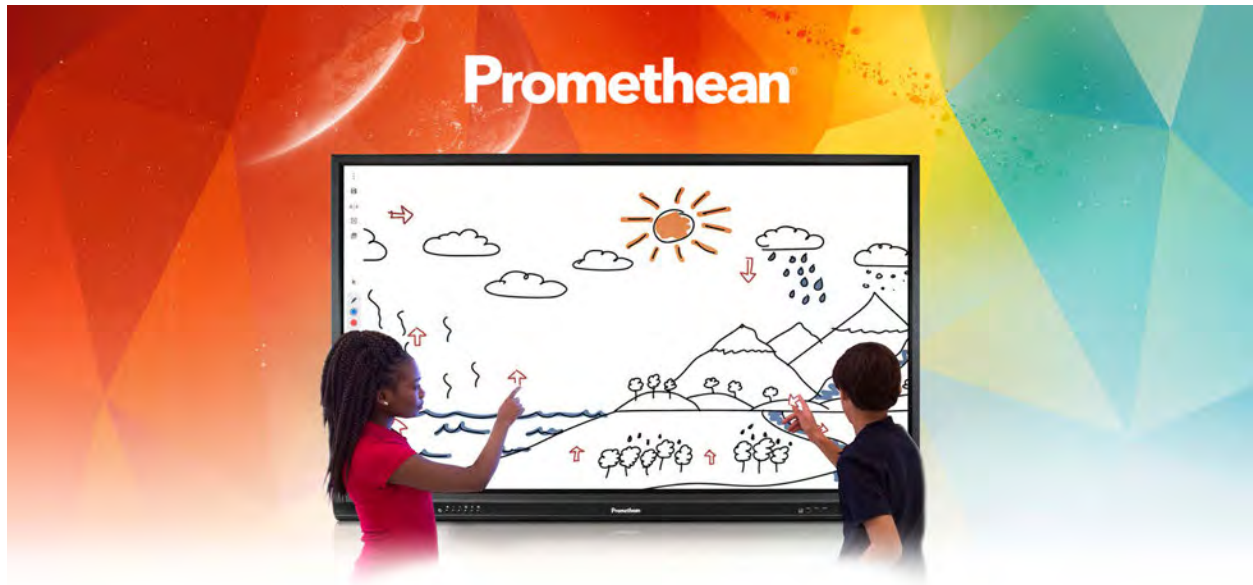


**Response to NCPA RFP:
Audio/Visual Products and Services – 29-20**



November 19, 2020

Submitted by:

Nicole Blair

RFP and Contracts Specialist, Promethean

us.bids@prometheanworld.com

678-393-1001

**Tab 1:
Master Agreement / Signature Form**

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 - \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Promethean Inc.
Address	720 Olive Way, Suite 1500
City/State/Zip	Seattle, WA 98101
Telephone No.	(888) 652-2848
Fax No.	678-534-8156
Email address	Allyson.Krause@prometheanworld.com
Printed name	Allyson G. Krause
Position with company	Executive Vice President and General Counsel
Authorized signature	<i>Allyson Krause</i>

**Tab 2:
NCPA Administrative Agreement**

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Promethean Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 01-110, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Audio/Visual Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount
Total				_____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

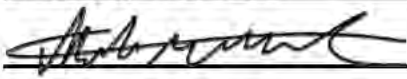
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

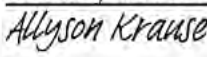
◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: December 8, 2020

Vendor:

Promethean Inc.
Name: Allyson G. Krause
Title: Executive Vice President and General Counsel
Address: 720 Olive Way, Suite 1500
Seattle, WA 98101
Signature: 
Date: Nov 16, 2020

Tab 3: Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Seattle, State of Washington

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other:

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Nicole Blair

Title: RFP and Contracts Specialist

Company: Promethean Inc

Address: 4550 North Point Parkway, Suite 370

City: Alpharetta

State: GA

Zip: 30022

Phone: 678-393-1001

Email: us.bids@prometheanworld.com

- Purchase Orders

Contact Person: Nicole Blair

Title: RFP and Contracts Specialist

Company: Promethean Inc.

Address: 4550 North Point Parkway, Suite 370

City: Alpharetta State: GA Zip: 30022

Phone: 678-393-1001 Email: us.bids@prometheanworld.com

- Sales and Marketing

Contact Person: Nicole Blair

Title: RFP and Contracts Specialist

Company: Promethean Inc.

Address: 4550 North Point Parkway, Suite 370

City: Alpharetta State: GA Zip: 30022

Phone: 678-393-1001 Email: us.bids@prometheanworld.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

Tab 4: Vendor Profile

Vendor Profile

Company's official registered name.

Promethean Inc.

Brief history of your company, including the year it was established.

Promethean was incorporated in Delaware on March 14, 2002. Promethean is a global education technology company that improves learning productivity by developing, integrating, and implementing innovative 21st century learning environments that help make everyone more engaged, empowered, and successful.

Company's Dun & Bradstreet (D&B) number.

149300381

Company's organizational chart of those individuals that would be involved in the contract.

Please refer Promethean's Organizational Chart within Tab 4.

Corporate office location.

- **List the number of sales and services offices for states being bid in solicitation.**
- **List the names of key contacts at each with title, address, phone and e-mail address.**

Promethean's Headquarters is in Seattle, Washington, with additional offices in Alpharetta, Georgia as well as in regions of the world. Promethean sells through a large channel of Authorized Resellers. We have Field Sales Representatives and Inside Sales Representatives in house that support our Authorized Resellers and Customers. We also have an in-house Professional Development Team. Please Refer to Promethean's Authorized Reseller List in Tab 4.

Define your standard terms of payment.

The majority of sales through this contract will be through Promethean's authorized resellers which have their own payment terms and will be made available to NCPA customers at the time of the quote or order placement. In the event that any sales occur directly between Promethean Inc. and NCPA customer, then the terms are Net 30 from the date of invoice.

Who is your competition in the marketplace?

Promethean's main competitors include Newline, SMART Technologies, and Viewsonic.

What differentiates your company from competitors?

For over 20 years, Promethean has been dedicated to education. We were one of the first companies to introduce the interactive whiteboard for the classroom and the ActivPanel Elements Series continues our tradition of developing purposefully designed products that are designed by teachers for teachers, to be used in the classroom.

Promethean offers award-winning lesson delivery software that is included with the purchase of an ActivPanel and does not have subscription fees. Promethean also offers installation, technology implementation, professional development, custom consulting, an in-house U.S. based support team and more.

Describe how your company will market this contract if awarded.

Promethean continually markets NCPA as one of its preferred contracts and an excellent vehicle for educational product sales. Promethean will announce the contract award to all internal Sales Team Members and listed Authorized Resellers.

Describe how you intend to introduce NCPA to your company.

Promethean's sales teams are well versed in the NCPA Contract and will be updated upon this contract award.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Promethean's website, www.prometheanworld.com, serves as our online catalog for customers. Promethean's Authorized resellers have internal online ordering tools and resources.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Promethean has an in-house Call Service Center that is held to high global standards for both new hires and ongoing training. Online support is available 24X7 via www.support.prometheanworld.com. Email support is available, and responses are usually provided within the next business day. Phone support is available during normal business hours (8:30am – 5:30pm Eastern). There is a callback option available to ActivCare Users.

Green Initiatives

Please refer to Promethean's Environmental Policy Statement included in Tab 9. For more information refer to <https://www.prometheanworld.com/legal/social-environmental/>.

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Refer to Tab 9 – Required Documents.

