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# INVITATION TO BID ON INSTRUCTIONAL TECHNOLOGY PRODUCTS AND AUDIO-VISUAL EQUIPMENT

**Bid #ESD112-DE-08**

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**JUNE 14, 2008**

## **Invitation to Bid**

**Bid No. ESD112-DE-08**

### **Notice to Manufacturers, Resellers and Distributors of Instructional Technology Products and Audio-Visual Equipment**

Notice is hereby given that the Business Office at Educational Service District 112 (ESD 112), Vancouver, Washington, shall receive formal sealed bids on instructional technology products and audio-visual equipment. Bids shall be submitted to the Business Office at Educational Service District 112, 2500 NE 65<sup>th</sup> Avenue, Vancouver, WA 98661 by 5:00 p.m. on July 3, 2008. Bids shall be opened and publicly read on July 8, 2008 at 9:00 a.m. at ESD 112. All interested persons are entitled to attend the bid opening.

This Invitation to Bid and the Bid Form have been posted on ESD 112's DigitalEdge web site and published in newspapers of general circulation pursuant to applicable laws. Bid requirements, scope of work, forms and other pertinent information about this Invitation to Bid can be downloaded at the following web site beginning on June 14, 2008:

**<http://digitaledge.esd112.org>**

ESD 112 reserves the right to reject any or all bids, to waive informalities, and to accept only such bids or portion of any bids as may be to the best interest of ESD 112, or to reissue the Invitation to Bid.

Bids shall be sealed and marked as follows:

**CONFIDENTIAL: DO NOT OPEN  
SEALED BID ENCLOSED  
DIGITALEGE BID No. ESD112-DE-08  
ATTENTION: BID ADMINISTRATOR  
ESD 112 BUSINESS OFFICE**

For further information, contact [digitaledge@esd112.org](mailto:digitaledge@esd112.org).

This Invitation to Bid and all of its associated documents are owned and copyrighted by Educational Service District 112 in Vancouver, Washington.  
June 14, 2008.

### **REQUEST FOR CLARIFICATION ABOUT THIS INVITATION TO BID:**

Upon release of this Invitation to Bid, all Bidder communications regarding this solicitation shall be in writing and directed to the Bid Administrator in an e-mail addressed to [digitaledge@esd112.org](mailto:digitaledge@esd112.org). Unauthorized contact regarding the Invitation to Bid with other ESD employees, school district personnel, consultants and members of ESD 112's governing board may result in disqualification. Any oral communications shall be considered unofficial and non-binding on ESD 112. Proposers should rely only on written statements issued by the Bid Administrator. Responses to verbal requests for information or clarification shall be considered unofficial until confirmed in written Addenda. All responses to inquiries, clarification statements, and written Addenda shall be available on the DigitalEdge web site for review by all interested Bidders.

- Bidders shall promptly notify the Bid Administrator of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents. All Bidders shall thoroughly familiarize themselves with bid requirements and instructions and submit to the Bid Administrator any concern (in writing) no later than seven (7) calendar days prior to the date for receipt of the Bids. The submittal of a bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory.
- Bidders requiring clarification or interpretation of the Bid documents shall make a written request in an e-mail which shall reach the Bid Administrator at least seven (7) calendar days prior to the date for receipt of bids.
- Any substantive interpretation or correction or any change of the Bid documents shall be made by written Addendum. Addenda shall be made available on the DigitalEdge web site at <http://digitaledge.esd112.org>. Interpretations or corrections of, or changes to the Bid documents made in any other manner shall not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- It is the Bidder's responsibility to check the DigitalEdge web site for Addenda.

### **INSTRUCTION TO BIDDERS:**

To receive consideration, bids shall be made in accordance with the following requirements regarding the scope of work, instructions, and general terms and conditions.

The Invitation to Bid, Background Information and Eligible Bidders, Scope of Work, Instruction to Bidders, Contract Administration, Terms and Conditions, and bids that are submitted are part of all Contracts and Purchase Orders issued as a result of this Invitation to Bid. The Bidder understands and agrees that by submitting a bid, the Bidder is agreeing to comply with all of the provisions contained herein.

# BACKGROUND INFORMATION

## AND

# ELIGIBLE BIDDERS

**AUTHORIZATION.**

Educational Service Districts (ESD's) in the State of Washington are political subdivisions of the state that are organized under and operate in accordance with state statutes. Chapter 28A.310 of the Revised Code of Washington (RCW) is the primary statute that governs ESD's. Chapter 28A.310 authorizes ESD's to enter into contracts, to provide informational services and to establish cooperative programs. RCW 28A.310.200. Section 28A.310.180(3) directs ESD's to establish "joint purchasing programs." RCW 28A.310.180(3). DigitalEdge is a joint purchasing program of ESD 112 that has been established in accordance with, and is operating pursuant to, ESD 112's governing law.

**BACKGROUND.**

The DigitalEdge at ESD 112 provides bid contracts and training opportunities to schools and agencies in Washington, Oregon, Idaho, Montana, Colorado, Wyoming, Alaska and Hawaii. The intent of this bid is to provide the highest quality instructional technology products and audio-visual equipment to K-20 schools and public agencies at a highly competitive price. ESD 112 is acting as the bidding agent on behalf of all of the eligible Purchasers and Purchasing Organizations.

In the 2007 calendar year, \$16.5 million in instructional technology solutions for K-20 classrooms were sold to educational institutions through the DigitalEdge cooperative purchasing program, up from \$7.7 million during the 2006 calendar year. The following table shows the level of sales of the primary instructional technology products on the DigitalEdge Contract:

|   |        |
|---|--------|
| LCD Projectors.....                           | 9,900  |
| Document Cameras .....                        | 11,517 |
| Interactive Whiteboards, Panels, Slates ..... | 766    |
| Amplification Systems.....                    | 849    |

The *No Child Left Behind* Act requires states to report on technology integration in classrooms, and technology literacy of their eighth grade students. With that in mind, the increase of sales through the DigitalEdge program indicates that educational organizations are now equipping their classrooms with highly visual and auditory interactive technologies that promote technology integration, augment technology literacy in their students, and support student learning. In addition, the DigitalEdge program develops classroom models and professional development opportunities around the use of these highly interactive and visual technology solutions to support research-based instruction. Some of the models include:

**The Sustainable Classroom**

The development of a one-computer classroom model that utilizes the use of an interactive whiteboard, document camera, student response system, projector and amplification system, and where the technology is used to support the nine research-based instructional strategies that are scientifically proven to increase student achievement, identified in Robert Marzano's book entitled *Classroom Instruction That Works* (Marzano, Pickering and Pollock. ASCD. 2001).

**Reading in the Sustainable Classroom**

The development of a one-computer classroom model that utilizes the use of an interactive whiteboard and document camera with a projector to teach and support the five research-based pillars of sound reading instruction: phonemic awareness, phonics, vocabulary, fluency and comprehension.

A new model that is currently in development involves the use of interactive whiteboards to teach *critical academic vocabulary* through research-based instructional strategies and the integration of technology.

### **Classroom Amplification: A Sound Solution**

There is growing interest in how classroom amplification can improve the learning conditions for *all* students in classrooms and help overcome the acoustical barriers to sound perception. The DigitalEdge is continually researching this area and promoting the use of sound amplification for increased student achievement.

### **Visual Literacy in the Digital Age**

The interactive tools offered through the DigitalEdge purchasing program provide a visually rich learning opportunity for teachers and students to share and present information in new ways. And with the explosion of visual images and multimedia on the Internet, there is a need to teach students how to use and interpret visual imagery in a way that conveys information accurately and communicates data with validity. Knowing four key principals of design will help teachers and students convey a message so that the receivers of that message comprehend it and retain it to the fullest extent.

Along with developing classroom models and professional development opportunities that develop the skills in educators to use these technologies, the DigitalEdge office also writes white papers on the technology solutions that are offered through this bid. The goal is to connect the technology to the research that is available on proven classroom practices and applications.

### **ESD 112 DIGITALEdge COOPERATIVE PURCHASING PROGRAM RECOGNIZED IN 2006 PERFORMANCE AUDIT AS AN EXEMPLARY SERVICE TO DISTRICTS.**

A Performance Audit conducted by a team from MGT of America in November of 2006 identified the ESD 112 DigitalEdge cooperative purchasing program as “a solid purchasing process for products used to integrate technology in the district classrooms.” One component of the audit included a survey of staff and key constituents. Superintendents and district staff in the region gave ESD 112 high marks for service delivery, responsiveness, and efficiency. 100% of those surveyed either ***strongly agree*** or ***agree*** that:

- ESD 112 "listens and tries to meet the needs of the school districts."
- ESD 112 is "highly efficient and effective."
- Many of the services offered by ESDs around the state are "critical to the success of many school districts."

In response to the Performance Audit, ESD 112 Superintendent Dr. Twyla Barnes shared that the audit report "validates the very purpose of ESDs: to save districts money, to help them operate more efficiently, and to create equity among districts of all sizes."

### **PARTNERSHIPS WITH OTHER REGIONAL EDUCATIONAL SERVICE DISTRICTS / AGENCIES.**

Educational Service District 112 is one of nine regional ESD's in the state of Washington. Each of the nine ESD's provides an Educational Technology Support Center (ETSC) that provides instructional technology leadership and services to the schools and districts in its geographic region. The ESD 112 DigitalEdge program partners with the Educational Technology Support Centers to help disseminate information about the products that are available through the DigitalEdge Contract. ETSC staff field phone calls, provide information, and provide opportunities for the vendors to showcase their products to the

district technology decision-makers in their regions. To help offset the cost of this work, the ESD 112 DigitalEdge program shares administrative fees with them. The DigitalEdge program at ESD 112 is working on replicating this partnership model in other states, as well.

### **MEMBERSHIP.**

Schools, districts, colleges and universities, state departments of education, and other public agencies in the states named in this Invitation to Bid may purchase from the DigitalEdge Bid without purchasing a membership. All such organizations are advised to check their governing laws and to obtain their own legal counsel to determine eligibility for purchasing products from the DigitalEdge Contract.

### **PURCHASERS UNDER THIS CONTRACT.**

State laws permit or encourage cooperative purchasing contracts based on an expectation that a cooperatively procured bid and contract shall result in a highly competitive price for instructional technology products. Because of its scope and scale, the DigitalEdge's cooperatively procured bid and Contract may be used by hundreds of educational organizations as a means to purchase instructional technology products and audio-visual equipment at a price that they would unlikely be able to achieve on their own.

DigitalEdge is soliciting bids for instructional technology products and audio-visual equipment on behalf of K-12 educational agencies, including public school districts, nonpublic schools, vocational and technical schools, state approved schools and institutions in the following states:

**Washington • Oregon • Idaho • Colorado • Wyoming • Montana • Alaska • Hawaii**

While the primary goal of this solicitation is to achieve best pricing for schools and school districts, and other educational organizations identified above, the intent is to extend the contract, where feasible, to the following organizations, where permissible by statute or regulation:

- Community colleges
- Colleges and universities
- Educational service districts/agencies or intermediate units
- Public libraries
- County governments, cities, local municipalities, special districts, and any other eligible municipal corporation, political subdivision of the state or similar public organization

It is the responsibility of the Awarded Bidders and Purchasers to determine whether they are in compliance with this agreement, state laws and regulations.

