environment
- 6,372 media assets stored in the system
- More than 85,000 plays/on-demand requests for media content served

The Benefits:

- Enhances security and digital rights management
- Reliably delivers media via HTML5 player
- Aligns with CSUF's Accessible Technology Initiative: easy-to-use closed captioning service for no additional fee.

CSU, Fullerton received the gold award in the External Collaborations category at the 2018 Cal State Tech Conference for the university's work with ShareStream

California State University Channel Islands's ShareStream Implementation:

ShareStream has had the opportunity to work with California State University Channel Islands (CSUCI), an institution of high education in the California State University system, since the Fall of 2013. Use cases for CSUCI's ShareStream implementation include extending CSUCI's Learning Management Systems with the ShareStream Platform to enhance online teaching and learning and managing the Library's media collections.

ShareStream has collaborated extensively with the CSUCI Team on product accessibility. For example, CSUCI worked closely with ShareStream on creating the requirements for the ShareStream Platform's integration with CaptionSync, Automatic Sync Technologies' service for closed captioning.

Through implementation of the ShareStream Platform, CSUCI has achieved a significant growth in adoption from CSUCI's prior media-management solution.

Tulane University's ShareStream Implementation:

Since 2007, Tulane has utilized the ShareStream Platform to manage and stream media content for a wide array of use cases across the University, including teaching and learning, the library and fully online programs.

ShareStream has collaborated closely with the Tulane team on a number of innovative projects. For example, Tulane and ShareStream collaborated on the rollout of **ShareStream's closed-captioning service**.

The ShareStream Platform is integrated with Tulane's **Canvas Learning Management System**, as well as with Tulane's **Zoom environment**.

Bucks County Community College's ShareStream Implementation:

Since 2013, ShareStream has had the opportunity to work with Bucks County Community College (BCCC), a two-year, public institution located in Bucks County, Pennsylvania that services approximately 10,000 students across four campuses, including the College's "Virtual Campus."

BCCC sought an online video and media management solution that was:

- Easy-to-use for instructors, students and staff
- Tightly integrated with BCCC's **Canvas Learning Management System**
- Able to deliver media to desktop computers and mobile devices, and transcode media files to the state-of-the-art formats and codecs
- Able to control access to media content with Digital Rights Management
- Able to provide password-protected access to course-related media, but also provide open-access to public media.

BCCC also sought a media-management solution that provided features that would help to fulfill the College's policies and best practices for online media, including compliance with ADA, FERPA and copyright policies.

BCCC selected ShareStream as the College's solution for campus media in 2013. The College's utilizes ShareStream's Learning Tools Interoperability (LTI) Tool for Learning Management Systems, as well as ShareStream's Public Media Portal. The project leads for BCCC's ShareStream implementation utilize MediaManager application, the primary administrative application of the ShareStream Platform, to manage media and assist users college-wide.

Please refer to 3.27 References (Page 29) for more information.

Bid Offer to Alabama Community College System

ShareStream allows institutions of higher education to leverage the full power of rich media to educate and communicate, while reducing costs associated with storing, creating, managing and securely delivering rich-media assets.

The ShareStream Video Platform is tailored to the unique needs of academic institutions, where streamlined content ingestion, scalable closed captioning, centralized media management and LMS interoperability are paramount. The ShareStream Platform is a true campus-wide media management system designed expressly to service—all from a single solution—a wide variety of departments and groups, including:

- Instructional Technology/Academic Computing
- The Library
- Distance Learning
- Professional Development
- Advancement
- Campus Communications.

Among other benefits, implementation of the ShareStream Platform enables academic institutions to:

- Enhance student engagement and learning outcomes by leveraging ShareStream's interactive video-learning solution
- Simplify video workflows
- Consolidate multiple silos of media content into a centralized, institution-wide media-management system to achieve economies of scale
- Secure and control access to media content through Digital Rights Management designed expressly for educational institutions
- Embrace innovative teaching models, including flipped classrooms and active learning
- Reliably service massive-scale media implementations and high volumes of concurrent user accesses.
- Secure and control access to media content through Digital Rights Management designed expressly for educational institutions
- Increase media utilization and access to media resources
- Reliably service massive-scale media implementations and high volumes of concurrent user accesses.