Promethean - NCPA Contract Support



Promethean Authorized Resellers
NCPA Solicitation Number 29-20

Advanced Classroom Technologies (AK, CA, ID, NV, OR, WA)

19007 59TH Dr NE Ste B
Arlington, WA 98223

Chelsea Judge
chelseaj@act-ol.com
P: (800) 355-2905
www.act-ol.com

AXI (AL, LA, MS)

68361-3 Commercial Way South
Manderville, LA 70471

Debbie Harmeyer
debbie@axiedu.com
P: (888) 493-0608
www.axiedu.com

Bridgetek Solutions LLC (GA, SC, NC)

744 East Stone Avenue
Greenville, SC 29601

Vance Milford
vmilford@bridgeteksolutions.com
P: (864) 214-0221
www.bridgeteksolutions.com

Candoris Technologies LLC (NJ, NY)

475 N Weaber Street
Annville, PA 17003

Lucas Van Der Ploog
lvanderploog@candoris.com
P: (973) 903-6229
www.candoris.com

Promethean Authorized Resellers
NCPA Solicitation Number 29-20

Clinton Learning Solutions (DC, DE, MD, NJ, PA, VA)

1282 Smallwood Dr. W Ste. 505
Waldorf, MD 20603

Rob Cruiss
rob@clintonls.com
P: (610) 504-1849
www.clintonlearningsolutions.com

Connecting Point Computer Center (IA, MN, ND, SD, WI)

303 South 3rd Street
Bismarck, ND 58504

David Lewis
dlewis@connectingpoint.biz
P: (320) 582-0234
www.connectingpoint.biz

ConvergeOne (National)

555 Ontario Mills Pkwy
Ontario, CA 91764

Stephen Monteros
SMonteros@convergeone.com
P: (909) 230-7007
<https://convergeone.com>

Empower Learning (IN, OH)

705 Bristol Court
Greenwood, IN 46143

Rhonda Tutton
rtutton@empower-learning.com
P: (317) 865-0557
www.empower-learning.com

Encore Technology Group (AL, FL, GA, NC, SC, TN, VA)

2000 Wade Hampton Blvd Suite 210
Greenville, SC 29615

Michael Knight
mknight@encoretg.com
P: (888) 983-6267
www.encoretg.com

Promethean Authorized Resellers
NCPA Solicitation Number 29-20

Haddock Education Technologies (AR, CO, IA, ID, IL, KS, MO, MT, NE, OK, WY)

8625 E 37th St. N Ste. 104
Wichita, KS 67226

Richard Haddock
sales@gohaddock.com
P: (316) 558-3849
F: (316) 425-6347
www.gohaddock.com

Konica Minolta Business Solutions USA, dba All Covered

750 Estate Dr. Ste. 104
Deerfield, IL 60015

Adam Goebel
agoebel@allcovered.com
P: (636) 368-4389
F: (847) 374-0100
www.allcovered.com

Keyboard Consultants, Inc. (NJ, NY)

6 Kingsbridge Rd
Fairfield, NJ 07004

Wayne Copeland
waynecopeland@keyconsult.com
P: (973) 882-0063 ext. 204
F: (973) 882-0071
<http://www.keyconsult.com>

Micro Computer Systems Inc DBA MicroK12 (ID, MT, OR, WA, WY)

12631 Beverly Park Road
Lynnwood, WA 98087

David McNurlen
dmcnurlen@microk12.com
P: (800) 658-1000 ext. 2734
F: (866) 217-1034
<https://www.microk12.com>

Personal Computer Systems, Inc. (KY, NC, TN)

1720 Topside Rd.
Louisville, TN 37777

Dan Spear
dspear@pcsknox.com
P: (865) 273-1960
www.pcsknox.com

Promethean Authorized Resellers
NCPA Solicitation Number 29-20

ProComputing (TX)

747 Port America Place Ste. 200
Grapevine, TX 76051

Michael McKinstry
mckinstry@procomputing.com
P: (214) 634-2450
www.procomputing.com

ProLogic ITS (AL, GA, FL, NC, SC, TN)

106 Northpoint Pkwy, Bldg 2 Ste 350
Acworth, GA 30102

Matt Leszynski
matt.leszynski@prologictis.com
P: (866) 923-0513
www.prologictis.com

STS Education (National)

130-A W Cochran Street
Simi Valley, CA 93065

Shawn Runner
shawn.runner@stseducation-us.com
P: (866) 499-2580 ext. 1800
www.stseducation.com

Synergetics DCS, Inc. (AL, AR, FL, MS)

501 Hwy 12 W Ste. 100
Starkville MS 39759

David Palmer
dpalmer@syndcs.com
P: (662) 461-0103
www.synergeticsdcs.com

Promethean Authorized Resellers
NCPA Solicitation Number 29-20

Technology Integration Group (National)

2731 Broadway St. NE
Albuquerque, NM 87107
Starkville MS 39759

John Cowie (National)
john.cowie@tig.com
P: (317) 294-7545

Bob Branch (Mid-Atlantic)
Bob.branch@tig.com
P: (757) 636.2219

Total Performance Services dba PowerUp EDU (AL, FL, GA, NC, SC)

29 North Park Square Ste. 200
Marietta, GA 30060

Jerry Gaillard
jerry@powerupedu.com
P: (888) 517-3824
<http://powerupedu.com>

Troxell (National)

4675 E. Cotton Center Blvd., Ste. 155
Phoenix, AZ 85040

Mark Barber
mark.barber@trox.com
P: (602) 437-7240 x1003
<http://www.etroxell.com>

XIT Solutions (CA)

1112 20th St.
Bakersfield, CA 93301

Shawn Santerre
ssanterre@xitsolutions.com
P: (661) 635-0365 ext. 201
M: (661) 889-4498
www.xitsolutions.com

**Tab 5:
Products and Services / Scope**



Promethean® is a global leader in interactive displays for education, offering a comprehensive suite of products, accessories, software, and services to ensure the successful implementation and integration of technology into all types of learning environments—from in-person to remote to hybrid.

Interactive Displays

ActivPanel® Elements™ Series

Our ActivPanel Elements series of interactive displays are at the core of our offerings. This award-winning, innovative, easy-to-use tool gives educators the power to facilitate collaboration, create engaging lessons, and promote student achievement.

Promethean Panel Management

The Promethean Panel Management system empowers school IT administrators to manage all ActivPanel Elements series interactive displays from one remote location. They can deploy updates, enroll new panels, set permissions, ensure security, view device and user details, and more.

Accessories

ActivPanel Stands and Wall Mounts

Our thoughtfully designed stands and wall mounts allow educators to configure their classrooms to meet their specific needs. Options include height-adjustable mobile stands, fixed-height mobile stands, fixed wall mounts, and height-adjustable wall mounts.

Promethean® Chromebox

For schools operating within the Chrome OS ecosystem, the Promethean Chromebox provides certified and seamless access to apps from the Google Play Store. Downloaded apps can be launched from the ActivePanel Unified Menu with one click.

Computing Modules

The OPS-M Windows® Module creates an all-in-one, large-format Windows experience on the ActivPanel for those using the Microsoft® ecosystem. The ActivConnect™ OPS-G Android Module creates a tablet-like experience and offers a variety of preloaded teaching tools.

ActivSoundBar

The ActivSoundBar can be added to our interactive displays to create a crystal-clear, immersive sound experience. This plug-and-play system can be mounted to the display or a wall, and volume can be adjusted with a remote or the front controls.

Lesson Delivery Software

ActivInspire®

ActivInspire is our award-winning lesson delivery software designed specifically for use on the ActivPanel Elements series of interactive displays. Educators can use it to create compelling lessons, engage students with interactive activities, and import their own resources.

ClassFlow®

ClassFlow is our cloud-based software solution that can be accessed from any display or device, making it ideal for remote learning environments. It offers dynamic lessons and activities, polls and quizzes to engage students, digital badges to reward student achievement, and millions of resources from educators around the world.