As the table below indicates, the state of Washington leads in the number of K-12 schools and the number of students enrolled in those schools, and comes in second in the number of K-12 school districts that exist in the state. With the DigitalEdge office residing in Vancouver, Washington, the emphasis of this Invitation to Bid is to serve the purchasing requirements of educational organizations and public agencies in the state of Washington, but to increase the purchasing power by including other states as well.

| State         | Number of K-12 School Districts | Number of K-12 Schools | Number of K-12 Students | Number of Colleges and Universities |
|---------------|---------------------------------|------------------------|-------------------------|-------------------------------------|
| Washington    | 296                             | 2,275                  | 1,031,985               | 81                                  |
| Colorado      | 179                             | 1,707                  | 779,826                 | 78                                  |
| Oregon        | 200                             | 1,260                  | 552,194                 | 59                                  |
| Idaho         | 122                             | 717                    | 261,982                 | 691                                 |
| Hawaii        | 1                               | 285                    | 182,818                 | 284                                 |
| Montana       | 430                             | 840                    | 145,416                 | 23                                  |
| Alaska        | 54                              | 514                    | 133,288                 | 8                                   |
| Wyoming       | 48                              | 379                    | 84,409                  | 9                                   |
| <b>Totals</b> | <b>1,330</b>                    | <b>7,977</b>           | <b>3,171,918</b>        | <b>1,233</b>                        |

Primary users of these contracts will be K-20 schools, colleges and universities in the eight states named in this Invitation to Bid. Secondary users include private schools, educational service districts/agencies/centers, state departments, public libraries, and other public and governmental agencies in the same eight states.

The most pervasive uses of this equipment shall be as follows:

1. K-12 classrooms and learning centers
2. College and university classrooms
3. Auditoriums and lecture halls
4. Conference and meeting rooms
5. Training facilities
6. Library and media centers
7. Early childhood learning centers
8. Staff rooms and cafeterias
9. Board rooms

#### **ELIGIBLE BIDDERS.**

For consideration, Bidders shall be manufacturers or their authorized resellers or distributors who are able to carry out the scope of work and the terms and conditions of this Contract. Bidders shall be authorized to sell DigitalEdge products in the state of Washington, but may also sell DigitalEdge products in the other states named above.

# SCOPE OF WORK

## SCOPE OF WORK.

The intent of this Invitation to Bid is to solicit bids from manufacturers or their authorized resellers or distributors of instructional technology products and audio-visual (AV) equipment, from which contracts for full manufacturer product lines of quality instructional technology products and audio-visual equipment may be awarded. A *manufacturer's product line* shall mean instructional technology products, audio-visual equipment and related products from a local, national or international manufacturer, with the exception of computers, laptops, printers and network hardware.

This bid solicitation is especially seeking the following kinds of "unique product lines" to equip classrooms, learning spaces, meeting spaces and auditoriums. Bidders are encouraged to submit bids on product lines of other quality instructional technology solutions and audio-visual equipment that respond to the purchasing needs of the eligible Purchasers, as well.

- Assistive Listening Devices/Sets
- Classroom amplification systems
- Cables – VGA, USB, audio, misc.
- Computer speakers
- Digital cameras
- Digital microscopes
- Digital video camcorders
- Document cameras
- Document scanners
- E-Book readers
- Flat panel televisions – Plasma
- Flat panel televisions – LCD
- Interactive whiteboard solutions
- Intelligent keyboards
- MP3 players
- Multimedia projectors – LCD
- Multimedia projectors – DLP
- Multimedia projector lamps
- Power strips and surge suppressors
- Presentation furniture and carts
- Probeware and sensors
- Mount systems (t.v., projector, flat panel)
- Projection screens
- Scientific and graphing calculators
- Student response systems
- Technology-based learning centers
- Televisions
- VCR's, DVD's, DVD-R's and combos
- Video monitors
- Videoconference systems
- Webcams

While the following is a sample list of those manufacturers requested, Bidders are encouraged to submit bids for product lines by other manufacturers for instructional technology products and audio-visual equipment:

- Audio Enhancement
- Avermedia
- Bodelin
- Bretford
- Califone
- Canon
- Comcables
- Da-Lite
- eInstruction
- Elmo
- Epson
- Front Row Pro
- Hitachi
- Hitachi Software
- JVC
- Kramer
- LG
- Liberty
- LightSpeed
- Lumens
- NEC
- Olympus
- Panasonic
- Peerless
- Philips
- Pioneer
- Phonic Ear
- Polycom
- Premiere
- Promethean
- Renaissance Learning
- Samsung
- Sharp
- Sanyo
- SmartTech
- Sony
- Tandberg
- Texas Instruments
- Toshiba
- TrippLite
- Turning Technologies
- Vernier
- Yamaha
- Zenith

This Invitation for Bids and the Contracts that are awarded are not all-inclusive. The Bid Administrator reserves the right to conduct future competitive bids for the same or similar product lines.

## CONTRACT PRICE.

The Bid Administrator is asking Bidders to submit bids in terms of a specified percent of discount off of a manufacturer's currently published catalog price, or a percent of mark-up over the prices in the manufacturer's current price sheet (pricer). Bidders shall provide the Bid Administrator access to the published catalog price data or the Bidder's price sheet data during the term of the Contract.

### Identifying the Document for the Price Basis.

The Bidder shall clearly identify the price basis (the starting price to which the markup or the discount is applied) on the Bid Form for each manufacturer line. Percent discount from a current published catalog or percent mark-up over a current price sheet is acceptable. The Bidder shall clearly identify the catalog or price sheet, and its effective date, on the Bid Form for the purpose of bid evaluation and future reference by auditors and ESD 112.

If a Bidder is using a manufacturer's product line catalog as a price basis, it shall have been published and used for purchasing prior to June 14, 2008, and shall continue to be published and available to Purchasers throughout the term of this Contract. Updated catalogs shall be submitted to the Bid Administrator on a monthly basis. If a manufacturer's product line catalog is discontinued, then the Contract with the Bidder is terminated.

### Method of Pricing.

The Contract price (net bid price) shall be established on the Bid Form by offering a percentage of the discount off of the prices in a current manufacturer's published catalog, or a percentage of mark-up over the Bidder's cost, using a dated price sheet. If a price sheet is used for mark-up and it includes tiered price columns, the column to which the percent mark-up shall be applied shall be identified on the Bid Form. The prices published in those documents shall be used as the base prices to which the Bidder shall offer discounts or mark-ups on the manufacturer's product line. The final net bid price reflects the Contract price of a single unit item through the DigitalEdge Contract.

### Expressing the Percent of Price Adjustment.

Bidder shall enter the price adjustment on the Bid Form with care, as the manner in which you the adjustment is entered shall reflect the final calculated net bid price. If the Bidder is offering a discount off of a published catalog price, the percent discount should be entered as a *negative number*, because the Bidder is subtracting a percent from the catalog price, resulting in a lower cost for the Contract price. If the Bidder is offering a mark-up over the price on the price sheet, the percent mark-up should be entered as a *positive number* because the percentage will be added to the Bidder's costs. Bidders should enter 0.0 if there is no discount or mark-up.

A manufacturer's unique product line shall include three categories: equipment in that product line; supplies and accessories that enhance or extend the use of that equipment; and additional warranties and maintenance plans for that equipment. For videoconference equipment, a fourth category of network hardware and components is included, as well. Discounts or mark-ups shall be clearly defined and are applied to these individual product line categories:

- Percentage of discount or mark-up on **all equipment** in that product line. *Equipment* is defined as the primary product sold in that manufacturer's unique product line, including all of the accessories and peripherals that would normally come with it if sold through regular channels. For example, LCD projectors would fit into this category, but would also include all of the cables, lens cover, remote and other accessories that would normally be packaged with the projector.

- Percentage of discount or mark-up on **all supplies and accessories** in that product line. *Supplies and accessories* are those items that a Purchaser might want to purchase in addition to the equipment to enhance or extend its use in some way, or to replace some of the supplies and accessories that came with the original equipment. For example, an LCD projector is most likely packaged with a VGA cable, audio cable, lens cap, power cord and a remote control. However, if a Purchaser needs an extra (or replacement) remote control, it would be found on this list. Another example might be that if a projector does not come with a carrying case and there is one available through this manufacturer, it would be found on this list.
- Percentage of discount or mark-up on all **warranties (and maintenance, if applicable)** in that product line. Most products come with a standard *warranty* of some type. This category allows the Purchaser to extend the current warranty on their equipment. The purchase of a *maintenance plan* is sometimes available for equipment so that Purchasers can keep the software, firmware and other characteristics of their equipment up to date at a very low cost, or no cost at all. Additional warranties and/or maintenance plans are not always available, so if a manufacturer does not offer them, then the Bidder should enter 0.00 in this portion of the Bid form.
- Percentage of discount or mark-up on all **network hardware and components** (applicable to videoconference equipment only).

The percent of discount or mark-up of the equipment, and the resulting net bid prices, shall be used to identify the lowest Bidder for each manufacturer's unique product line in each state. Additional information is available in the section entitled "Bid Evaluation."

#### **Importance of Final Price.**

It is important for the Bidder to understand that the final net bid price that is calculated as a result of applying a percent discount or mark-up shall include all costs that are listed in the Terms and Conditions of this Invitation to Bid.

#### **State Coverage.**

Bidders shall submit no more than one bid per manufacturer product line. Bidders shall identify the states in which they are authorized to sell and that they are offering to sell the product line in at Contract prices. All Bidders are required to be authorized to sell the manufacturer's product line to the eligible Purchasers in the state of Washington.

The percentage of price adjustment (discount or mark-up) that is bid shall represent the maximum single unit bid prices that can be offered throughout the entire Contract period; no adjustments can be made during the term of the Contract that results in increased net bid prices. For price verification, Bidders shall provide the Bid Administrator with a full and up-to-date product line catalog (if offering a discount) or price sheet (if bidding mark-up) on a monthly basis. In the absence of a current catalog and/or price sheet, the price stated in the latest catalog and/or price sheet shall stand until current pricing is provided. In addition, the Bidder shall provide the Bid Administrator with a monthly list of all products bid and their net bid prices, based on the applied discount or mark-up quoted in this bid.

At any time, an Awarded Bidder may offer a more competitive adjustment of their bid discount or mark-up that results in lower single-unit Contract prices to all eligible Purchasers in the states in which they are awarded. More information can be found in the section 15 in the Terms and Conditions.

Bidders should refer to Section 16 of the Terms and Conditions regarding pricing on volume purchases. Bidders are also advised to read other pertinent information about pricing their products in the Terms and Conditions section of this Invitation to Bid.

### **POST-AWARD BIDDER REQUIREMENTS.**

Awarded Bidders are required to meet the following requirements and to provide the following services for this Contract. If the Bidder can not provide all of these services, the Bidder is required to commission authorized resellers or distributors (both referred to as “agents”) to carry out the following requirements:

**1. Request for Documents.**

Awarded Bidders shall cooperate with Educational Service District 112 and/or the Bid Administrator when reasonable requests are made for information and documentation relating to the DigitalEdge Contract.

It is the responsibility of the Awarded Bidder to maintain all records throughout the term of the Contract that shall document the way that Contract prices are charged to Purchasers in accordance with the bid price structure. Awarded Bidders shall archive copies of the manufacturer’s monthly published catalog or monthly price sheet that was used as a basis for offering bids, and shall provide those documents to the Bid Administrator upon request.

The Awarded Bidder shall maintain records, books and documents that are pertinent to price data for at least three years from the date of final transaction. Awarded Bidders shall cooperate with ESD 112 and the Bid Administrator in response to reasonable requests for any documentation related to DigitalEdge transactions or correspondence.