The ShareStream Platform is a turnkey solution for the Alabama Community College System and Alabama Higher Education's online media requirements to:

- **Upload and transcode** media to multiple file formats, including files for streamed media for all of the predominant end formats, as well as files for downloads and podcasts
- **Batch migrate** large multimedia collections in an automated fashion
- **Submit video assignments** and other types of student-generated content to instructors
- **Capture and record** video from desktop computers as well as mobile devices

- **Generate captions** for the rapidly expanding media collections of universities and colleges in a scalable, streamlined workflow
- **Create** clips from whole works
- **Store and manage** media collections in an enterprise-wide asset-management system optimized for large rich media files
- **Catalog** media assets with the appropriate metadata
- **Search** and efficiently browse for and identify relevant learning objects via metadata-driven advanced search
- **Control** access to copyrighted content and manage digital media licenses via higher-education-specific digital rights management, access control, security, and identity management
- **Deliver** online media globally via streaming, downloads and podcasts to users with wide-ranging levels of Internet connectivity
- **Deep embed thumbnails** to multiple locations, including websites, applications, and even emails, in a secure, password-protected manner or in an open environment, through ShareStream's deep-embedding functionality
- **Integrate** with academic institutions' learning management systems, authentication and authorization services and single sign-on solutions, all of which ensures that mission-critical content is available to students wherever they go online to learn
- **Audit** all user and content accesses via a reporting tool and analytics dashboard, which allows educations to glean insights on student engagement.

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

ShareStream Technical Support

ShareStream prides itself in providing timely and effective Technical Support. All ShareStream Technical Support Engineers are based in the United States, where the majority of ShareStream's clients are located. In addition to having a skilled team that is committed to achieving client success, the factor that our technical support engineers are domestically based is one of the key factors that allow ShareStream to provide superior support.

Availability of Technical Support

ShareStream provides Technical Support for Standard P2 issues Monday to Friday, 8:00 am to 8:00 pm ET with a 2-hour response time for P2 questions.

Problem Resolution

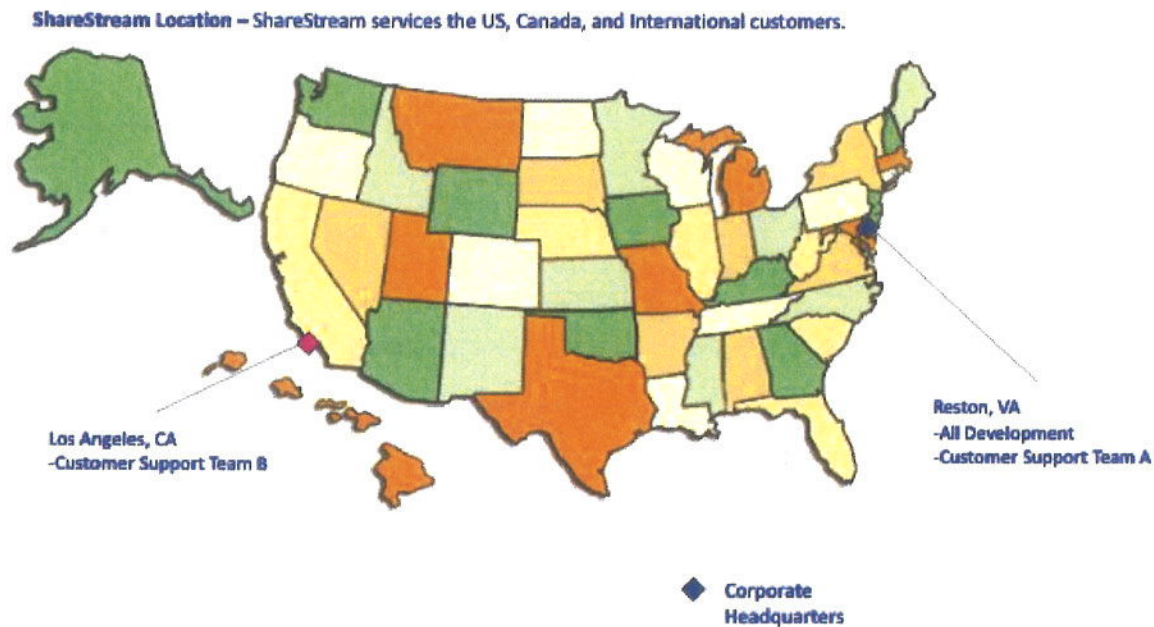
For P1 issues, ShareStream provides 24/7 Support and a 1-hour response time with emails and calls routed to on-duty ShareStream Technical Support Representatives. P1 support requests may be escalated to the Sr. Technical Support Engineer and Software Development Sr. Architect if necessary.