Professional Services

Professional Development

Promethean provides extensive professional development resources and consultation services designed by educators to ensure our customers get the support they need, including a wide variety of courses, personalized training, a resource center, and more.

District Education Consultants

For school districts that want to have a dedicated Promethean consultant embedded within their staff, we offer District Education Consultants, who provide comprehensive support, training, and professional development to meet the unique needs of the district.

Learn Promethean

The Learn Promethean website offers an array of resources to help educators get the most out of our suite of products and services. Users can choose from online courses, video tutorials, in-person training, and educational articles.

Promethean®

Empower Learning

with a Devoted Education Technology Partner



Interactive Displays

Unleash teachers, engage students, and transform the classroom experience.

Lesson Delivery Software

Save time and boost motivation with lesson delivery software that energizes both teachers and classes.

Unmatched Support

Make the most of your technology with dependable training, implementation guidance, a leading warranty, and ongoing professional development.

Proven Around the World

2019 BETT
Company of the Year



1 Million+ classrooms in 154 countries

4.5 Million+ Teachers and students rely on Promethean lesson delivery software

2018 AWARDS OF EXCELLENCE
TECH & LEARNING

//CODiE//
2018 SIA CODiE WINNER



50,000+ schools and institutions using Promethean solutions

Empower Educators and Inspire Students

Speed lesson planning, student learning, and school achievement with help from a partner devoted to education and your success. A passion for learning has powered Promethean for more than two decades. Our own love of discovery has helped make our K-12 classroom solutions innovative, easy to use, and reliable so teachers can focus on inspiring students.

Innovation in Education

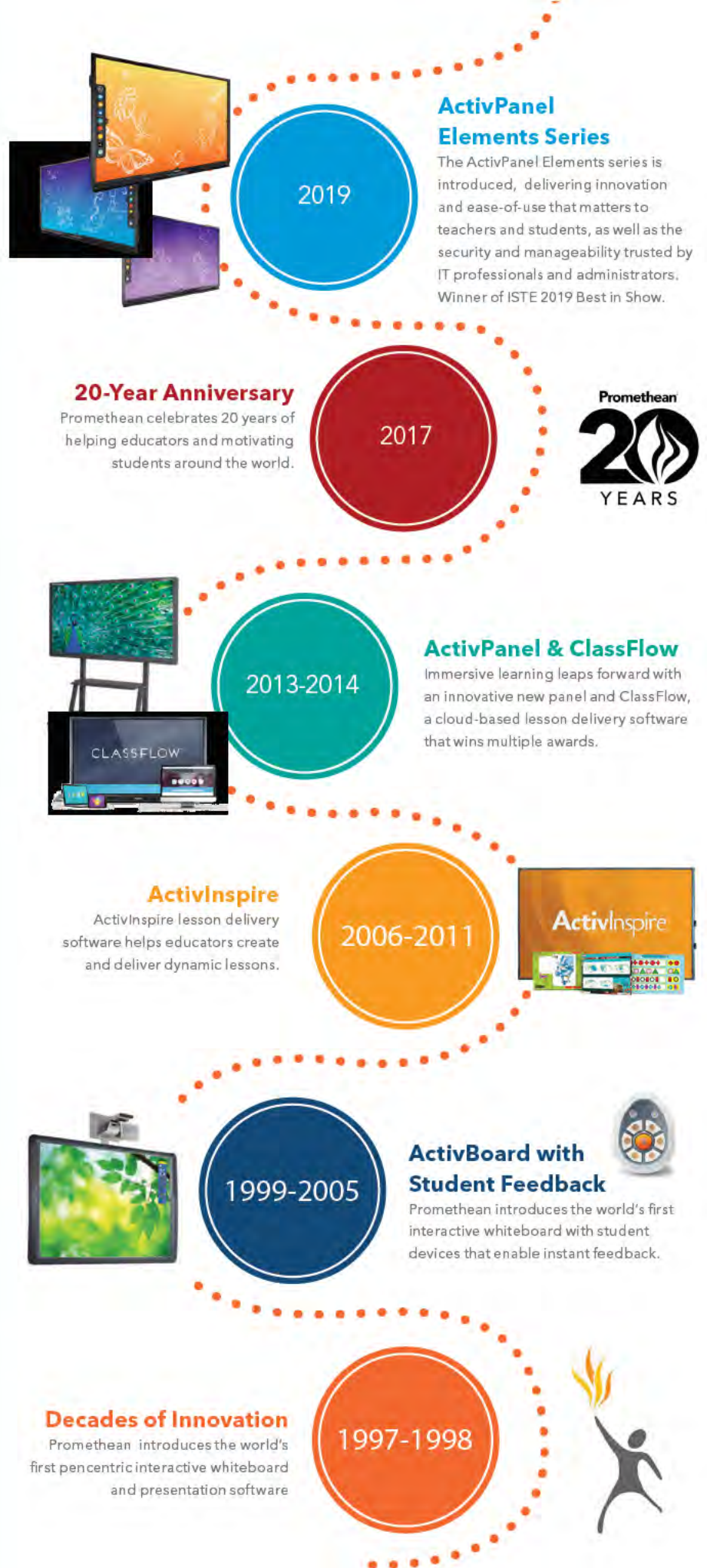
Don't settle for generic, "off-the-shelf" solutions. Promethean interactive panels and lesson delivery software have been purpose-built for teachers, by teachers, for more than two decades. We continue to research the latest educational trends to keep meeting your needs and elevating student achievement.

Teacher-Friendly

Start using Promethean products right out of the box. Intuitive touch controls and a library of cloud-based lesson resources reduce training needs, speed adoption, boost teacher productivity, and increase student engagement.

Secure and Easy to Manage

Gain confidence in the security of sensitive information with leading security provisions and management controls that include individual user accounts, controlled access to apps and the cloud, and a simple management interface that makes it easy to track and maintain all your panels and products.



Learn more about how we can help you:
PrometheanWorld.com



DISPLAY

Diagonal Size	70" 4K, 75" 4K, 86" 4K
Screen Type	TFT LCD (Direct LED Backlight)
Aspect Ratio	16:9
Display Area	70" 4K: 1541 x 868 mm (60.7 x 34.2 in) 75" 4K: 1652 x 930 mm (65 x 36.6 in) 86" 4K: 1895 x 1066 mm (74.6 x 41.9 in)
Display Colors	1.07 Billion
Resolution	4K UHD (3840 x 2160 @ 60 Hz)
Response Time	8 ms
Panel Refresh Rate	60 Hz
LED Lifespan	50,000 hours
LCD Viewing Angle	178°
Brightness	70" 4K: 380 cd/m2 75" 4K: 380 cd/m2 86" 4K: 400 cd/m2
Contrast Ratio	4000:1
Ambient Light Sensor	Yes
Glass Hardness	9H (pencil), 7 (Mohs)
Glass Type	Heat-tempered, Anti-Glare

INTERACTIVITY

Angled Center Console	Yes, with Power, Volume Control, Menu, Freeze, No Touch, Source Selection Buttons
Touch Technology	Vellum™ Writing Technology
Continuous Touch Points	20
Touch Resolution	32768 x 32768 px
Response Time	≤5 ms
Touch Accuracy	1 mm
Tracking Rate	6 m/s
Scan Rate	200 Hz
Gestures and Edge Swipes	Windows® Supported
Eraser Included (block eraser)	1
Pens Included	4 with Rear Erasing Feature
Pen Type	Battery-less Pen
Pen Holder	Integrated Full-length Pen Tray
Pen Tip Diameter	3 mm
Pen and Touch Differentiation	Yes
Pen Identities	2
Palm Detection	Yes
Annotation Over Any Source	Yes
Classroom Essential Apps	Including Whiteboard, Annotate, Timer, Spinner, Screen Capture, Screen Share, Browser, PDF Reader, Media Players
Compatibility	Windows® 8 to 10, OSX® 10.8 to 10.11 macOS® Sierra 10.12.1 or later; Linux® Ubuntu® 18.04 LTS; Chrome OS™