**2. Provision of Vendor Contacts and Ordering Instructions.**

Upon award, Awarded Bidders shall provide the Bid Administrator with a complete set of “Ordering Instructions” for Purchasers to follow when submitting purchase orders. This document shall be submitted to the Bid Administrator in Microsoft Word format via e-mail within five (5) days of award. These instructions shall include the company name, ordering address, contact person, phone number, fax number, e-mail address, tracking information, return policy and other pertinent ordering information.

In addition to the Awarded Bidder’s specific or unique ordering instructions, the following language shall also be included on their set of instructions: “All purchase orders must reference the DigitalEdge Contract number **#ESD112-DE-08** and shall be faxed, along with a copy of the written quotation, to the DigitalEdge office at (360) 696-3099.”

**3. Local, Personal Assistance.**

Awarded Bidders shall provide local, personal assistance and support to Purchasers, where “local” and “personal” means that the pre- and post-sale support and assistance shall be provided on-site or face-to-face. Local, personal assistance includes, but is not limited to, the following responsibilities:

- Contact Purchasers on a regular basis;
- Meet with Purchasers when requested;
- Provide current manufacturer catalogs, price sheets and/or DigitalEdge Product and Price Lists with the net Contract prices;

- Provide in-person or on-site demonstrations;
- Assist Purchasers with product evaluation and selection;
- Provide Purchasers with demo units for evaluation;
- Provide training when requested;
- And generally provide a high level of customer service.

Each Awarded Bidder is expected to respond to Purchaser inquiries within three (3) business days; however, a 24-hour callback is desirable. Ultimately, the Bid Administrator shall have the option to cancel an Awarded Bidder's Contract when the desired level of customer service is not being met, and to reassign any and/or all contracts in the best interests of all Purchasers.

**4. Special Product Bundles.**

Awarded Bidders may bundle products within a manufacturer's product line to provide additional savings and convenience to Purchasers. The Contract's net price of the product bundles shall be (1) equal to or lower than the combined single unit pricing of the bundled items, and (2) included in the price quotation provided to the Purchaser by the Awarded Bidder.

**5. Specials and Promotions.**

Awarded Bidders may submit specials and promotions files for the DigitalEdge web site and for their own DigitalEdge-specific web site. The start and stop dates of the promotion shall be visible on the promotion document, which shall be submitted to the Bid Administrator in Microsoft Word or PDF format before the promotion is launched. The DigitalEdge logo must be located in the file, along with the DigitalEdge ordering instructions and Contract number.

**6. New Products.**

Awarded Bidders shall add new products in a manufacturer's product line, and shall apply the same percent discount or mark-up to that product as the rest of the products in that product line category.

**7. Processing Customer Orders.**

Awarded Bidders shall receive and process customer orders. To assist Purchasers with the ordering process, the Awarded Bidder shall:

- Provide all Purchasers with a price quote for the desired items, at or below the DigitalEdge Contract price;
- Provide Purchasers with accurate instructions regarding how to include the DigitalEdge contract number on their purchase order, and how to fax the purchase order to the DigitalEdge office, along with the Bidder's price quote;
- Receive, fill and follow-up on orders;
- Correct order discrepancies;
- Invoice the Purchaser, according to the "Bill to" address on the purchase order. The Purchaser shall make the payment directly to the Bidder.

When Purchasers receive their price quotes from the Awarded Bidder, the Purchaser shall initiate a purchase by using a purchase order or procurement card. Purchasers shall make their purchase orders to the Awarded Bidder, and shall include the DigitalEdge contract number **#ESD112-DE-08**

on it, but shall fax their order, along with the price quote from the Awarded Bidder, to the DigitalEdge office at (360) 696-3099. A purchase order that is faxed but is not accompanied by a price quote or that does not include the contract number shall be delayed until the correction is made.

Upon receipt of a price quote and a purchase order from a Purchaser, the DigitalEdge office shall complete the following tasks:

- Confirm receipt of the order with the Purchaser;
- Verify pricing, and contact the Bidder if there are discrepancies;
- Verify the Contract number that is referenced on the purchase order;
- Mark/stamp the purchase order as “Verified and Forwarded” (or a similar term);
- Fax the quote and the stamped order onto the Bidder;
- Document and archive the order in the database of DigitalEdge orders.

The DigitalEdge office shall use due diligence to forward orders to the Awarded Bidder within 24 hours, excluding weekends and holidays. Once the Awarded Bidder has received the order and quote from the DigitalEdge office, they are authorized to fill that order. All orders received during the term of this agreement shall be filled and shipped directly to the Purchaser and according to the delivery requirements in the agreement. Purchasers have the option of accepting or cancelling their orders if the standard delivery time can not be achieved.

Awarded Bidders who receive purchase orders directly from Purchasers and that reference the DigitalEdge Contract number are required to fax the Bidder’s quote and the Purchaser’s purchase order to the DigitalEdge office at (360) 696-3099 within 24 hours of receipt for price verification and entry into the DigitalEdge database for archiving purposes.

**8. Provision of Bid Prices to DigitalEdge.**

For the purpose of price validation by the Bid Administrator, Awarded Bidders shall provide the Bid Administrator, on a monthly basis, the manufacturer’s current product line catalog or price sheet, and the list of net bid prices on all products bid, including equipment, supplies and accessories, warranties and maintenance, and network hardware and components (for videoconference equipment only).

**9. Creation and Distribution of Marketing Materials.**

DigitalEdge shall promote Awarded Bidders’ products on the Contract in accordance with the subsection entitled “DigitalEdge Marketing” in the section of this bid solicitation entitled “Contract Administration;” however, the Awarded Bidder agrees that the DigitalEdge of ESD 112 is not guaranteeing any sales to eligible Purchasers. Awarded Bidders shall market their DigitalEdge products to generate sales and shall create and send out marketing materials to all eligible Purchasers that promote the manufacturer’s product line and products through the DigitalEdge Contract. These materials include, but are not limited to printed materials such as flyers and brochures, and electronic materials, such as e-mail blasts and electronic post-cards.

**10. Web Site with Contract Information.**

Awarded Bidders are required to provide a DigitalEdge-specific web site, and to report the web site’s URL to the Bid Administrator within five (5) days of award. A catalog of products available through the DigitalEdge Contract shall be designed and made available for download from the

Awarded Bidder's web site within twenty (20) business days of the Contract award, and shall include accurate and up-to-date Contract product and pricing information at all times. Other requirements of the Awarded Bidder's web site include:

- Other documentation or information that helps inform the Purchaser of the Contract price of DigitalEdge products.
- The DigitalEdge Contract number, ordering instructions and other pertinent information to help Purchasers procure the products under the Contract.
- Instructions for Purchasers to track their DigitalEdge orders.
- The Bidder's Return Policy.
- Contact information for each state or portion of the state they are authorized to sell their products in.
- The DigitalEdge web site must be able to link directly to the Bidder's web site, and the Bidder's web site shall link back to the ESD 112 DigitalEdge web site.

Failure to maintain up-to-date information and Contract pricing on DigitalEdge products may result in the suspension of the processing of orders until the conditions of the DigitalEdge Contract are met. Continued errors or omissions in maintaining accurate and up-to-date information in the Awarded Bidder's DigitalEdge product catalog or on their DigitalEdge-specific web site may result in termination of the DigitalEdge Contract.

**11. Logos and Banner Advertising.**

Awarded Bidders shall provide the Bid Administrator with manufacturer and vendor logos in high and low resolution for use in DigitalEdge marketing materials and on the DigitalEdge web site. Exact specifications shall be worked out on an individual basis.

**12. Monthly Bid Reports of Sales and Payment of Administrative Fees.**

The net bid prices that result from the applied discounts or markups for all products that were offered in the bid shall include a 3% Administrative Fee to be paid to the DigitalEdge program at ESD 112, in accordance with the following requirements:

- Awarded Bidders shall track DigitalEdge purchases made by individual Purchasers.
- Awarded Bidders shall provide the DigitalEdge program a monthly bid report of all products sold on the Contract, including equipment, accessories and supplies, warranties and maintenance plans, and network hardware and components. This report shall arrive electronically, via e-mail to the Bid Administrator, in an Excel spreadsheet format, and shall include the following data for each sale or purchase through the Contract:
  - a. Date of sale
  - b. Name of purchaser (School, District or Organization)
  - c. Full address of purchaser
  - d. Names and quantities of products purchased through each transaction
  - e. Single unit price of the product or the bundle price quoted to the purchaser

- f. Total purchase price (not including sales tax or any additional shipping costs for Alaska and Hawaii, or special delivery costs)
  - g. Amount of 3% Administrative Fee for all products in the manufacturer's product line sold in that transaction, including bundled items and special promotions sold through the DigitalEdge Contract.
- Awarded Bidders that sell their products in more than one state shall submit a monthly report for each individual state.
  - Awarded Bidders agree to abide by the following monthly bid reports and payment schedule for Administrative Fees, without notice or reminders from the Bid Administrator:

| For sales completed during the month of: * | Sales reports are due to the Administrator no later than: | Confirmation by the Administrator will be made no later than: | Administrative Fees are due to the Administrator no later than: |
|--|---|---|---|
| January                                    | February 15   | Last day of February  | March 15  |
| February                                   | March 15  | Last day of March   | April 15  |
| March                                      | April 15  | Last day of April   | May 15  |
| April                                      | May 15  | Last day of May   | June 15   |
| May  | June 15   | Last day of June  | July 15   |
| June                                       | July 15   | Last day of July  | August 15   |
| July                                       | August 15   | Last day of August  | September 15  |
| August                                     | September 15  | Last day of September   | October 15  |
| September                                  | October 15  | Last day of October   | November 15   |
| October                                    | November 15   | Last day of November  | December 15   |
| November                                   | December 15   | Last day of December  | January 15  |
| December                                   | January 15  | Last day of January   | February 15   |

*\*For sales that are initiated but not completed in a given month, they shall be reported as an open transaction. In this case, they shall continue to be reported on monthly reports until the sale is completed, at which time, the final sale shall be reported and the Administrative Fees on that sale shall be paid.*

#### **Provision of Price Data.**

Awarded Bidders agree to provide Contract price information from published catalogs and price sheets to the Bid Administrator to ensure compliance during the term of the contract and for audit purposes. Awarded Bidders shall provide price data when requested.

# INSTRUCTIONS TO BIDDERS

## INSTRUCTIONS FOR BIDDING:

Bidders are advised to become familiar with the scope of work, bidding instructions, terms and conditions, and all other portions and sections of this Invitation to Bid document.

### Contact Information.

Technical or programmatic questions about the DigitalEdge program at ESD 112 or this Invitation to Bid can be directed to the Bid Administrator via e-mail at [digitaledge@esd112.org](mailto:digitaledge@esd112.org) in accordance with the section entitled "Request for Clarification About this Invitation to Bid" on page 3 of this bid solicitation.

### Following Directions.

Following directions in submitting a bid is an indicator of a bidder's responsiveness to this Invitation to Bid. Bids that are not submitted in accordance with the bid submission requirements and instructions may be rejected.

### Clarity of Responses.

Bidders shall respond to all bid submission requirements with direct, concise and complete data and information, avoiding ambiguity.

### Careful Planning of Submission.

Bidders are advised to plan the submission of their bids well in advance of the deadline, to avoid unanticipated delivery problems that are out of the control of the Bidder or the Bid Administrator. Such delays could be caused by postal problems, delayed delivery and transportation vehicles, and unfavorable weather conditions. The DigitalEdge shall not be responsible for any late submissions, and reminds Bidders to avoid potential delivery problems by submitting their bids early. Bids that are received at ESD 112 after the deadline for submission shall be rejected.