Customer's support questions are generally emailed to support@sharestream.com and we accept support calls at a 1-888 customer support telephone number as well.

ShareStream Technical Support and software updates are included with the ShareStream software subscription license.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Certain ShareStream customers have been using the Company's technology for over ten years as described in 3.22, Product and Services interviews. ShareStream clients have received multiple industry awards for their ShareStream implementations. Please see this section for more information on the objectives institutions have achieved by implementing ShareStream.



Value Added Services

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

For a map with the locations where each type of value-added service may be provided, please refer to the Geographic Location Section above.

Content-Migration Services:

Special Benefit for Participating Entities: Complimentary Content-Migration Services

As a special benefit for ACCS, ShareStream will provide complimentary services for migrating the entities preexisting media assets to the new SaaS ShareStream environment.

ShareStream Engineering will be granted the necessary access by the entity in order to complete the content migration.

Prior to ShareStream Engineering initiating the content migration, the Alabama Community College System and Alabama Higher Education Institution's Team must:

- Provide ShareStream Professional Services with SFTP access to the files that the entity would like to migrate into the ShareStream Platform
- Remove or separate files that the entity does not want to be migrated into the ShareStream Platform
- Provide ShareStream Professional Services with access to sample files in preparation for the initiation of the content-migration scripts.

All ShareStream licenses include:

- Integration with the Alabama Community College System and Alabama Higher Education Institution's Learning Management System
- Integration with the Alabama Community College System and Alabama Higher Education Institution's authentication and authorization services and/or single sign-on (SSO) solution
- Unlimited machine-generated captions
- Customer support for the Alabama Community College System and Alabama Higher Education Institution's project leads
- Training for the Alabama Community College System and Alabama Higher Education Institution's project leads
- Software updates and maintenance.

3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or

direct access to Internet or other databases that may be used to administer the agreements or support marketing.

ShareStream agrees to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this specification. Below is a template of a report designed for a system to monitor cost savings and adoption from a system-wide agreement with ShareStream.