CONNECTIVITY

OPS Slot	1
HDMI® In (Rear)	2 (2.0)
HDMI In (Front)	1 (2.0)
USB-A 2.0 (Rear)	2
USB Touch (Type B) (Rear)	3
USB Touch (Type B) (Front)	1
USB-A 3.0 (faster data transfer) (Rear)	2
USB-A 3.0 (faster data transfer) (Front)	2
LAN In (RJ45)	1x 10/100/1000 Mbps
LAN Out (RJ45)	1x 10/100/1000 Mbps
RS-232	Yes
Wake-on-LAN	Yes
Wi-Fi® Module	Included, IEEE® 802.11a/b/g/n/ac Wireless, 2x2
Bluetooth®	Yes (4.2)
DP In	1 (1.2)
HDMI Out	1 (2.0)
VGA In	1
VGA Audio In	1
CVBS	1
Mic In (3.5 mm)	1
Headphone	1
Proximity Sensor for Warm Boot	Yes

COMPUTING

Operating System	Android™ Oreo 8
RAM	4 GB
Internal Storage	64 GB (32 GB x2)
CPU	Quad Core: (2) ARM Cortex A73, (2) ARM Cortex A53
GPU	ARM Mali-G51 MP4
Remote Over-the-Air Updates	Yes
Promethean Panel Management	Yes

AUDIO

Dual Front Facing, Bass Enhanced Speakers	70" 4K: 2 x 15 Watts 75" 4K: 2 x 15 Watts 86" 4K: 2 x 20 Watts
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POWER

Power Requirements	100V - 240V AC
Power Consumption (Maximum)	70" 4K: 215W 75" 4K: 280W 86" 4K: 370W
Power Consumption (Standby)	<=0.5 W
Ultra-Quiet Fanless Design	Yes

ENVIRONMENTAL

Operating Temperature	0°C to 40°C (32°F to 104°F)
Storage Temperature	-15°C to 55°C (-5°F to 131°F)
Operating Humidity	20% to 80% non-condensing humidity
Storage Humidity	20% to 90% non-condensing humidity

PHYSICAL SPECIFICATIONS

Panel Dimensions	70" 4K: 1668 x 1033 x 95 mm (65.7 x 40.7 x 3.7 in) 75" 4K: 1764 x 1089 x 109 mm (69.4 x 42.9 x 4.3 in) 86" 4K: 2014 x 1231 x 109 mm (79.3 x 48.5 x 4.3 in)
Packed Dimensions	70" 4K: 1796 x 1145 x 278 mm (70.7 x 45.1 x 11.0 in) 75" 4K: 1895 x 1200 x 278 mm (74.6 x 47.2 x 11.0 in) 86" 4K: 2140 x 1350 x 278 mm (84.3 x 53.1 x 11.0 in)
Net Weight	70" 4K: 53 kg (117 lbs) 75" 4K: 60 kg (132 lbs) 86" 4K: 75 kg (165 lbs)
Packed Weight	70" 4K: 75.5 kg (166.4 lbs) 75" 4K: 85.5 kg (188.5 lbs) 86" 4K: 101.6 kg (224.0 lbs)
Wall Mount Dimensions	1010 x 720 x 52 mm (39.8 x 28.3 x 2.0 in)
VESA Mount Point	70" 4K: 600 x 400 mm (23.6 x 15.7 in) 75" 4K: 800 x 400 mm (31.5 x 15.7 in) 86" 4K: 800 x 400 mm (31.5 x 15.7 in)

COMPLIANCE & CERTIFICATION

Regulatory Certifications	CE, FCC, IC, UL, CUL, CB, RCM
Energy Star Certified	70" 4K: Yes 75" 4K: Yes 86" 4K: No

EDUCATION SOFTWARE LICENSE

ActivInspire® Professional Single User	Included
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PACKED CONTENTS

What's in the Box	(1) ActivPanel Titanium (1) 3M Length HDMI Cable (1) 3M Length USB cable (A-B) (1) 3M Regional Power Cable (1) Remote Control (2) Batteries for Remote Control (4) ActivPanel Titanium Pens (1) Block Eraser (1) Sealed Antistatic Bag (4) VESA mount screws (M6) (1) Mini PC Bracket with screws (1) Quick Install Guide (1) Promethean Wi-Fi/Bluetooth Module (Ti) (2) Antenna (1) Promethean Wi-Fi/Bluetooth Module (Ti) User Guide (1) Wall Mount
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INSTALLATION

The installation of this product should be completed by a qualified installer. Use of components not supplied by Promethean or not meeting minimum specifications may impact performance, safety and warranty. For more information, visit Support.PrometheanWorld.com.

WARRANTY

Warranty term and upgrade options vary by region. Contact your local reseller or distributor for information and visit PrometheanWorld.com/Warranty.

SUPPORT

For all Promethean products, visit Support.PrometheanWorld.com.



DISPLAY

Diagonal Size	65" 4K, 75" 4K, 86" 4K
Screen Type	TFT LCD (Direct LED Backlight)
Aspect Ratio	16:9
Display Area	65" 4K: 1429 x 804 mm (56.3 x 31.7 in) 75" 4K: 1652 x 930 mm (65 x 36.6 in) 86" 4K: 1895 x 1066 mm (74.6 x 41.9 in)
Display Colors	1.07 Billion
Resolution	4K UHD (3840 x 2160 @ 60 Hz)
Response Time	8 ms
Panel Refresh Rate	60 Hz
LED Lifespan	50,000 hours
LCD Viewing Angle	178°
Brightness	65" 4K: 350 cd/m2 75" 4K: 350 cd/m2 86" 4K: 400 cd/m2
Contrast Ratio	4000:1
Ambient Light Sensor	Yes
Glass Hardness	9H (pencil), 7 (Mohs)
Glass Type	Heat-tempered, Anti-Glare

INTERACTIVITY

Front Facing Controls	Yes, with Power, Menu, Volume Controls, Source Selection
Touch Technology	Vellum™ Writing Technology
Continuous Touch Points	15
Touch Resolution	32768 x 32768 px
Response Time	10 ms
Touch Accuracy	1 mm
Tracking Rate	4 m/s
Scan Rate	100 Hz
Gestures and Edge Swipes	Windows® Supported
Pens Included	1
Pen Type	Battery-less Pen
Pen Holder	Integrated Full-length Pen Tray
Pen Tip Diameter	3 mm
Pen and Touch Differentiation	No
Palm Detection	Yes
Annotation Over Any Source	Yes
Classroom Essential Apps	Including Whiteboard, Annotate, Timer, Spinner, Screen Capture, Screen Share, Browser, PDF Reader, Media Players
Compatibility	Windows® 8 to 10; OS X® 10.8 to 10.11; macOS® Sierra 10.12.1 or later; Linux® Ubuntu® 18.04 LTS; Chrome OS™

CONNECTIVITY

OPS Slot	1
HDMI® In (Rear)	2 (2.0)
HDMI In (Front)	1 (2.0)
USB-A 2.0 (Rear)	1
USB-A 2.0 (Front)	1
USB Touch (Type B) (Rear)	1
USB Touch (Type B) (Front)	1
USB-A 3.0 (faster data transfer) (Front)	1 (OPS)
LAN In (RJ45)	1x 10/100 Mbps
LAN Out (RJ45)	1x 10/100 Mbps
RS-232	Yes
Wake-on-LAN	Yes
Wi-Fi® Module	Included, IEEE® 802.11a/b/g/n/ac Wireless, 2x2
VGA In	1
VGA Audio In	1
CVBS	1
Mic In (3.5 mm)	1
Headphone	1

