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2500 NE 65<sup>th</sup> Ave. • Vancouver, WA 98661 • Phone 360.750.7500 • Fax 360.696.3099 • Monday-Friday • 8:00 am-5:00 pm PST

*INVITATION TO BID ON*  
**EDUCATIONAL TECHNOLOGY, AUDIO-VISUAL  
EQUIPMENT, AND RELATED SOLUTIONS**

***BID No. ESD 112-DE-12***

Final version as per Addendum #12  
(includes language and revisions noted in all published addenda)

***PLEASE NOTE:***

As a result of adding or revising the language from all published addenda, the pagination of this final version of the ITB has been adjusted.

**BIDS DUE: OCTOBER 9, 2012**

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### Bid Materials

*The following materials can be downloaded from the DigitalEdge **Invitation to Bid** web page:*

Bidder's Narrative of Qualifications.....	Online
Bidder's Information and Price Forms in MS Excel Format.....	Online

- DigitalEdge Bidders Information Forms
- DigitalEdge Bid Price Forms

*Please note: These forms are included in a single file for each manufacturer product category. As per Addendum 10, the final bid forms are located in the section entitled **Addendum #10** on the ITB web page.*

Non-Collusion Form .....	Online
Bidder's Offer and Acceptance Form.....	Online
All Addenda (Must be signed and submitted with bid materials) .....	Online

### Post-Award Materials

*The following materials can be downloaded from the DigitalEdge **Invitation to Bid** web page:*

Form for Marketing Print Materials.....	Online
Form for Marketing Promotions through Power Deals and E-Mail Blasts .....	Online
Bidder Request for Reduction of Administrative Fees.....	Online
Product/Pricing Update Form.....	Online
DigitalEdge Monthly Sales Report .....	Online



August 17, 2012

**Invitation to Bid**  
**Bid No. ESD112-DE-12**

**Notice to Manufacturers, Resellers and Distributors of  
Educational Technology, Audio-Visual Equipment, and Related Solutions**

Notice is hereby given that the DigitalEdge office at Educational Service District 112 (ESD 112), Vancouver, Washington, shall receive formal sealed bids on educational technology, audio-visual equipment and related solutions. Bids shall be submitted to the DigitalEdge Purchasing Specialist at Educational Service District 112, 2500 NE 65<sup>th</sup> Avenue, Vancouver, WA 98661 by 4:30 p.m. Pacific Time on October 9, 2012. Bids shall be opened and publicly read on October 10, 2012 at 10:00 a.m. Pacific Time in the Clark Room at ESD 112. All interested persons are entitled to attend the bid opening.

This Invitation to Bid and all related documents, including bid forms, can be found by going to the DigitalEdge home page at <http://digitaledge.esd112.org> and following the link to the current Invitation to Bid, as well as in published newspapers of general circulation pursuant to applicable laws. All bid documents will be downloadable on August 17.

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, addressed, and marked as follows:

**EDUCATIONAL SERVICE DISTRICT 112  
ATTENTION: DIGITALEGE PURCHASING SPECIALIST  
2500 NE 65TH AVENUE  
VANCOUVER, WA 98661-6812**

\*\*\*\*\*

**CONFIDENTIAL: DO NOT OPEN  
SEALED BID ENCLOSED  
DIGITALEGE BID No. ESD112-DE-12**

Bids shall bear on the outside the name and address of the Bidder as well as the designation of the contract. Bids forwarded by U.S. Mail shall be sent first class to the address listed above. Bids forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed above. All bids must clearly display the bid number on the envelope.

For further information, contact the DigitalEdge Purchasing Specialist at [digitaledge.specialist@esd112.org](mailto:digitaledge.specialist@esd112.org).

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

## Bid Timeline for Bid No. ESD112-DE-12

Date and Time	Event
Friday, August 17, 2012 .....	Invitation to Bid release date
Friday, September 7, 2012 .....	Virtual Bidders' Conference at 10:00 a.m. Pacific Time The link to this virtual meeting will be posted in the vendor area on the DigitalEdge ITB web site, and interested Bidders are advised to sign up for this virtual meeting before this date. <i>**See additional information below.</i>
Friday, September 18, 2012 (Addendum 04).....	Last day for Bidders to submit requests for general information about this Invitation to Bid to the DigitalEdge Purchasing Specialist
Tuesday, October 9, 2012.....	Bids are due to ESD 112 by 4:30 p.m. Pacific Time <i>It is recommended that Bidders ensure arrival by 4 :00 p.m. to prevent unexpected delays in getting them time-stamped.</i>
Wednesday, October 10, 2012 .....	Public Bid Opening at 10:00 a.m. Pacific Time  Educational Service District 112 (Clark Room) 2500 NE 65th Avenue, Vancouver, WA 98661
October 10 to October 31, 2012 (Estimated) .....	Bid Evaluation Period
November 2, 2012 (Estimated) .....	Letters of Intent to Award
November 2 to November 9, 2012 (Estimated) ...	Protest Period
November 9, 2012 (Estimated) .....	Final Letters of Award (absent any protests)
November 19 to December 21, 2012.....	Mandatory Meetings with Awarded Bidders
January 1, 2013 (Estimated).....	Effective Date of Contract #ESD112-DE-12

\*\* The Bidders' Conference is beneficial to interested bidders, and serves the following purposes:

- (1) To review the contents in the Invitation to Bid and answer questions from interested Bidders; and
- (2) To demonstrate the use of the bid forms.