<u>Campus/ Institution</u>	<u>Category</u>	<u>Model Quantity</u>	<u>Description</u>	<u>Pricing</u>
XXXX	Software	Up to 8,000 Users and 5 TB of Storage Space	ShareStream Video Platform (Software-as-a-Service Instance)	\$XX,XXX
XXXX	Software	Up to 2,000 Users and 2.5 TB of Storage Space	ShareStream Video Platform (Software-as-a-Service Instance)	\$XX,XXX
XXXX	Software	Up to 2,000 Users and 2.5 TB of Storage Space	ShareStream Video Platform (Software-as-a-Service Instance)	\$XX,XXX
XXXX	Software	Up to 8,000 Users and 5 TB of Storage Space	ShareStream Lite (Software-as-a-Service Instance)	\$XX,XXX
XXXX	Software	Up to 40,000 Users and 10 TB of Storage Space	ShareStream Video Platform (Software-as-a-Service Instance)	\$XX,XXX
XXXX	Software	Up to 2,000 Users and 2.5 TB of Storage Space	ShareStream Lite (Software-as-a-Service Instance)	\$XX,XXX
XXXX	Software	Up to 4,000 Users and 2.5 TB of Storage Space	ShareStream Lite (Software-as-a-Service Instance)	\$XX,XXX
XXXX	Software	Up to 8,000 Users and 5 TB of Storage Space	ShareStream Lite (Software-as-a-Service Instance)	\$XX,XXX
XXXX	Software	Up to 40,000 Users and 10 TB of Storage Space	ShareStream Lite (Software-as-a-Service Instance)	\$XX,XXX

3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

ShareStream accepts this requirement.

As requested, ShareStream has included an ESS separately within this bid. Upon acceptance of a bid from ACCS, ShareStream will provide an Internet website that contains the complete ESS as well as product specifications and options. This ESS would be hosted on www.sharestream.com and will be available to all procuring entities, providing guidance and assistance with product selection, purchase order tracking, and reporting, or an ACCS site if preferred.

3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Software
 - The ShareStream Video Platform and ShareStream Lite are Software provided to clients as Software-as-a-Service.

The ShareStream Platform consists of the following applications:

Pick-n-Play, the primary ShareStream application for end-users, powers interactive video-based learning and collaboration. Pick-n-Play enables faculty and students to find, play, and interact with course media content from any device with ease.

Pick-n-Play can be accessed within a Learning Management System (LMS)—which is included in ShareStream's Building Block for Blackboard Learn—or it can be accessed outside of Blackboard Learn as a standalone media portal, i.e., the **ShareStream Media Portal**.

[Learn More.](#)

MediaManager, the primary administrative application of the ShareStream Platform, which provides administrative users with a full-featured media management solution for vast collections of video, audio and image assets. Key functionalities include:

- Bulk Upload
- Collection Management
- Metadata and Cataloging
- Metadata-Driven Advanced Search
- Digital Rights Management (DRM) and Fine-Grained Permissions
- User Management and Permissions
- Media Publishing and Syndication Functionality (Podcasts, RSS Feeds, Embed Code, Hyperlink, etc.) and features to Publish a Collection as a Playlist
- Metadata-Driven Advanced Search
- Reporting and Analytics.

[Learn More.](#)

ShareStream's Integrations Learning Management Systems: ShareStream integrates with all major Learning Management Systems, including Blackboard Learn, Brightspace by D2L, Canvas by Instructure, Moodle and Sakai.

ShareStream offers its products to institutions of higher education as a Software-as-a-Service (SaaS) hosted out of ShareStream's cloud partner, Amazon Web Services's (AWS) data centers.

- Professional Services
- Other

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Software

ShareStream provides two models/variations: the ShareStream Video Platform and ShareStream Lite.

The ShareStream Video Platform is comprised of all ShareStream applications.

ShareStream Lite consists of the ShareStream's LMS integrations and ShareStream MediaManager application, **but not the ShareStream Media Portal**

Please refer to 3.30 Equipment and Services Schedule for all pricing information related to this bid.

The subscription license for the ShareStream Video Platform includes:

- All ShareStream applications
- Installation services
- Integration with the Alabama Community College System and Alabama Higher Education Institution's Learning Management System
- Integration with the Alabama Community College System and Alabama Higher Education Institution's authentication and authorization services and/or single sign-on (SSO) solution
- Unlimited machine-generated captions
- Customer support for the Alabama Community College System and Alabama Higher Education Institution's project leads
- Training for the Alabama Community College System and Alabama Higher Education Institution's project leads
- Software updates and maintenance.