### Bid Forms.

Bidders shall use the 2008 DigitalEdge Bid Form that is currently available for download on the DigitalEdge web site at <http://digitaledge.esd112.org>. Bidders shall submit no more than one Bid Form for each manufacturer's unique product line on which they are bidding. Bidders that do not use the current Bid Form for their bid submission shall be rejected.

## INSTRUCTIONS FOR SUBMITTING ALL REQUIRED MATERIALS (CHECKLIST):

Bidders shall submit their bids for each manufacturer unique product line in its own self-contained, sealed envelope. Three-ring binders will not be accepted. The envelope for each and every manufacturer product line shall include **two complete sets of all of the following documents:**

\_\_\_\_\_ **Bidder's Narrative of Qualification and Responsibility**

Please see Appendix A for instructions on how to write the Bidder's Narrative of Qualification and Responsibility.

\_\_\_\_\_ **Letters of Recommendation for Bidders**

Two letters of recommendation are required from educational organizations or public agencies that have awarded the Bidder contracts for competitively bid products, and that provide evidence of quality service and support provided by the Bidder, **with very specific examples.**

\_\_\_\_\_ **Letters of Recommendation for Bidders Agents**

Bidders that are commissioning resellers or distributors as agents to carry out the

responsibilities outlined in the scope of work shall provide two letters of recommendation from educational organizations or public agencies *for each commissioned agent*. The letters shall provide evidence of quality service and support provided by the agent, **with very specific examples**.

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#### **Bid Form**

Bidders shall include their completed and signed 2008 DigitalEdge Bid Form.

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#### **Manufacturer Pricing Document**

Bidders shall include the manufacturer's current published document (catalog or price sheet) that they identify on the Bid Form and that they use to establish base pricing. If the Bidder is submitting a product line catalog for this manufacturer, the catalog shall include all equipment; accessories and supplies for the equipment; warranties and maintenance plans, if available; and in the case of videoconference equipment, network hardware and components. If the Bidder is submitting a current price sheet and has identified a specific price column, the column shall be highlighted in some manner for easy identification by the evaluator.

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#### **Net Bid Prices**

Bidders shall include a list of all net bid prices for the equipment, supplies and accessories, warranties and maintenance, and in the case of videoconference equipment, network hardware and components, for the manufacturer product line they are bidding.

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#### **Return Policy**

Bidders are required to have a policy on how they manage the return of goods from Purchasers. Bidders shall include their policy with the Bid Form they submit for the manufacturer's line of products offered in their bid.

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#### **Offer and Acceptance Form**

Bidders shall submit two (2) original signed copies of the Offer and Acceptance Form located at the end of this Invitation to Bid, demonstrating agreement to the requirements and all terms and conditions of this Invitation to Bid.

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#### **Bid Forms on CD**

In addition to including all required materials in print format, a CD is required for each manufacturer's unique product line that is bid, and that contains the following bid documents in the specified formats:

- Bidder's Narrative of Qualification and Responsibility, in MS Word.
- The completed 2008 DigitalEdge Bid Form, in MS Word.
- List of net bid prices of all equipment, supplies and accessories, warranties and maintenance, and if applicable to videoconference equipment, all network hardware and components. These files may be submitted in MS Word, MS Excel or PDF.
- Bidder's Return Policy, in MS Word or PDF.

Sealed bids that do not include **two complete sets of all required materials in printed format** and in the correct electronic format on a CD shall be rejected.

Formal sealed bids shall be received at the Business Office at ESD 112, 2500 NE 65th Avenue, Vancouver, WA 98661 by 5:00 p.m. on July 3, 2008. Submit bids in a sealed envelope marked with the following:

**CONFIDENTIAL: DO NOT OPEN  
SEALED BID ENCLOSED  
DIGITALEdge BID No. ESD112-DE-08  
ATTENTION: BID ADMINISTRATOR  
ESD 112 BUSINESS OFFICE**

Bids shall be rejected and returned to the Bidder if:

- They are received at the ESD 112 Business Office after this time and date.
- They are faxed or e-mailed.
- They are submitted in envelopes that are not sealed.
- They are accidentally opened prior to the public bid opening because the envelope has not been marked according to the instructions above.

# BID EVALUATION

## BID EVALUATION CRITERIA

The bids shall be evaluated by the Bid Administrator or the Bid Administrator's designee. Bid forms shall be grouped by manufacturer product lines and evaluated in accordance with the award criteria.

Bids shall be awarded to the lowest responsive, responsible Bidders in each state. The lowest Bidder is the Bidder with the lowest average net bid prices for the **equipment** in a manufacturer's unique product line, based on the discounts or mark-ups offered in their bid. In the case of a tie, the lowest Bidder shall be determined by the number of states in which they are authorized and offering to sell the manufacturer's product line.

To be eligible for evaluation, a bid shall have arrived on time, and shall materially satisfy all requirements found in this Invitation to Bid. Bids with deviations or exceptions to the requirements or Terms and Conditions of this Invitation to Bid may be disqualified from consideration, even if the Bidder considers them necessary.

A **responsive Bidder** is a Bidder that submits a bid that conforms in all material respects to the instructions, terms and conditions, and other requirements of this solicitation. Any bid that does not conform in all material respects may be considered non-responsive.

A **responsible Bidder** is a Bidder that satisfies the following criteria, in accordance with RCW 49.19.1911(9), as reflected in the materials submitted in response to Appendix A:

- a. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c. Whether the Bidder can perform the contract within the time specified;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the Bidder with laws relating to the contract or services;
- f. Such other information as may be secured having a bearing on the decision to award the contract.

The lowest responsive and responsible bidders in each manufacturer's unique product line for each state shall be determined according to the following evaluation process:

### 1. Administrative screening of the bids:

During this process, the Bid Administrator or his/her designee shall review all materials submitted by the Bidder to evaluate their responsiveness and evidence of responsibility. The steps during this process include the following:

- a. The bid materials shall be checked for compliance with all bid requirements.
- b. The **Bidder's Narrative of Qualification and Responsibility** shall be reviewed to determine whether a bidder is qualified and responsible. (See Appendix A.) In addition, if there is credible evidence that the Bidder does not satisfy one or more of the criteria in RCW 49.19.1911(9), the Bidder shall be informed it is non-responsible and the bid shall be rejected.
- c. The Bid Forms shall be evaluated to make sure that they contain all of the required data.

Bids that do not pass Administrative screening shall be rejected and are not eligible for consideration in the next part of the evaluation process. Bidders who are rejected as a result of Administrative screening shall receive a letter from the Bid Administrator or his/her designee. Bidders that receive a rejection letter and wish to protest may refer to section of this Invitation to Bid entitled **Protest Process**.

If there is no delay that results from an unresolved protest, the evaluator shall continue with the scoring of the bids on or after the sixth day after the letters of rejection were sent.

If no letters of rejection are sent upon completion of the Administrative screening of the bids, then further evaluation of the bids shall begin immediately.

**2. Identification of the lowest Bidder(s) in each manufacturer product line (per state):**  
All Bidders must be able to sell products to eligible Purchasers in Washington state.

During this phase of bid evaluation, the Bid Forms shall be grouped by each manufacturer's unique product line. A responsive, responsible Bidder submitting a bid for a manufacturer's unique product line, absent of any other competitive bids for the same manufacturer's product line, shall be awarded without further evaluation, provided that all requirements of this bid are met.

If two or more Bidders bid on the same manufacturer's unique product line, the Bid Administrator or designee shall complete a thorough evaluation of the discounts or mark-ups on the equipment in that manufacturer's product line, and their resulting net bid prices, and shall identify the Bidder whose offer results in the lowest average net bid prices of equipment for each state (lowest Bidder). The **average net bid prices of equipment** in a manufacturer's product line will be determined by adding the lowest price item, the highest priced item, and the median item, and dividing the sum by three.

A recording sheet shall be used to record the bids and identify the lowest Bidder. The lowest Bidder will be the Awarded Bidder for as many states as it is offering to sell the manufacturer's product line in. The second lowest Bidder will be given the option to be awarded to any remaining states that their offer includes. If there are still states that have not been covered by any Bidders, the award process will continue in the same manner until all states are covered, if possible.

In the case of a tie at any point, the Bidder that is offering to sell the manufacturer's product line to the most states, in addition to Washington, shall be awarded the Contract. If there is still a tie, then both/all Bidders that are still tied shall be awarded Contracts to those states.

**LETTERS OF INTENT TO AWARD:**

A Contract shall be formed only if the bid response is formally accepted and an award is made. Any Contract that results from this Invitation to Bid shall contain provisions that conform to the Invitation to Bid and Terms and Conditions, and shall be made available to Purchasers.

The Bid Administrator shall issue a letter notifying all Bidders of the intent to accept the bids and award the Contract to the lowest responsive, responsible Bidder for each manufacturer's unique product line in each state. The bid shall not be formally accepted and a Contract shall not be officially awarded until receipt of the signed Offer and Acceptance Form.

Bidders that are not being awarded a Contract that wish to protest may refer to the section of this Invitation to Bid entitled **Protest Process**.

**AWARD OF CONTRACTS:**

If there is no delay that results from an unresolved protest, the ESD 112 Superintendent or designee shall sign and send each winning Bidder one original copy of the Offer and Acceptance Form.

**PROTEST PROCESS:**

For a protest to be considered, the protest shall be based on:

- Errors in computing the score; and/or
- Failure to follow procedures described in the solicitation document; and/or
- A matter of bias, discrimination or conflict of interest on the part of an evaluator; and/or
- Failure to comply with applicable law.

**Protest Procedure:**

Protests shall be filed and resolved in accordance with the following:

- Protests shall be submitted in writing to the Chief Fiscal Officer at ESD 112, within five (5) business days after receiving a letter of rejection during the Administrative Screening of the bids, or within five (5) business days after receiving a copy of the Letter of Intent to Award. Receipt of the letter occurs on the earlier of the date the letter is actually received or three (3) days after the date the letter is deposited in the U.S. Mail, postage pre-paid, to the address in the bid. Any protest that is not filed within the prescribed time period shall not be considered.
- The Chief Fiscal Officer at ESD 112 shall convene a group of three (3) Cabinet members to serve on a Review Team.
- The Review Team shall hear the protest within five (5) business days of receiving the protest, except when holidays prevent that from being possible. In those situations, the review shall take place as soon as reasonably possible.
- The Review Team shall hear presentations by the Protester and the Bid Administrator and shall seek answers to their questions.
- The Review Team shall take up to three (3) business days to render a decision and to send a letter to the Protestor and the Bid Administrator. If the panel's decision is in favor of the Bid Administrator, awards shall be made two (2) business days later.
- If the panel's decision is in favor of the Protestor, the final award of Contracts is delayed until the protest is resolved.
- Bidders shall exhaust their administrative remedies, which include filing a protest with the agency (ESD 112). Failure to file a protest shall preclude judicial review or subsequent legal action.

**Format and Content:**

Protests shall include the following:

- Information about the protesting Bidder such as name of firm, mailing address, phone number and name of individual responsible for submission of the protest. The protest letter shall be submitted on company letterhead and signed by an authorized agent of the vendor.
- The facts, law and arguments that are relied on as the basis for the protest.
- Any relevant exhibits or evidence supporting the protest.
- Description of the relief or corrective action requested.