COMPUTING

Operating System	Android™ Oreo 8
RAM	2 GB
Internal Storage	16 GB
CPU	Quad Core: (2) ARM Cortex A73, (2) ARM Cortex A53
GPU	ARM Mali-G51 MP2
Remote Over-the-Air Updates	Yes
Promethean Panel Management	Yes

AUDIO

Dual Front Facing Speakers	2 x 15 Watts
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POWER

Power Requirements	100V - 240V AC
Power Consumption (Maximum)	65" 4K: 235W 75" 4K: 380W 86" 4K: 450W
Power Consumption (Standby)	<= 0.5 W
Ultra-Quiet Fanless Design	Yes

ENVIRONMENTAL

Operating Temperature	0°C to 40°C (32°F to 104°F)
Storage Temperature	-15°C to 55°C (-5°F to 131°F)
Operating Humidity	20% to 80% non-condensing humidity
Storage Humidity	20% to 90% non-condensing humidity

PHYSICAL SPECIFICATIONS

Panel Dimensions	65" 4K: 1536 x 960 x 90 mm (60.5 x 37.8 x 3.5 in)
	75" 4K: 1767 x 1093 x 106 mm (69.6 x 43.0 x 4.2 in)
	86" 4K: 2018 x 1236 x 113 mm (79.4 x 48.7 x 4.4 in)
Packed Dimensions	65" 4K: 1720 x 1095 x 272 mm (67.7 x 43.1 x 10.7 in)
	75" 4K: 1880 x 1160 x 320 mm (74.0 x 45.7 x 12.6 in)
	86" 4K: 2140 x 1340 x 280 mm (84.3 x 52.8 x 11.0 in)
Net Weight	65" 4K: 46 kg (101 lbs)
	75" 4K: 64 kg (141 lbs)
	86" 4K: 84 kg (185 lbs)
Packed Weight	65" 4K: 65.3 kg (144.0 lbs)
	75" 4K: 88.7 kg (195.6 lbs)
	86" 4K: 107.2 kg (236.3 lbs)
Wall Mount Dimensions	1010 x 720 x 52 mm (39.8 x 28.3 x 2.0 in)
VESA Mount Point	65" 4K: 600 x 400 mm (23.6 x 15.7 in)
	75" 4K: 600 x 400 mm (23.6 x 15.7 in)
	86" 4K: 700 x 400 mm (27.6 x 15.7 in)

COMPLIANCE & CERTIFICATION

Regulatory Certifications	CE, FCC, IC, UL, CUL, CB, RCM
Energy Star Certified	65" 4K: Yes
	75" 4K: Yes
	86" 4K: No

EDUCATION SOFTWARE LICENSE

ActivInspire® Professional Single User	Included
--	----------

PACKED CONTENTS

What's in the Box	(1) ActivPanel Nickel
	(1) 3M Length HDMI Cable
	(1) 3M Length USB cable (A-B)
	(1) 3M Regional Power Cable
	(1) Remote Control
	(2) Batteries for Remote Control
	(1) ActivPanel Nickel Pen
	(1) Sealed Antistatic Bag
	(4) VESA mount screws (M6)
	(1) Mini PC Bracket with screws
	(1) Quick Install Guide
	(1) Promethean Wi-Fi Module (Ni/Co)
	(2) Antenna
	(1) Promethean Wi-Fi Module (Ni/Co) User Guide
	(1) Wall Mount

INSTALLATION

The installation of this product should be completed by a qualified installer. Use of components not supplied by Promethean or not meeting minimum specifications may impact performance, safety and warranty. For more information, visit Support.PrometheanWorld.com.

WARRANTY

Warranty term and upgrade options vary by region. Contact your local reseller or distributor for information and visit PrometheanWorld.com/Warranty.

SUPPORT

For all Promethean products, visit Support.PrometheanWorld.com.

**Tab 8:
Value Added Products and Services**



Value Added Services

In addition to award-winning Interactive Displays and Lesson Delivery Software for Education, Promethean also offers the following value-added services. Please refer to the enclosed resources for more information.

- Learn Promethean
- Hybrid and Remote Learning
- Professional Development
- Technology Implementation
- Promethean Support
- Warranty and Onsite Service Support

Welcome to the New Learn Promethean

Learn Promethean's professional development platform provides access to a free, easy-to-use portal that brings together all aspects of Promethean learning. Explore the ever-growing resources available to support you and your schools, no matter the learning environment.

Recommended Online Courses



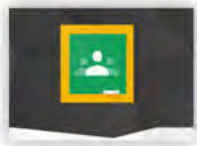
ActivPanel
Titanium
Orientation



Hybrid Learning
Course



Promethean
Certified
Teacher



Teaching Remotely
Using Promethean in
the Google Classroom



Teaching
Remotely with
Microsoft,



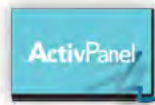
Panel
Management
Course

Video Library

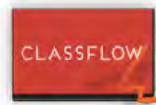
Learn the basics of creating engaging activities and lessons within ActivInspire and increase your confidence using the software as a valuable lesson delivery method.



ActivPanel
Elements
Series



ActivPanel
and OPS-G
Resources



ClassFlow
Resources



ActivInspire
Resources

More Great Resources

Access all of Promethean's session training.



Online
Courses



In-Person
Training



Video
Tutorials



Articles

Events

Come experience Promethean for yourself at one of our events.

- STEAM Forward
- Camp Promethean
- Teacher Appreciation Summit



Empowering Educators to Teach Remotely

The rapid spread of Coronavirus around the world is causing challenges for many, and the education sector is no different. Educators must come together with distance learning to minimize the impact on students' learning across the country. Promethean has long supported mobile and virtual learning (also known as distance learning), and today we're providing additional tools to help teachers teach and students learn from anywhere, at any time.

Solutions for Transformed Classrooms

ActivInspire

ActivInspire is a collaborative lesson delivery software for interactive displays.

Share and record lessons via Google Classroom or any cloud sharing platform.

Present ActivInspire lessons via any web conferencing software.

Screenshare ActivInspire lessons to the ActivPanel with bi-directional feedback.

Included free with the purchase of Promethean ActivPanels & ActivBoards

ActivPanel

What's New:

Cloud Connect

Access your cloud drives to build content anywhere and share it via virtual classrooms or access it on the panel.

Secure Teacher Profiles

Multiple users can share the same panel with their own unique apps and settings.

Screen Share

Allows you to share content from any device to any location - perfect for hybrid classroom.

Free Panel Management

Districts and/or school sites can perform remote updates, manage devices and access controls from any browser enabled device.

CLASSFLOW™

ClassFlow is an online cloud-based lesson delivery platform that is device agnostic and shared by 4 mil. educators worldwide.

Integrate with G-Suite and create/deliver lessons, assessments and activities right from your Google Drive.

Viewers are built in, no need to download or add extensions.

With 8 built-in polling options teachers have many ways to keep students engaged.

Teachers can sign up for free at ClassFlow.com

Professional Development

Teacher Appreciation Summit:

7 Teacher/Customer presenters | Over 1400 customer attendees

Mobile Learning Webinars:

Over 450 Registered attendees

Mobile Learning Online Courses - Through Promethean Academy:

Over 120 badged participants in our Mobile Learning course

Over 500 badged participants in our Promethean Certified Teacher course

NEW Classes Coming Soon:

Teaching remotely with Promethean and Google

Teaching remotely with Promethean and Microsoft

Teaching remotely with ClassFlow



**Join us at
Camp Promethean
July 17th**

Promethean®



Professional Development Opportunities 2020



Promethean[®] Professional Development



Top Benefits:

Standards Driven - Aligned to National and Regional Standards.