The subscription license for ShareStream Lite includes:

- All ShareStream's Learning Management System Integrations
- Installation services
- Integration with the Alabama Community College System and Alabama Higher Education Institution's Learning Management System
- Integration with the Alabama Community College System and Alabama Higher Education Institution's authentication and authorization services and/or single sign-on (SSO) solution
- Unlimited machine-generated captions
- Customer support for the Alabama Community College System and Alabama Higher Education Institution's project leads
- Training for the Alabama Community College System and Alabama Higher Education Institution's project leads
- Software updates and maintenance.

- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable.

Vendors must provide a list of the operating systems for each of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
- Servers
- Networking Equipment
- Audio and Video Conferencing Equipment

- VOIP/Unified Communications Solutions
- Key and Access Control Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
- Servers
- Networking Equipment
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers Printers Monitors Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

Installation, LMS integration, Zoom integration, authentication service integration and training for the Alabama Community College System and Alabama Higher Education Institution's project leads are included in ShareStream licenses for no additional fee.

3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

Primary account representative

Name Bill DiPietro

Title Director of Sales Operations

Phone (215)-896-1473
Email: bdipietro@sharestream.com

Marketing supervisor responsible for the performance of the agreement

Name Philip Isles
Title Head of Customer Success
Phone (310) 592-1698
Email philip.isles@sharestream.com

3.27 ShareStream References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

California State University Office of the Chancellor

401 Golden Shore, Long Beach, CA 90802
562-951-4000
Michael Berman
Chief Innovation Officer/Deputy CIO
mberman@calstate.edu

Bucks County Community College

275 Swamp Road, Newtown, PA 18940
215-968-8000
Karl Carter
Director, Personal and Professional Development
Karl.Carter@bucks.edu

Tulane University

6823 St. Charles Avenue, New Orleans, LA 70118
504-865-5000
Mike Griffith
Faculty Technology Coordinator
mgriffi@tulane.edu

3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount

from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

Firm Price – Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

ShareStream has provided ACCS institutions and other authorized entities an approximately 25% volume discount of the Company's baseline pricing. Please refer to the ESS and 3.25 for pricing level and guarantee information

3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

If selected as a finalist, ShareStream would welcome the opportunity to meet with the Evaluation Committee. The proposed primary account representative would attend the oral and conduct the presentation, as described in this specification.

3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

ShareStream has submitted with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25. The ESS is submitted in a single file, PDF format on a USB drive, per Question #7 of the JPA 2019 FAQ

3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

ShareStream shall deliver its computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, ShareStream shall provide products or services only upon the issuance and acceptance by ShareStream of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. ShareStream may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

3.32 Title Passage

Title to equipment shall pass to the procuring entity upon acceptance of equipment. ShareStream provides Software-as-a-Service and does not provide physical equipment.

3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term. ShareStream accepts this specification.

3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and conditions of this RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order
- D. vendor's response

ShareStream accepts this specification.

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for

services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

ShareStream accepts this provision.

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

ShareStream accepts this provision.

C. Invoices

Invoices shall be submitted to the procuring entity.

ShareStream accepts this provision.

3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

ShareStream accepts this provision.

3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

ShareStream accepts this provision.

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

ShareStream accepts this provision.

3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor

ShareStream agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by ShareStream.

For more information on ShareStream Support, please refer to the Technical Support section of this bid.

3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

ShareStream accepts this provision.

3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

ShareStream accepts this provision.

3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

ShareStream accepts this provision.

3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

ShareStream accepts this provision.

3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

ShareStream accepts this provision.

3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

ShareStream accepts this provision.

3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

ShareStream accepts this provision.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

ShareStream accepts this provision.

3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

ShareStream accepts this provision.

3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

ShareStream accepts this provision.

3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

ShareStream accepts this provision.

3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

ShareStream accepts this provision.

3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

ShareStream accepts this provision.

3.53 Vendor Disclosure Statement

Act 2001-955 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. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Thursday, February 28th, 2019. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

ShareStream accepts this provision.