# CONTRACT ADMINISTRATION

### **CONTRACT ADMINISTRATION:**

It shall be the responsibility of the Bid Administrator at Educational Service District 112 to administer all Contracts awarded under this bid.

### **REPRESENTATIONS.**

Bidder represents that all the statements and information that was submitted in accordance with the bid requirements are accurate and true and create contractual obligations. Any misrepresentation or action that is inconsistent with bid requirements constitutes a violation of the Terms and Conditions of the DigitalEdge Contract that may result in a penalty, including termination.

### **TERM.**

The initial term for Awarded Contracts is the Date of Award to August 31, 2009, with the option to extend the Contract for additional six-month or one-year terms, for up to five years, which could extend the Awarded Contracts to August 31, 2013. Prior to the end of the initial Contract term and any extension date, the Bid Administrator may send an "Agreement to Extend Existing DigitalEdge Contract" for each Contract that a Bidder was awarded.

The Bid Administrator reserves the right to extend any single and/or all Contracts and reserves the right to re-bid any single and/or all Contracts on an annual or semi-annual basis.

### **PRODUCT AVAILABILITY AND PRICING.**

Any product shall be made available to Purchasers that are interested in purchasing instructional technology products and audio-visual equipment through the DigitalEdge program, subject to amendments in products and pricing that are approved in accordance with the Terms and Conditions and other requirements of this bid solicitation. Bidders shall sell products to any eligible Purchaser pursuant to the Terms and Conditions that are required under this DigitalEdge Contract.

### **DIGITALEGE MARKETING.**

The DigitalEdge office shall engage in marketing efforts that promote the Contract and provide information about the DigitalEdge products and pricing. Some of the DigitalEdge marketing activities include:

#### **Production and Publication of the DigitalEdge Product and Price List.**

Upon award of any Contract, the Bid Administrator shall develop a **2008 DigitalEdge Product and Price List**, and shall make it available for download on the DigitalEdge web site. The **DigitalEdge Product and Price List** shall include information about the manufacturer's product lines and products on the DigitalEdge Contract. Awarded Bidders agree to allow the DigitalEdge program to use product photos for the **2008 DigitalEdge Product and Price List**, and for marketing materials in subsequent years.

#### **Availability of the DigitalEdge Web Site.**

The DigitalEdge program shall maintain a web site that includes the current Product and Price Lists, the Invitation to Bid and the Bid Documents, Affidavits, information about Interlocal Agreements, Vendor information, and other pertinent information that assists Purchasers and the Awarded Bidders. The DigitalEdge web site shall also link to all Awarded Bidders' DigitalEdge-specific web sites, thereby increasing visibility of the Awarded Bidders and the manufacturer product lines they are selling on the DigitalEdge Contract.

**Other DigitalEdge Marketing.**

The DigitalEdge shall use the ESD 112 Office of Public Information for assistance and direction with DigitalEdge marketing activities. Marketing activities may include, but not be limited to, brochures and flyers, e-mail blasts, visitations and other pertinent activities that promote the Contract to eligible Purchasers.

The ESD 112 DigitalEdge office will also keep its partnering ESD's in the state of Washington informed and up-to-date regarding new developments and updated pricelists through the DigitalEdge program, and will ask that the Educational Technology Support Center staff at those ESD's disseminate information to their regional constituents and to provide opportunities for the Awarded Bidders to showcase the products that they sell through the DigitalEdge Contract. The ESD 112 DigitalEdge will seek similar partnerships with regional educational service districts or agencies in the other states served by this bid.

**PURCHASING PROCESS AND DOCUMENTATION.**

For accuracy of placing orders and audit purposes, Purchasers shall contact the Awarded Bidder for purchasing information on DigitalEdge products. Purchasers shall purchase their products in accordance with the following requirements, terms and agreements:

- Purchasers shall refer to their own governing laws and/or obtain their own legal advice to determine what actions shall be taken to purchase via the DigitalEdge contract. ESD 112 shall execute an Interlocal Agreement with any Purchaser that requests one by contacting the DigitalEdge office by phone or e-mail.
- Purchasers shall work with the contact person published in the DigitalEdge Product and Price Lists to get any necessary information or assistance regarding the placement of an order for the DigitalEdge products they wish to purchase.
- Awarded Bidders shall provide all of the required documentation, including a written price quote, to assist the Purchaser with identifying the Contract price of the desired products.
- The Purchaser shall issue a signed and otherwise complete purchase order made out to the Awarded Bidder for the exact products, quantities and net bid prices. The purchase order must include the DigitalEdge Contract number on it.
- The Awarded Bidder shall instruct the Purchaser to send, via fax or mail, a copy of the purchase order and the written price quote to the DigitalEdge office.
- The DigitalEdge office shall record the purchase and, using due diligence, shall make every effort to forward the purchase order and price quotation to the Awarded Bidder within 24 hours.
- The Awarded Bidder shall fill the order and ship the products directly to the Purchaser at the "Ship to" address on their purchase order. No action shall be taken by the Awarded Bidder on the transaction until the purchase order is received at their office. Purchasers shall not be responsible for payment of any unauthorized or undocumented purchases.

- The Awarded Bidder shall invoice the Purchaser directly at their “Bill to” address on the purchase order. All invoices shall be itemized and shall include the purchaser order number on them. The Purchaser shall only pay for items that are delivered and acceptable.

### **MONITORING OF THE CONTRACT’S EXECUTION.**

The Bid Administrator shall monitor all aspects of the execution of DigitalEdge Contract activity in an ongoing manner, including but not limited to the following:

- Awarded Bidder performance in and adherence to the Contract’s Terms and Conditions.
- Awarded Bidder’s provision of the current catalog or monthly price sheet.
- Awarded Bidder’s provision of the list of the net bid prices of all products on the DigitalEdge Contract.
- The level of sales of DigitalEdge products reported on the monthly bid reports.
- The quantities of products sold in each product category through the DigitalEdge Contract.
- The degree to which the Awarded Bidder’s marketing materials and web site are complete and accurate, and up-to-date.
- The regular and timely submission of the monthly bid reports and payment of Administrative Fees by the Awarded Bidder.
- Comments from the eligible Purchasers.
- Satisfaction surveys from the eligible Purchasers.
- Other monitored activity.

### **DISPUTES.**

To seek review of a dispute between the Bid Administrator and the Awarded Bidder:

- The dispute shall arise after the contract has been awarded;
- An attempt at negotiation shall have been made by the Bid Administrator and the Awarded Bidder, but the dispute could not be resolved to the satisfaction of both parties;
- The Awarded Bidder disagrees with a decision made by the Bid Administrator, such as, but not limited to the following:
  - A decision to impose a remedy;

- The manner in which a product, product bundle or product line is promoted in marketing materials;
- Other decisions made by the Bid Administrator that are informal in nature but the Awarded Bidder believes to be unfair or partial.

**Procedure for Dispute Review:**

The procedure for reviewing a dispute shall take place in accordance with the following:

- The Awarded Bidder shall submit a letter of dispute in writing (e-mail or on letterhead) to the Bid Administrator, requesting a review of the dispute by the Chief Fiscal Officer at ESD 112.
- The Bid Administrator shall schedule a review with the Chief Fiscal Officer, and shall respond to the Awarded Bidder within three days, confirming a meeting with the Chief Fiscal Officer as soon as possible. If the Chief Fiscal Officer is not available, another ESD 112 Cabinet member shall be scheduled for the review.
- The Chief Fiscal Officer shall convene a Review Team of three (3) ESD 112 Cabinet members to hear the facts and review the materials that are pertinent to the dispute, and shall seek answers to questions from both the Bid Administrator and the Awarded Bidder.
- The Review Team shall render a decision within three (3) business days of the review, and the Chief Fiscal Officer shall submit a written decision to the Bidder within five (5) days of the review. The decision of the Review Team shall be final and binding.

**Format and Content:**

Disputes shall include the following:

- Information in writing about the Awarded Bidder such as name of firm, mailing address, phone number and name of individual responsible for requesting a review.
- The facts and arguments that are relied on as the basis for the review.
- Any relevant exhibits or evidence supporting the position taken by the Awarded Bidder in regard to the dispute.
- Description of the requested resolution to the dispute.

**REMEDIES FOR VIOLATIONS.**

In addition to any other rights set out elsewhere in the DigitalEdge bid documents, requirements, terms and conditions, the Bid Administrator reserves the right to terminate the DigitalEdge Contract and end the Awarded Bidder's participation in the DigitalEdge Program in the event that:

- a. The Awarded Bidder violates any material term of the DigitalEdge Contract. For purposes of this provision, the following are material terms of the DigitalEdge Contract:

1. Refusal to sell products to eligible Purchasers at or below the DigitalEdge contract price;
  2. Selling equipment or products that are not new;
  3. Selling B stock;
  4. Selling products that are not free of leins;
  5. Shipping FOB: Shipping Point, with the exception of Hawaii and Alaska;
  6. Adding shipping and handling charges to the price quote, with the exception of Alaska and Hawaii;
  7. Adding sales tax to the purchase price;
  8. Refusal to provide a web site with up-to-date information on product and pricing, purchasing and tracking orders.
  9. Refusal to provide the Bid Administrator with new and accurate product line catalogs or price sheets on a monthly basis, and the applicable net bid prices based on the discounts or mark-ups.
  10. Refusal to apply the discount or mark-up to new products that have been added to a manufacturer's product line;
  11. Refusal to report sales on a monthly basis;
  12. Refusal to pay the 3% Administrative Fee on purchases;
  13. Violation of any of the vendor integrity provisions stated in Section 20 in the Terms and Conditions of this bid solicitation.
  14. Suspension or debarment that occurs during the term of the Contract.
- b. The Awarded Bidder fails to remedy any violation that is not a material term of the DigitalEdge Contract after having been given thirty days written notice that the violation occurred and shall be remedied. Violations that are not material include but are not limited to:
1. Missing the deadlines for the monthly reports of DigitalEdge sales or the monthly payment of Administrative Fees;
  2. Refusal to allow the Bid Administrator to review marketing materials that reference the DigitalEdge program before they are distributed;
  3. Refusal to use the DigitalEdge logo on DigitalEdge marketing materials;
  4. Failure to submit price quotes to Purchasers;
  5. Charging Purchasers for products that are damaged or destroyed during shipping FOB: Destination;

6. Continued inability to be able to deliver products to Purchasers within four weeks of receiving their purchase order;
  7. Any other violation that is not in compliance with the DigitalEdge Contract, but does not create significant harm to ESD 112 or the Purchasers.
- c. The Awarded Bidders commits more than two violations of the DigitalEdge Contract.

In addition, the Bid Administrator reserves the right in its sole discretion to apply any of the following remedies alone or in combination for violations of the DigitalEdge Contract:

- a. Impose a financial remedy in an amount of up to \$1,000 per violation.
- b. Suspend Awarded Bidder's rights under the DigitalEdge Contract until Bidder cures any violations and pays any penalties that have been imposed.

In determining the appropriate remedy or remedies, the Bid Administrator shall consider the following:

- a. Information submitted by the Bidder regarding the alleged violation;
- b. Whether the nature of the violation is a breach of a material term or non-material term of the Contract;
- c. The impact of the following factors:
  - Nature and degree of harm caused to ESD 112 or the DigitalEdge program;
  - Nature and degree of harm caused to the Purchasers;
  - Financial detriment or benefit experienced by Bidder or its agent;
  - Likelihood of similar violations.
- d. The Bidder's plan for remedying the violation.