Maximize Return on Investment - Informed and inspired teachers utilizing technology to the fullest capacity add to the value of that technology, leading to greater student engagement and greater student achievement.

Applicable - Consultants provide customized professional services that enable national, regional, and local educational institutions to reach their goals and initiatives.

Community - Our regional summits, social media events, and conferences are spaces for teachers to share and collaborate with like minded educators.

On-Demand Learning - Access resources, How To videos, guides and courses all easily accessed from anywhere and at anytime.

Personalized Training by Teachers

At the heart of the Promethean Professional Development program is a wide offering of experiences and events, developed and delivered by teachers, and driven by best practices to assist educators with designing lessons and activities that support instructional engagement.

All Promethean Education Consultants are Google™ Certified Level 2 Educators and possess extensive experience in teaching, curriculum development, and education leadership.

Experienced, Engaging, and Effective

Our highly-motivated team of professional development consultants comes with a wide variety of certifications and many years of teaching and educational leadership experience. Their dynamic approach to training is designed to ensure successful implementation of Promethean technology and promote student achievement in today's modern classrooms.

Promethean[®] Professional Development



Level 2 Certified Educator

Promethean's professional development engages educators in professional learning that is guided by their need and requirements to help them seamlessly integrate technology into curriculum and instruction. We provide a suite of offerings that will guide you through effective instruction with your Promethean solution, as well as other technologies, including iPads, Android, Chromebooks, and Google.

Customized consultations are offered to ensure educators are receiving courses that will impact their everyday teaching. All Promethean Education Consultants are certified Google Educators and have various other certifications.

By the numbers



Our Consultants have trained over 21,800 teachers in 2017



The team possesses over 140 years of combined teaching experience



Badging

Badges represent an acquisition of skills within the Promethean ecosystem. The Education Consultant team has designed a learning path for educators and assigned leveled badges, so teachers can have the opportunity to share their knowledge and achievements with the world. Educators can put their badges (achievements) on public display by attaching them to social media sites like Linked-In, Facebook and Twitter, as well as adding it to their email signature.

Promethean Academy

Promethean Academy courses are designed to increase your knowledge of Promethean software and hardware products and grow your confidence in using them to maximum advantage.



Become an expert

Choose from a range of courses with interactive content. Develop your product understanding further for improved confidence and skill.



Get recognition

Available 24/7 wherever and whenever you're ready. Take your courses on the go via mobile, in the office or on a tablet at home.



Take your learning home

Want to show your expertise? Download a certificate once you've completed each course to show your Promethean Knowledge.



Track your progress

Easily see at a glance the available and enrolled courses. Track your progress through the courses with bite-sized learning segments.

Promethean Certified Teacher

Learn the foundational tools of the Promethean classroom and how to integrate these tools into your daily instruction to maximize content connections and student engagement. Showcase your proficiency by taking the exam and earning your Promethean Certified Teacher badge. You can display your badge on Social Media, portfolios, websites and more.



Our courses

Promethean ActivPanel Solution



Step-by-step hands on instruction will guide participants through learning how to integrate their Promethean ActivPanel solution into daily classroom instruction. As part of this training session, learners will explore educational apps, work with integrating existing classroom devices and master usage of Promethean hardware. Learners will be introduced to Classflow™ a free, collaborative software for delivering interactive learning.

Getting Started with ActivInspire



Get started creating engaging, interactive lessons using ActivInspire, Promethean's award-winning lesson creation software. Step-by-step, hands-on instruction will ensure that participants will have the foundational skills needed to begin integrating interactivity into lessons that actively involve students.

Intermediate Skills with ActivInspire



Go beyond the foundation skills developed in the Getting Started with ActivInspire course. Build on the lesson-creation skills already mastered to add increased interactivity. The tools and capabilities introduced in this course will expand the ability to design lessons that invite students to be active participants.

Prerequisites: Getting Started with ActivInspire

Advanced Skills with ActivInspire



Take the skills taught in the Getting Started with ActivInspire and the Building on Your ActivInspire Skills course to the next level with step-by-step, guided hands-on instruction that will introduce ActivInspire's advanced tools and capabilities. Combine these well-developed skills to engage students in creative lessons that can be taught in the classroom the next day.

Prerequisites: Getting Started with ActivInspire and Building on Your ActivInspire Skills courses

Our courses continued

Your 1:1 Classroom



Today's classrooms include technology that allows students to participate in a lesson individually from their personal device or a classroom set of devices. This participation allows them to contribute to the lesson or demonstrate their knowledge of the material. Leverage the full potential of the 1:1 devices in the classroom to transform teaching and learning. Develop best-practice strategies and practices for integrating mobile devices into daily instruction. This course can be customized to focus on iPads, Chromebooks, or Android devices as well as Office 365 and cloud-based applications.

Prerequisites: Access to the course-appropriate device with Internet capabilities.

Using Google in the Classroom



Collaborative learning and digital literacy come together with Google's suite of productivity tools for the classroom to create, share, and edit files in real time. Because all documents are stored in the cloud, students work from any device connected to the Internet – laptops, tablets, or hand-held phones – as they collaborate on projects. Learn from a Google Certified Educator how the capability of Google applications can be integrated into lessons.

Prerequisites: Access to the Google Suite and a device with Internet capabilities and the Chrome browser installed

ClassFlow Essentials



This course provides participants with a core understanding of ClassFlow and how they can quickly find relevant resources to fully engage students. They are provided with a foundation that allows the continuing learning of ClassFlow and its application in the classroom. Participants in this course will receive step-by-step, hands-on instruction and integrated examples.

Beyond ClassFlow Essentials



This course provides participants an understanding of the more advanced features and capabilities of ClassFlow, providing them with a firm understanding for how to continue integrating its application in the classroom. Participants will receive instruction designed to provide step-by-step hands-on instruction and integrated examples, that model the use of multimedia files, student badging, assessment creation, delivery and scoring, account personalization and publishing to Marketplace.



Promethean Train the Trainer

This is a course pathway for educators who are experienced at teaching with Promethean ActivInspire instructional technology and have a passion for sharing the use of technology to improve teaching and learning. This three-module hands-on program guides participants through instructional design and advanced technology integration while exploring modeling and presentation skills. Participants will be expected to provide an original ActivInspire/ClassFlow flipchart that they will edit and deliver during the course. All participants who complete this course will receive Promethean Certified Teacher status and certificate.

The Promethean Train the Trainer Program can only be delivered by a Certified Promethean Education Consultant for participants to receive Promethean Certified Teacher status.

Prerequisites: Completion of Getting Started with ActivInspire and Building on Your ActivInspire Skills or ClassFlow Essentials and Beyond ClassFlow Essentials courses or 1+ year(s) equivalent experience with ActivInspire/ClassFlow software, Ability to confidently create an original ActivInspire/ClassFlow lesson.

Empowering Educators to teach remotely

Mobile & distance learning has been an important part of everyday learning, and it builds important life skills, including responsibility, time management, problem-solving, and critical/creative thinking. With mobile, virtual, or distance learning, teachers can utilize Promethean's lesson delivery software to prepare lessons for their students and place them in a virtual location where students can easily access them from home.

Download our Mobile Learning Guide:

<https://blog.prometheanworld.com/wp-content/uploads/2020/03/Mobile-Learning-Guide.pdf>

Take the Online Mobile Learning Course:

<https://academy.prometheanworld.com/courses/promethean-mobile-learning/>

Visit the mobile learning page for more information:

<https://www.prometheanworld.com/mobile-learning/>



e-Learning



Camp Promethean

Join us for an engaging, fun-filled day of virtual professional development at Camp Promethean on July 9th! Our knowledgeable team of Education Consultants are offering a wide range of virtual courses designed to help you best utilize Promethean tools in your classroom in relevant, cutting-edge ways. All sessions are free and you may attend as many as you would like.