**PUBLIC RECORD.**

All bids and documents received at the Business Office at ESD 112 in response to or in connection with this solicitation are the property of ESD 112 and shall be subject to public disclosure.

# TERMS AND CONDITIONS

## **TERMS AND CONDITIONS:**

The submission of a bid is an offer to enter into a Contract that, upon acceptance by ESD 112, obligates the Bidder (and their authorized agents) to comply with the Terms and Conditions set forth below, and all the requirements in this bid solicitation document. If there is an inconsistency with a requirement in this bid solicitation document and the Terms and Conditions, the Terms and Conditions govern.

Bidder is offering and upon acceptance agrees as follows:

1. Each bid shall conform to the special conditions, instructions to the bidders, scope of work, and bid form of the Bid Invitation as stated, all of which shall become part of the contract documents.
2. **Compliance.**  
By submitting a bid, the Bidder agrees to comply with DigitalEdge Contract terms, including offering the bid products for the DigitalEdge Contract price when it sells its products to the eligible Purchasers named in the states identified in this solicitation, until the expiration of the Contract. The Contract term is from the date of award until August 31, 2009, unless the Contract is extended or a replacement Contract is awarded.
3. **Role.**  
ESD 112 shall in no way whatsoever incur any liability in relation to the specifications, delivery, payment or any other aspect of purchases by Purchasers.
4. **Cost of Bid Preparation.**  
The Bid Administrator shall not pay or reimburse Bidders for the development, presentation or provision of any bid or portion of the bid in response to this Invitation to Bid.
5. **Bid Withdrawal.**  
No Bidder may withdraw his/her bid after the hour set for the opening thereof, or thereafter, before award of the Digital Edge Contract, unless award is delayed for a period exceeding 60 days from the bid opening date. If the award of the DigitalEdge Contract is delayed for more than 60 days due to a protest, the Administrator may invite all Bidders to agree to extend their bid until the protest is resolved, or may reject all bids.
6. **Security.**  
Educational Service District 112 shall not require Bidders to furnish a bid bond at the time of opening or a performance bond after award. Based upon past performance, ESD 112 requires a high level of integrity with Bidders. However, if problems arise regarding requisition or delivery of materials and/or service, bonding requirements may be required on future bids.
7. **Contract Execution.**  
The Contract is considered fully executed at the time that the ESD 112 Superintendent signs and delivers the Offer and Acceptance Form to the Bidder.
8. **States.**  
While the DigitalEdge is specifically bidding on behalf of the eight states named in this Invitation to Bid, it is the intent of the DigitalEdge to make the Contract available to eligible Purchasers in other states, as well. The DigitalEdge shall allow "piggybacking" by eligible Purchasers in other states that wish to utilize the DigitalEdge Contract.

The states listed by the Awarded Bidder on their Bid Form may be amended during the term of the Contract by mutual agreement between the Bidder and ESD 112.

## 9. Resellers, Distributors and Agents.

- a. The resellers, distributors or agents identified in the Bidder's bid that will be performing obligations that are required under the DigitalEdge Contract on behalf of the Bidder, have been provided a copy of the DigitalEdge Invitation to Bid documents and the Bidder's bid, and they are familiar with the DigitalEdge Contract requirements.
- b. The resellers, distributors and agents identified in the Bidder's bid have entered into an agreement with the Bidder which obligates the resellers, distributors and agents to comply with all the provisions associated with the DigitalEdge Contract when such resellers, distributors and agents are engaged in work that is associated with the DigitalEdge Contract.

The Bidder assumes full responsibility for ensuring that its resellers, distributors and agents are in full compliance with the DigitalEdge Contract provisions. The Bidder understands and agrees that it will be subject to the remedies that are imposed for violations of the DigitalEdge Contract provisions, including violations that are committed by the Bidder's resellers, distributors and agents. The Bidder is responsible for its resellers, distributors and agents' performance of obligations in the DigitalEdge Contract and is obligated to monitor its resellers, distributors and agents.

## 10. Products and Equipment.

- Products shall be new, with new serial numbers and made with components that meet manufacturer specifications.
- No "B" stock or refurbished products may be bid or sold to Purchasers.
- No Original Equipment Manufacturer (OEM) products may be bid.
- All products and equipment shall be free of liens.

## 11. Net Bid Prices.

The Contract's net bid prices that result from the applicable discounts or markups that the Bidder submits for each manufacturer's unique product line shall adhere to the following requirements:

- All net bid prices are established by adjusting the base price that is published in the current manufacturer's product line catalog or the manufacturer's price sheet, by applying a discount or markup to that base price.
- The net bid prices for all products in the manufacturer's product lines are highly competitive prices for a contract of this scope and scale.
- The net bid price reflects the purchase of a single unit of the item.
- All discounts or markups quoted and their resulting net bid prices shall be the same in every state included in the Bidder's territory.
- All net bid prices resulting from the applicable discounts or markups in the bid shall include any and all of the Bidder's own overhead costs, including but not limited to any contractual fees with commissioned agents, marketing costs, shipping and handling, and other such overhead costs.

- All net bid prices resulting from the applicable discounts or mark-ups in the bid shall include a 3% Administrative Fee to be paid to the DigitalEdge office at ESD 112 on a monthly basis, as per the schedule in the “Scope of Work” section. If a Purchaser purchases DigitalEdge products at a lower price from an Awarded Bidder through the Contract, the price shall include the 3% Administrative Fee.
- All net bid prices resulting from the applicable discounts or mark-ups in the bid shall include the cost of shipping and handling to any location, with the exception of Alaska and Hawaii. If using the mark-up method, the mark-up percent (and ultimately the net bid price) shall incorporate the shipping and handling fees. If using the discount from catalog method to bid, then the discount percent (and ultimately the final net bid price) shall allow for the shipping and handling fees. The cost plus mark-up, or the catalog price minus discount, shall result in the final DigitalEdge net bid price.
- All net bid prices resulting from the applicable discounts shall not include any applicable state Sales Tax.

## **12. Freight Terms / Shipping and Handling / Delivery**

- All products shall be delivered directly to the Purchaser’s destination within four weeks of receiving the purchase order. If the Awarded Bidder anticipates an unexpected delay, the Awarded Bidder shall inform the Purchaser of the anticipated delivery date in writing or by phone. Purchaser has the option of cancelling the purchase order or accepting the new delivery date.
- Products shall be shipped FOB: Destination to all locations, with the exception of locations in Alaska and Hawaii.
- Awarded Bidders may charge Purchasers for express shipping when requested by the Purchaser. Bidders shall list and describe their shipping options in their ordering instructions.
- Awarded Bidders bear the risk of loss due to damage or destruction of the products before they arrive to the Purchaser’s destination. The Awarded Bidder shall still adhere to its contractual agreement with the Purchaser.
- Awarded Bidders that receive purchase orders that require special delivery terms that can not be met may refuse the order and return the purchase order to the Purchaser within three (3) days. The Awarded Bidder shall explain, in writing, why it can not fill the order and meet the delivery requirements.
- The Awarded Bidder must be able to provide evidence that the products were delivered, upon request.
- Shipping errors that occur shall be paid by the Awarded Bidder.

## **13. Review of Marketing Materials.**

Awarded Bidders shall allow the Bid Administrator to review all marketing materials that reference the DigitalEdge cooperative purchasing program and the products and prices that are available through the program, before they are distributed or made public. Information about the DigitalEdge products and pricing shall be accurate and up-to-date on the marketing materials at all times, and all marketing

materials, whether in print or electronic, shall include the DigitalEdge logo. The DigitalEdge office shall provide the logo to the Awarded Bidders. The DigitalEdge logo design (shape and style) may not be altered in any way; however, the coloring of the logo may be adapted to fit the color scheme of the Awarded Bidder's marketing materials.

**14. Commitment to DigitalEdge Pricing.**

The percentage of price adjustment (discount or mark-up) that is bid shall result in the maximum net bid price that can be offered throughout the entire Contract period; no adjustments can be made during the term of the Contract that results in increased net bid prices.

The Awarded Bidder shall be responsible for providing the most current published manufacturer catalog or price sheet to the Bid Administrator on a monthly basis, as well as the resulting net bid prices. However, the Bid Administrator shall also allow Awarded Bidders to introduce the next sequentially dated manufacturer's catalog or price sheet upon publication. In the absence of a manufacturer's current published catalog or price sheet, the discount or mark-up applied to the price stated in the latest catalog or price sheet shall be used as the DigitalEdge Contract price until a current catalog or price sheet, and new net bid prices, are provided to the Bid Administrator.

When eligible Purchasers inquire about a product or product line that is available through the DigitalEdge, the Awarded Bidder shall inform the Purchaser of the DigitalEdge Contract prices.

Price reductions, special promotions, specially designed bundles and new product announcements shall be an ongoing characteristic of this Contract. If one of these changes takes place in a specific manufacturer line, the Bidder agrees to adjust prices in accordance with the manufacturer price changes.

**15. Lowering the Contract Prices.**

At any time, an Awarded Bidder may offer a more competitive adjustment of their bid discount or mark-up that results in lower single-unit Contract prices to all eligible Purchasers in the states in which they are awarded. Awarded Bidders shall do so in writing on company letterhead, and the letter shall be signed by an authorized employee before submitting the letter to the Bid Administrator. Prices shall not take effect until receipt of confirmation by the Bid Administrator.

**16. Large Volume Purchases.**

Discounts or mark-ups offered in this bid are for single-unit pricing. Awarded Bidders may, on a case by case basis, increase their discounts and offer even more competitive pricing to eligible Purchasers when volume purchases are sought or when Purchasers are considering soliciting their own competitive pricing. To accommodate the Purchaser's desire to obtain the most competitive pricing for guaranteed quantities and to increase the efficiency of Purchasers by providing them a means to obtain the most competitive pricing without publishing their own competitive Invitation to Bid, the Bid Administrator shall allow the Awarded Bidder to offer voluntary price reductions through the DigitalEdge Contract, based on the specific quantities desired. If the Purchaser accepts the Awarded Bidder's offer of a price reduction, the price reduction shall be reflected on the quote submitted to the Purchaser upon acceptance, and shall be sent to the DigitalEdge office along with the Purchaser's purchase order. All net prices shall still include overhead costs, freight, administrative fees, and other fees listed elsewhere in this document.

For purchases in a single transaction that will exceed \$50,000, an Awarded Bidder may submit a written request to the Bid Administrator seeking a reduction in the Administrative Fee. The request shall identify the amount of the reduction that is being sought and the reasons the Awarded Bidder believes the reduction is warranted.

Upon receipt of a request for a reduction in the Administrative Fee, the Bid Administrator will notify all Awarded Bidders of the request to reduce the Administrative Fee for products in the product line identified in the request. If the Administrator approves a reduction, all Awarded Bidders will be notified of the reduced Administrative Fee, and the reduced Administrative Fee shall be applied uniformly to any Awarded Bidder that wants to sell products in that product line to the Purchaser for that single transaction. Awarded Bidders that are applying the reduced Administrative Fee may not disclose or inform interested Purchasers that the price the Awarded Bidder is quoting is based on a reduction of the Administrative Fee.

When a Purchaser accepts an offer from an Awarded Bidder that includes a lower bid price, the Awarded Bidder shall inform the Contract Administrator. The lower price, and any reduction in the Administrative Fee, is only applicable to the single transaction for which the price reduction was sought.

**17. Non-Appropriation:**

A Purchaser's obligation to make payments during any fiscal year succeeding the current fiscal year shall be subject to the availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Purchaser shall have the right to terminate the contract. The Awarded Bidder may seek reimbursement for the reasonable costs incurred prior to termination.

**18. Favored Nations Claus.**

The Awarded Bidder agrees that the net bid prices for equipment it sells under the DigitalEdge Contract shall not exceed the prices that the Bidder offers to sell the same or substantially similar equipment for, to eligible Purchasers in the states where the Bidder is awarded a Contract, based on comparable quantities with the same or substantially similar terms and conditions.

**19. Force Majeure.**

The Awarded Bidder shall not incur any liability to the DigitalEdge or Purchasers if its performance of any obligation pursuant to the DigitalEdge Contract or a purchase order is prevented or delayed by causes beyond its control and without the fault or negligence of any other party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

**20. Acknowledgement of Contract Numbers by Bidders and Their Agents.**

Upon award of any contract, the Awarded Bidder shall assign the contract number of **ESD112-DE-08** to be referenced on purchase orders submitted by Purchasers for DigitalEdge products.

**21. Vendor Integrity Provisions.**

The Awarded Bidder shall abide by the highest standards of ethics and integrity in the performance of the DigitalEdge Contract, and shall comply with all applicable state and federal laws, regulations and other requirements that govern the Contract with ESD 112.

The Awarded Bidder shall not, in connection with the DigitalEdge Contract or any other agreement with ESD 112 or a Purchaser, directly or indirectly offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any DigitalEdge program officer or employee or eligible Purchaser.

The Awarded Bidder, upon execution of a Purchase Order and by the submission of any bills or invoices for payment pursuant thereto certifies and represents that the Bidder has not violated any of these provisions.

Upon receiving a request from ESD 112 or a Purchaser, an Awarded Bidder shall provide, or if appropriate, make immediately available for inspection or copying, any information or documentation of any type or form, including but not limited to, the Awarded Bidder's business or financial records, documents or files of any type or form which refers to or concerns the DigitalEdge Contract or a purchase order. Awarded Bidders shall retain such information and documentation for a period of three years beyond the termination of the purchase order unless otherwise provided by law.

**22. Rejections.**

All goods or materials supplied under this Contract are subject to approval by the Purchaser. Any rejection of equipment or goods because of nonconformity to the terms, conditions, and specification of this offer, whether held by Purchaser or returned, shall be at the Awarded Bidder's sole risk and expense.

**23. Release.**

If an award is cancelled as a result of a protest, the Awardee shall not claim against ESD 112, any alleged (a) bid preparation charges, (b) cost incurred to ensure that the Awardee's bid is responsive, (c) claims for anticipated lost profits, or (d) claims for damages, and (e) attorney's fees. Any claims the Awardee may have are hereby waived. Awardee hereby releases ESD 112, its officials, officers, employees and agents from any and all liability that may arise as a result of decisions that are made to award, reject, terminate or implement DigitalEdge Contracts. The release provision does not include claims that are based on a decision to terminate the contract except where the contract is terminated as a result of a bid protest or court order. The release provision does not include claims that are based on the implementation of the contract except to the extent that decisions regarding the implementation are being made in response to a bid protest or court order.

**24. Release of Personal Liability.**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of ESD 112 be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

**25. Headings.**

Paragraph headings have been included for the convenience of the parties and shall not be considered a part of the DigitalEdge Contract for any purpose relating to construction or interpretation of the terms of the Contract.

**26. Assignment.**

Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.

**27. Indemnification.**

In addition to any liability or obligation of bidder to ESD 112 that may exist under any other provision of the DigitalEdge Contract or by law or otherwise, Bidder shall defend, indemnify and hold harmless ESD 112 and its officials, officers, employees and agents from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including legal fees, that may arise from the negligent performance of this Agreement by Bidder, its officials, officers, agents, employees or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts Bidder is responsible.

**28. Termination.**

The DigitalEdge Contract may be terminated as follows: (1) by mutual written agreement of the parties; or (2) as described under Remedies for Violations in the Contract Administration section of this bid solicitation.

**29. Waiver.**

No provision of the DigitalEdge Contract or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

**30. Severability.**

If any term of condition of the DigitalEdge Contract or application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid, void or unenforceable, such finding shall not affect the other terms, conditions, or applications of the DigitalEdge Contract which can be given effect without the invalid, void or unenforceable term, condition, or application and, to this end, the terms and conditions of the DigitalEdge Contract are declared severable.

**31. Governing Law and Venue.**

The DigitalEdge Contract shall be governed by the laws of the State of Washington and any action or litigation undertaken by ESD 112 or a bidder to enforce the terms of the DigitalEdge Contract shall be conducted in Clark County, Washington.

**32. Compliance with Law.**

Notwithstanding any provision in the DigitalEdge Contract to the contrary, the terms of the DigitalEdge Contract are subject to and shall be consistent with all applicable state and federal laws. To the extent a provision in the DigitalEdge Contract is ambiguous or inconsistent with applicable state and federal laws, this provision shall be interpreted and applied in a manner that complies with all applicable laws.

**33. Whole Agreement.**

The parties agree that the Terms and Conditions in the DigitalEdge Invitation to Bid and any bid requirements or appendices referred to therein constitutes the entire agreement between the parties with regards to ESD 112's and Bidder's obligations regarding the DigitalEdge cooperative purchasing program. Upon acceptance of a bid and the Contract award, the DigitalEdge Contract shall supersede all prior or existing written or oral agreements between the parties on this subject. Amendments or corrections to the DigitalEdge Contract shall be in writing and signed by both parties.

**34. Opportunity Without Discrimination.**

Bidder agrees to comply with all applicable state and federal rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental or physical disability.

**35. Employment Representation.**

During the term of the DigitalEdge Contract, to the extent that employee(s) of the bidder may have contact with public school children, the bidder is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of the bidder to comply with this section shall be grounds for immediate termination of the Contract.

**36. Exclusion, Debarment and Suspension Certification.**

Bidder certifies that they, nor their Principals, are on the Excluded Parties List Report (web address: <http://epls.arnet.gov/News.html>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal

governmental agency or department. ("Principals", for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.) Contractor shall provide immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which ESD 112 has relied in entering into a Contract. Should ESD 112 determine, at any time during the Contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the ESD 112 may immediately terminate the Contract.

## Bidder's Offer and Acceptance Form

Contract No. ESD112-DE-08

Two original copies of this signature page must be signed and submitted with the Bidder's entire bid response.

The undersigned hereby agrees to the requirements, terms and conditions of this 2008 Invitation to Bid for Instructional Technology Products and Audio-Visual Equipment. The undersigned also represents and warrants any third party with whom they contract has been informed of the DigitalEdge Contract requirements, and agrees to comply with them.

The undersigned acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if a contract is awarded. Furthermore, the undersigned certifies conformance to applicable federal and state laws concerning public contracts, and that this proposal is made without connection with any person, firm or corporation making a proposal for the same goods or services, and is in all respects fair and without collusion or fraud.

\_\_\_\_\_  
Legal name of firm or corporation

\_\_\_\_\_  
Signature of authorized vendor representative

\_\_\_\_\_  
Printed name of representative

\_\_\_\_\_  
Title of vendor representative

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Legal address of vendor (including address, city, state and zip code)

\_\_\_\_\_  
Phone (including area code)

\_\_\_\_\_  
Fax (including area code)

\_\_\_\_\_  
Federal Tax Identifier of Vendor

**TO THE BIDDER:**

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 2008, ESD 112 is accepting the bid and awarding a DigitalEdge Contract to the bidder named above for the instructional technology products and audio-visual equipment identified in the attached Comprehensive Bid Recap. Bidder is contractually obligated to sell the instructional technology products and audio-visual equipment that are subject to this Contract award to Purchasers in accordance with the 2008 DigitalEdge Bid requirements, terms and conditions.

Educational Service District 112  
2500 NE 65<sup>th</sup> Avenue  
Vancouver, WA 9861

\_\_\_\_\_  
By Dr. Twyla G. Barnes, Superintendent

## GLOSSARY OF TERMS

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| <b>Addenda</b>                            | Modifications or interpretations of the Call of Bids and the requirements contained therein that are prepared in response to properly submitted questions and comments. Addenda shall be available for review on the DigitalEdge website. Bidders are required to carefully and completely review all Addenda because they Addenda may contain terms and conditions that once issued become elements of the Call of Bids. |
| <b>Adequate</b>                           | Sufficient  |
| <b>Administrative Fee</b>                 | The amount equal to 3% of the price that a Purchaser pays for DigitalEdge products.   |
| <b>Audio-Visual Equipment</b>             | Technology products that enhance the delivery of a lesson or presentation by providing a rich visual and auditory experience. In this document it includes solutions identified in the <i>Scope of Work</i> .   |
| <b>Authorized Agent</b>                   | A reseller, distributor or other dealer that is authorized and commissioned by a manufacturer that is bidding. Authorized agents are required to provide local, personal sales assistance and support to the Purchasers on behalf of the Bidders in this case.  |
| <b>Average Net Bid Price of Equipment</b> | An amount calculated by adding the lowest priced item, the highest priced item, and the median item in a manufacturer's equipment category, and dividing the sum by three.  |
| <b>Award</b>                              | The acceptance of a bid and creation of a contract with a Bidder.   |
| <b>Awarded Bidder</b>                     | A Bidder that is awarded a DigitalEdge contract.  |
| <b>Amendment</b>                          | For the purposes of a contract, shall mean an agreement between the parties to change the contract after it is fully signed by both parties. Such agreement shall be memorialized in a written document describing the agreed upon change including any terms and conditions required to support such change. An Order Document shall not constitute an Amendment to a contract.  |
| <b>"B" Stock</b>                          | Products that cannot be sold as new; they have been used and returned by either a previous Purchaser, or used by the vendor in product demonstrations or displays.  |
| <b>Base Price</b>                         | The price published in the manufacturer's current product line catalog, or the manufacturer's current price sheet, to which the Bidder's offered discount or mark-up is applied and then results in a net bid price.  |
| <b>Bid</b>                                | A written offer to perform a contract to purchase or supply goods or services in response to an invitation for bid.   |
| <b>Bid Administrator</b>                  | The ESD 112 employee that is responsible for conducting a specific solicitation and administering the bid.  |
| <b>Bid Evaluation</b>                     | The process of examining a bid after opening to determine the Bidder's responsibility, responsiveness to requirements, and to ascertain other   |