Summits

Promethean Summits are free user conference events that focus on integration and application of Promethean hardware and software to promote student learning in K-12 classrooms. The Summits feature Promethean Education Consultants presenting applicable topics on how to integrate your Promethean hardware and software directly into your daily instruction.

NOV8 Date

Join us as we celebrate national STEM day live from our STEM Lab with members of our Education Consultant team. We will share 8 engaging STEM activities that you can easily implement, and you'll see how Promethean ActivPanel brings STEM to life for the entire classroom.

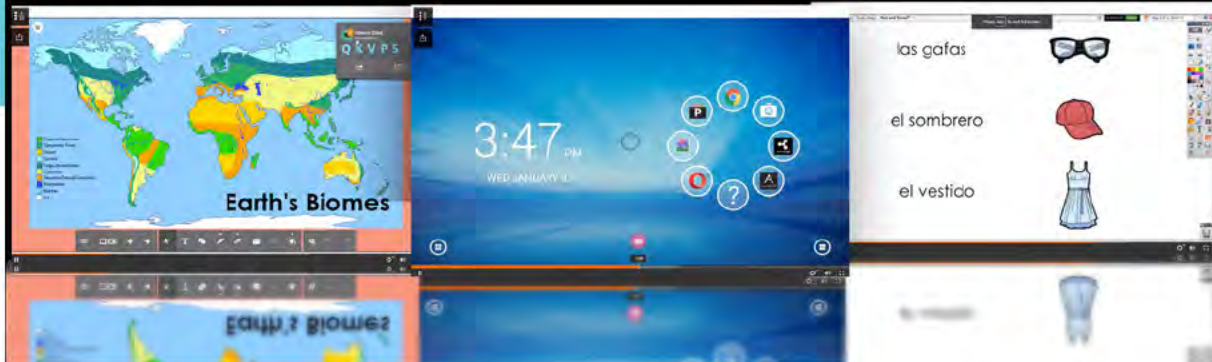
Get started on your Promethean journey with

Learn Promethean®

Promethean®

Promethean®

Promethean®



A collection of resources created by our Professional Development Team, that will help you effectively integrating Promethean technology in your classroom!

Follow us on  @LearnPromethean

and

Facebook.com/PrometheanWorld

Learn More at Learn Promethean

blog.prometheanworld.com/learn-promethean/



Warranty & Returns

For information on Promethean's Warranty, please go here:

<https://support.prometheanworld.com/product/-promethean-activcare->

Replacement parts may be purchased through Promethean's Authorized Resellers or directly through Need It Now:

<https://needitnow.us.prometheanworld.com/>

The LED lifespan of Promethean ActivPanels is 50,000 hours. Please refer to the specification sheets within Tab 5 for more information.

Promethean's Returns Policy included within Tab 9.

Global Support Team

Promethean is dedicated to offering best-in-class, customer-focused support through multiple contact channels. You will receive unrivaled product expertise and professionalism when speaking to our own internal Global Specialists who have in-depth technical knowledge on all products and services.



Join the Conversation



Visit our Support Community to find answers, discuss support topics, and share your ideas with our Team and other Promethean users around the world.

Community.PrometheanWorld.com

24/7 Self-Service Portal



Our self-service portal provides customers with a wealth of easy-to-find information, including troubleshooting guides, FAQs, articles, how-to videos, and the latest product updates.

Support.PrometheanWorld.com

Prepare

If you could not find what you were looking for on our self-service site, or to report an issue, providing the below information will speed up your experience when speaking to us. See related support articles for reference. Whenever possible please call while in front of the product to assist with troubleshooting.

- Serial Number - Article 1088
- Firmware Version - Article 1584
- ActivDriver - Article 1012
- Software Version - Article 1070
- Operating System (e.g. Windows® 10, macOS® 10.15, Linux® Ubuntu® 18.04 LTS)
- Provide any troubleshooting steps already performed
- Attach any relevant photos

General Support Line 678-368-4376

Toll Free Support Line available upon registration of product to obtain required ActivCare Number

Support.PrometheanWorld.com/Contact

Monday - Friday | 8:30am - 5:30pm EST

Tab 9: Required Documents

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Promethean Inc.
Print Name	Allyson G. Krause
Address	720 Olive Way, Suite 1500
City, State, Zip	Seattle, WA 98101
Authorized signature	<i>Allyson Krause</i>
Date	Nov 16, 2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature Allyson Krause

Date Nov 16, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Promethean Inc.
Address	720 Olive Way, Suite 1500
City/State/Zip	Seattle, WA 98101
Telephone No.	678-393-1001
Fax No.	678-534-8156
Email address	us.bids@prometheanworld.com
Printed name	Allyson G. Krause
Position with company	Executive Vice President and General Counsel
Authorized signature	<i>Allyson Krause</i>

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee






NCPA Bid - Additional Documents to Sign

Final Audit Report

2020-11-16

Created:	2020-11-16
By:	Nicole Blair (nicole.blair@prometheanworld.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvvcJ0bqizAPh7rcpr-zUNdfY26v0oerd

"NCPA Bid - Additional Documents to Sign" History

-  Document created by Nicole Blair (nicole.blair@prometheanworld.com)
2020-11-16 - 5:00:18 PM GMT- IP address: 73.207.223.91
-  Document emailed to Allyson Krause (allyson.krause@prometheanworld.com) for signature
2020-11-16 - 5:01:51 PM GMT
-  Email viewed by Allyson Krause (allyson.krause@prometheanworld.com)
2020-11-16 - 10:21:05 PM GMT- IP address: 67.166.251.92
-  Document e-signed by Allyson Krause (allyson.krause@prometheanworld.com)
Signature Date: 2020-11-16 - 10:21:25 PM GMT - Time Source: server- IP address: 67.166.251.92
-  Agreement completed.
2020-11-16 - 10:21:25 PM GMT

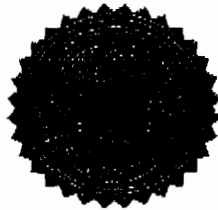
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "PROMETHEAN INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF MARCH, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3502657 8100

AUTHENTICATION: 1668447

020172515

DATE: 03-15-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/14/2002
020172515 - 3502657

CERTIFICATE OF INCORPORATION
OF
PROMETHEAN INC.

The undersigned, in order to form a corporation under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the corporation is Promethean Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, New Castle County 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is One Thousand (1,000) shares of Common Stock, par value One Cent (\$.01) per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Lawrence Finkelstein, Esquire
Blank Rome Comisky & McCauley LLP
One Logan Square
Philadelphia, PA 19103

SIXTH: Subject to the provisions of the General Corporation Law of the State of Delaware, the number of Directors of the Corporation shall be determined as provided by the Bylaws

SEVENTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized and empowered to make, alter or repeal the Bylaws of the Corporation, except as specifically stated therein.

EIGHTH: Except as otherwise required by the laws of the State of Delaware, the stockholders and directors shall have the power to hold their meetings and to keep the books, documents and papers of the Corporation outside of the State of Delaware, and the Corporation shall have the power to have one or more offices within or without the State of Delaware, at such places as may be from time to time designated by the Bylaws or by resolution of the stockholders

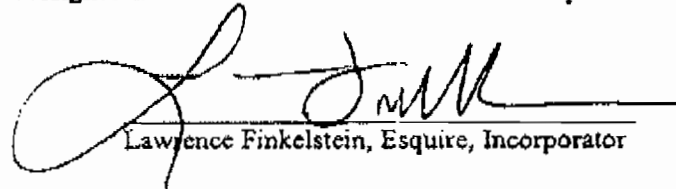
or directors. Elections of directors need not be by ballot unless the Bylaws of the Corporation shall so provide.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TENTH: No director of the Corporation shall be personally liable to the Corporation or its stockholders except for (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law (or any successor provision of Delaware law), or (iv) any transaction from which the director derived any improper personal benefit; and the directors of the Corporation shall be entitled, to the full extent permitted by Delaware law, as amended from time to time, to the benefits of provisions limiting the personal liability of directors.