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|                                 | characteristics of the bid that relate to determination of the successful Bidder.  |
| <b>Bid Form</b>                 | The document that a Bidder is required to complete when submitting a bid.  |
| <b>Bid Opening</b>              | The formal process through which bids are opened and the contents revealed for the first time.   |
| <b>Bid Recap</b>                | A list of all responsive bids in a manufacturer's unique product line.   |
| <b>Bidder</b>                   | A company or business that submits a bid.  |
| <b>Cabinet Member</b>           | The highest level of ESD 112 administrators that report directly to the ESD 112 Superintendent.  |
| <b>Competition</b>              | The process by which two or more vendors vie to secure the business of a Purchaser by offering most favorable terms as to price, quality, delivery and/or service, or other terms stated in the Invitation to Bid.   |
| <b>Competitive Sealed Bid</b>   | The method used to solicit bids whereby all bids arrive to the Administrator's office in sealed envelopes no later than the deadline stated in the Invitation to Bid. No bids are opened until the Public Bid Opening that is scheduled to take place according to the date and time published in the Invitation to Bid. |
| <b>Competitive Solicitation</b> | A documented formal competitive process culminating in the award of contracts to the lowest responsive, responsible Bidder with the lowest average net bid price for equipment in a manufacturer's product line.   |
| <b>Complete and Accurate</b>    | The quality of having all of the required and correct data.  |
| <b>Cooperative Purchasing</b>   | The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.   |
| <b>DigitalEdge Contract</b>     | The agreement that exists when ESD 112 accepts the bid and awards the contract for instructional technology products and audio-visual equipment.   |
| <b>DigitalEdge Program</b>      | A cooperative purchasing program at ESD 112 that includes instructional technology products and audio-visual equipment.  |
| <b>Discount</b>                 | A percent of allowance or deduction from the base price that is published in a manufacturer's current product line catalog.  |
| <b>Effective Date of Award</b>  | The date that performance of the contract shall start.   |
| <b>ESD 112</b>                  | The abbreviation for Educational Service District 112, located at 2500 NE 65 <sup>th</sup> Avenue, Vancouver, WA 98661.  |
| <b>Evaluation Committee</b>     | Any committee that advises and assists with the evaluation of bids.  |
| <b>Execution of contract</b>    | The performance of a contract that has been awarded.   |

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| <b>FOB</b>                               | Acronym for Free on Board. Indicates the point in transit at which time the Purchaser takes possession of the purchased goods.   |
| <b>Formal Sealed Bid</b>                 | A bid that has been submitted in a sealed envelope to prevent its contents from being revealed or known before the public bid opening takes place.   |
| <b>Informality</b>                       | An immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders.   |
| <b>Instructional Technology Products</b> | Technology solutions that are used in teaching and learning environments and that enhances presentations and instruction. In this document it includes solutions identified in the <i>Scope of Work</i> .  |
| <b>Interlocal Agreement</b>              | An agreement between two or more public agencies that is entered into in accordance with state laws that apply to the public agencies.   |
| <b>Large-Scaled Bid</b>                  | A bid that is procured by a cooperative purchasing program that serves more than a single school district. In this document, it refers the bid procured for the DigitalEdge cooperative purchasing program, where multiple awards on several products made in response to the 2008 DigitalEdge Invitation to Bid, and where a broad sector of Purchasers are eligible to utilize the contract.   |
| <b>Late Bids or Quotations</b>           | A bid or proposal received at the place specified in the solicitation after the time designated for all bids or quotations to be received.   |
| <b>Letter of Intent to Award</b>         | The official announcement to the Bidder that the DigitalEdge intends to award them a DigitalEdge contract.   |
| <b>Lowest Bidder</b>                     | The Bidder offering the best discount or mark-up that results in the lowest average net bid price of equipment in a manufacturer's line of products.   |
| <b>Manufacturer Product Lines</b>        | A genre of instructional technology products and audio-visual equipment (such as LCD projectors, or document cameras), inclusive of equipment, accessories and supplies, warranties and maintenance contracts, and other categorical products related to that product line, all of which represent a "full line" of products (or full product line) offered by a single manufacturer. See the list of product lines in the section entitled <i>Scope of Work</i> . |
| <b>Marketing Materials</b>               | Any paper-based or electronic products or methods that are used to distribute and advertise information about products available through the DigitalEdge cooperative purchasing program. This might include, but not be limited to flyers and brochures, web pages, e-mail blasts, and other means of advertisement.   |
| <b>Mark-up</b>                           | A percent of increase from the base price that is published in a manufacturer's current price sheet (pricer).  |
| <b>Monthly Bid Report</b>                | A document that an Awarded Bidder submits to the Bid Administrator that includes data products purchased through the DigitalEdge Contract during the previous month. The report is in MS Excel format, and includes the data described in the Post Award section of the <i>Scope of Work</i> .   |

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| <b>Narrative of Bidder Qualification</b>             | A document that a Bidder is required to submit in response to the Invitation to Bid that addresses indicators of qualification and responsibility of that Bidder.   |
| <b>Net Bid Price</b>                                 | The final adjusted bid price for products published in the manufacturer's current price document (i.e. product line catalog or price sheet) by applying a discount or a mark-up to that price. The net bid price includes all required overhead costs.  |
| <b>Offer and Acceptance Form</b>                     | A form that must be signed and submitted by an authorized Bidder, expressing an offer to participate in the DigitalEdge cooperative purchasing program and the agreement to be bound by the terms and conditions of the Invitation to Bid if the bid is accepted and award is made.   |
| <b>Order Tracking</b>                                | The process of tracking an order and monitoring its progress toward being delivered to the Purchaser.   |
| <b>Original Equipment Manufacturer (OEM) Product</b> | A product that has been acquired by one company from another company for the purpose of re-using it or incorporating it into a new product with its own brand name.   |
| <b>Primary User</b>                                  | The category of Purchasers who are expected to make the greatest number of purchases through the DigitalEdge convenience contract.  |
| <b>Product and Price List</b>                        | A publication that lists the products that are awarded in each manufacturer's product line and that may contain information about their bid prices, main features, and contact information.   |
| <b>Protest</b>                                       | A Bidder's written objection to a decision made by the Administrator, and that results in a review by a higher-level Review Team.   |
| <b>Public Agency</b>                                 | Any governmental organization of any type in the state of Washington, Oregon, Idaho, Montana, Wyoming, Colorado, Hawaii or Alaska that is authorized to purchase instructional technology equipment and audio-visual equipment under the DigitalEdge cooperative purchasing program.  |
| <b>Public Bid Opening</b>                            | The event that is advertised in the published Invitation to Bid, and by which bids are opened and read aloud for the first time in the presence of anyone who wishes to attend.   |
| <b>Purchaser</b>                                     | <p>The authorized user of a contract who may or actually does make purchases of instructional technology equipment and/or audio-visual equipment, pursuant to the 2008 DigitalEdge Contract. This includes K-12 educational agencies, including public school districts, nonpublic schools, vocational and technical schools, and state approved schools and institutions, all in the following states:</p> <p>Washington • Oregon • Idaho • Montana • Wyoming • Colorado • Hawaii • Alaska</p> <p>Users of the contract also include, where feasible and where permissible by statute or regulation, community colleges, colleges and universities, educational service districts or agencies or intermediate units, and public libraries; and county governments, cities, local municipalities, special districts and any other eligible municipal corporation, political subdivision of the state, or similar public organization.</p> |

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| <b>Responsible</b>                      | <p>Having the following attributes, as described in RCW 43.19.1911 (9):</p> <ul style="list-style-type: none"> <li>• The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;</li> <li>• The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;</li> <li>• Whether the Bidder can perform the contract within the time specified;</li> <li>• The quality of performance of previous contracts or services;</li> <li>• The previous and existing compliance by the Bidder with laws relating to the contract or services;</li> <li>• Such other information as may be secured having a bearing on the decision to award the contract.</li> </ul> |
| <b>Responsive</b>                       | <p>Conforming in all material respects to the terms and conditions, the specifications, and other requirements of a solicitation.</p>   |
| <b>Review Team</b>                      | <p>A panel of three Cabinet-level leaders at ESD 112 with the authority to endorse or retract decisions made at the program level.</p>  |
| <b>Revised Code of Washington (RCW)</b> | <p>Permanent laws of the State of Washington that are in force.</p>   |
| <b>Secondary User</b>                   | <p>The category of Purchasers that are expected to purchase a substantial number of products through the DigitalEdge convenience contracts, but not to the extent of the Primary users.</p>   |
| <b>Solicitation</b>                     | <p>The process of notifying prospective Bidders that the purchasing activity desires to receive competitive bids, quotes or proposals for furnishing goods or services. Also includes reference to the actual document used in that process.</p>  |
| <b>Statutory Authority</b>              | <p>Purchase authority designated by statute.</p>  |
| <b>Submission Guidelines</b>            | <p>The rules by which a Bidder shall provide all required bid materials to the Bid Administrator in order to be considered for an award.</p>  |
| <b>Up-to-date</b>                       | <p>Having the characteristic of the most current information on file with the Bid Administrator.</p>  |

## APPENDIX A

### Instructions for Writing the *Bidder's Narrative of Qualifications and Responsibility*

**INSTRUCTIONS:** The Bidder's *Narrative of Qualifications and Responsibility* shall provide evidence that a Bidder can dutifully and responsibly meet the requirements for this bid, and is qualified for participation in the 2008 DigitalEdge cooperative purchasing program. All Bidders are required to submit a *Bidder's Narrative of Qualifications and Responsibility* in their sealed bid, as per the instructions below. Bids that do not contain the required evidence of qualification and responsibility as listed below may be rejected. The quality and quantity of detail shall be used to evaluate the responsiveness of the bid and the responsibility of the Bidder as cited in RCW 49.19.1911(9) during the administrative screen of the bids.

— **Company Profile**

Provide a profile of your company and its background, its mission, the states you are authorized to sell in, and length of time your company has been in the industry. Bidders must have been in business a minimum of three (3) years. The profile shall provide evidence that (1) your company maintains a permanent place of business, (2) your company can supply the products and equipment in a way that meets the bid requirements, and (3) your company has the capacity to provide the required sales and service support to the Purchasers. Provide the same information for all agents that you are commissioning to carry out the scope of work identified in this bid solicitation.

— **Work Plan**

Provide a plan for carrying out the scope of work described in the list of Post-Award Bidder Requirements, located in the section of the Invitation to Bid entitled *Scope of Work*. If you are commissioning authorized resellers or distributors as agents to carry out the post-award responsibilities, provide a statement that they are familiar with, understand and agree to abide by the Terms and Conditions and all requirements of this Invitation to Bid, as well as the terms of your bid.

— **Marketing Plan**

Provide a written description of the company's marketing plan that shall help eligible Purchasers know about the DigitalEdge purchasing program and shall inform them about how to purchase your products from the bid. If you are commissioning resellers or distributors as agents, the plan shall specify that the agent(s) have agreed to abide by the marketing requirements described in this Invitation to Bid.

— **Participation in Other Large-Scaled Purchasing Programs**

Provide a list of other large-scaled purchasing programs that your company has successfully participated in, without termination, where "large-scaled" means larger than a single school district and where multiple awards have been made. Also include the number of products sold and the number of districts, states, or regions that were served by this purchasing program.

— **Statement of Authority**

Write an explicit statement that you have the authority to submit the bid in response to the Invitation to Bid and bind your company to comply with the provisions contained herein.

— **Declaration of Non-Collusion**

Provide a declaration of non-collusion, stating that under the penalty of perjury:

- You have provided the bid prices independently and without any negotiation or agreement with any other Bidder or potential Bidder.
- You have not disclosed the bid prices to any other firm or person that is a Bidder or a potential Bidder.
- You have not attempted to persuade another Bidder or potential Bidder from refraining to respond to this bid or to adjust their prices or submit a non-competitive bid.
- Your company, nor anyone in your company, is currently under investigation for conspiracy or collusion, or has been convicted of collusion, in the last four years.

— **Certification of Prior Contract Compliance**

Certify that neither your company nor any of its resellers, distributors or suppliers that shall be commissioned to carry out the obligations in this Invitation to Bid are under suspension or debarment, nor otherwise lawfully denied participation in public procurement activities by any of the eligible Purchasers or any governmental agency or authority. Also certify that your company has performed and complied with all previous contracts.

— **Awards and Recognition**

Provide a list of any awards and/or recognition received for the character, integrity, reputation, judgment, experience and/or efficiency of your company. *Absence of a list shall not preclude the bidder from being awarded.*