ELEVENTH: The Corporation shall indemnify its officers, directors, employees and agents to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, or any successor provision of Delaware law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation this 14th day of March, 2002.


Lawrence Finkelstein, Esquire, Incorporator

PROMETHEAN HARDWARE PRODUCTS RETURNS POLICY AND PROCESS

This document sets out the policy of Promethean Inc, Promethean Limited and all companies in the Promethean Group of Companies ("Promethean") in relation to all Promethean branded hardware products.

Promethean's terms and conditions of sale do not allow for returns of products other than as set out in this policy. Whilst Promethean may allow returns, all returns are solely at Promethean's discretion and a return may be refused at any time and for any reason.

For the purpose of this policy these terms are defined as follows:-

"Delivery" means delivery to the 'ship-to' address stated in the Order;

"Order" mean an Order from time to time issued by Promethean to the Customer in relation to any Products;

"Customer" means the person or entity named on the 'ship-to' address in the Order;

"Products" means Promethean branded hardware products sold by Promethean from time to time;

"Credit Note" means a credit note issued by Promethean in relation to a specific Order;

"Promethean Group" means any company with whom Promethean Limited shares a parent, affiliate, subsidiary, or holding company, including Promethean, Inc. and any holding company, of Promethean or any parent undertaking of any holding company of Promethean from time to time. "Group Company" shall be construed accordingly.

"RMA Form" means Promethean's Returns Material Authorisation form. This form is provided once Promethean has been notified of the RMA request.

A. INSPECTION OF PRODUCTS

As soon as reasonably practicable after the Delivery of the Products that are the subject of an Order but in no event later than seven (7) business days of the date of delivery, the Customer must notify Promethean in writing in the event that there is:-

- Any apparent damage to a Product(s) or its packaging; must be noted at time of delivery when signing for the freight.
- Any deficiency in the quantity of Product(s) delivered; must be noted at time of delivery when signing for the freight.
- Any inaccuracy in relation to the nature of Product(s) delivered (together being "a Product Issue")
- Notification to Promethean must be made to the following email address us.returns@prometheanworld.com

The Customer should:

- Inspect all Products on Delivery; and refuse and/or note any damages at time of delivery
- Compare the Order with any delivery note; and note any shortages and notify Promethean immediately
- Take photographs and provide all evidence to Promethean at the time of notification of any Product Issue.

B. AFTER DELIVERY

If a Product Issue (concealed damage) is detected after the Customer accepts the delivered Products but without a note on the delivery notice the Customer must notify Promethean in writing within seven (7) business days after the date of Delivery of any Product Issue not discovered at the time of Delivery.

Notification to Promethean must be made to the following email address us.returns@prometheanworld.com

C. Exclusions

The following matters are outside the scope of this policy:-

- Damage caused whilst the Products are in transit, where Promethean is not responsible for the carriage of any Products;
- Damage to Products caused by the installation of the Products;
- Damage to Products caused by the misuse or mishandling of the Products by or on behalf of the Customer;
- Deliberate or negligent damage caused to Products other than such damage caused by Promethean.
- Damage caused by a modification or alteration to any Products.
- Damage or malfunctioning of any Product post installation. In this case please consult Promethean's Warranty Policy.

D. Ordering Errors

Subject to compliance with the below process and the payment of the relevant additional costs and fees described, a Customer may return Products that it has ordered in error.

- The Customer will be charged a Restocking Fee of 10% of the EXW value of goods for any unopened Products in original condition.
- The Customer will be charged an Inspection and Repacking Fee of 20% of the EXW value of goods for any open box items or items not in their original condition.
- Additional fees may be charged or Promethean may not accept a return (in Promethean's sole discretion) for any Product which is in the opinion of Promethean not in a saleable condition (e.g. damaged).
- The Customer is responsible for all transportation costs.

E. Customer Returns Process



Any Product Issues must be notified to Promethean in writing within seven (7) business days after the date of Delivery or any error made by a Customer must be notified to Promethean within thirty (30) days of the date of Delivery:-

Notifications to Promethean must be made to the email address us.returns@prometheanworld.com

After receipt of such notification, Promethean may, if a claim is approved, issue an RMA Form. Promethean will sign the RMA Form and issue a copy of the appropriate label with a unique return reference number which will be sent out to be put onto the packaging BEFORE returning to Promethean address specified in the RMA Form.

The RMA Form once received must be signed and returned to the Promethean email address us.returns@prometheanworld.com.

Products which may be returned with unauthorised markings and/or labels or without an authorised RMA form will not be accepted. In these circumstances the Customer will be notified by Promethean and may be required to make arrangements for the product to be collected from the relevant Promethean premises at their own expense. If any rejected Product is not collected within fifteen (15) business days of the date of notification of rejection by Promethean, Promethean will apply storage charges and may invoice the Customer for the return and/or destruction of the Product in it's discretion.

If the Incoterms of the Order to which the Products relate are Ex Works then the Customer will arrange for and pay for the return of all the Products. Where Promethean has arranged for the delivery of the Products the subject of the Order e.g. where Incoterms CPT applies, then Promethean will collect and return the Products subject to the Products being properly boxed, packaged and labelled.

Once the RMA is approved and where the Customer is responsible for the return of the Products, the Customer has thirty (30) days within which to arrange for and actually return the Products to Promethean. If the Products are not returned to Promethean within this period then Promethean may revoke the RMA.

All Products will be returned to the address stated on the RMA Form.

After receipt and inspection of any authorised returned Products in accordance with this document and the relevant RMA form signed by the party the subject of the order, Promethean may then issue a credit note in relation to any returned Products. Any costs or charges referenced in part D of this document (or other costs incurred by Promethean in returning the Products) will be offset against and deducted from the amount of the credit note.

F. Contract Terms

Nothing set out in this policy will affect any rights to which a Customer may be entitled as a matter of law with respect to the sale or supply of any Products. Similarly, Promethean will seek to honour Promethean's own contractual commitments made separately to a Customer in relation to any Products which materially differ from the terms of this Policy.

G. Warranty Policy

In the event of any issues with the performance of any Products after installation or which are reported more than seven (7) business days after the date of Delivery then please refer to the Promethean Warranty Policy.

Environment Policy Statement

Promethean World Limited is a global education company that provides solutions which include hardware and software, to enrich, enlighten and inspire the learning experience of current and future generations around the world.

As part of our commitment to continual environmental improvement, we continuously strive within our business to prevent pollution that can have a detrimental impact on the environment and to comply with all applicable environmental, legal and other requirements.

As such, we have established an environmental management standard which includes a framework for setting and reviewing objectives, targets and improvement programmes. Where feasible we will:

- Minimise consumption of non-renewable energy sources across all activities to ensure we meet continually improving energy performance standards;
- Minimise the wastes we generate and the consequential environmental impacts by seeking opportunities to reduce, reuse and recycle;
- Through the use of technological solutions, seek ways to reduce the environmental impact of the transport of our products wherever practicable; and
- Work to ensure that the products, services, and materials which Promethean sources and purchases are as sustainable as practical.

Through ongoing communication, training and education, our employees understand the environmental issues related to their activities and are expected to undertake such activities in line with the goals of this Environmental Policy Statement.

Signed:



Vin Riera
CEO
Promethean World Limited