*Please download and read the entire Invitation to Bid prior to attending the virtual meeting. Have all bid materials with you at the virtual meeting, as they will not be provided, and be prepared in advance with any questions regarding the contents of the Invitation to Bid.*

The schedule for this Invitation to Bid is subject to change. Any changes regarding the Bid Timeline will be issued in written addendum and accessed by following the link on the DigitalEdge home page at <http://digitaledge.esd112.org>.

## AUTHORIZATION AND BACKGROUND

### **Intent and Purpose.**

The DigitalEdge at Educational Service District 112 (ESD 112) makes purchasing contracts available to all Eligible Purchasers in the states named in this Invitation to Bid. The intent of the DigitalEdge Contract is to provide a means for Eligible Purchasers to purchase a large range of quality school-related technology products, focusing on classroom technology, audio-visual equipment, and related solutions at highly competitive prices.

ESD 112 is acting as the agent on behalf of the Eligible Purchasers and Purchasing Organizations. The purpose of inviting bids is to support the Eligible Purchasers in several ways as they seek best pricing for the requested equipment:

- To make it easy for Eligible Purchasers to identify quality solutions for their classrooms and organizations;
- To save Eligible Purchasers the time, expense and energy of publishing their own competitive bids;
- To provide increased equity in pricing between large and small districts, while still providing even more competitive prices for large purchases;
- To share the cost of administering the Contract.

### **Authorization.**

Educational Service Districts 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." 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 purchasing contracts, informational documents and professional development opportunities to all states listed in this Invitation to Bid. The intent of this bid is to produce a contract that provides high quality, popular educational technology solutions to K-20 schools and public agencies at highly competitive prices. ESD 112 is acting as the bidding agent on behalf of all of the eligible Purchasers and purchasing organizations. Since 2002, \$60 million in educational technology solutions and audio-visual equipment for K-20 classrooms has been sold to eligible Purchasers through the DigitalEdge purchasing program.

### **Eligible Bidders.**

For consideration, Bidders shall be manufacturers or their authorized resellers or agents, who are able to carry out the scope of work, post-award requirements and the terms and conditions of this Contract in each state(s) in which they are authorized to sell DigitalEdge products.

### **Eligible Purchasers.**

DigitalEdge is requesting bids on educational technology, audio-visual equipment and related solutions on behalf of K-20 educational agencies, including public school districts, nonpublic schools, community colleges, colleges and universities, educational service districts, state departments of education, public libraries, vocational and technical schools, and state-approved private and charter schools in the following states:

- Alaska
- California
- Colorado
- Hawaii
- Idaho
- Montana
- Nevada
- New Mexico
- Oregon
- Utah
- Washington
- Wyoming

Membership is not required for Purchasers to be able to participate in this contract. All interested 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.

While the primary goal of this bid is to achieve best pricing for educational organizations; the intent is to extend the Contract to other public organizations, where permissible by statute or regulation. It is the responsibility of the Awarded Bidders and Purchasers to determine whether they are in compliance with this agreement, state laws and regulations.

### **DigitalEdge Services That Support the Contract.**

While the primary goal of the DigitalEdge Purchasing Program at ESD 112 is to provide a competitively procured contract for Purchasers to use, other services are designed to support the Contract:

#### **Partnerships with Other Regional Service Agencies.**

The DigitalEdge office at ESD 112 partners with other regional service agencies to inform them about the DigitalEdge Contract and keep them apprised of new developments. Administrative fees are shared with regional service agencies to help offset the costs of communication, support and event coordination. Services agencies that partner with the DigitalEdge program will sponsor an annual DigitalEdge Showcase for districts in their region who wish to meet with Awarded Bidders and see demonstrations of awarded products. Awarded Bidders attend at no cost to their company, with the possible request to provide door prizes or marketing collateral, or to sponsor lunch.

#### **Instructional Support and Integration.**

DigitalEdge leaders develop classroom models of technology integration with the use of the solutions available through this Contract. By using Washington State's Tiered **Classroom Use of Technology** as its foundation, teachers, schools and districts can get assistance from the DigitalEdge staff to move their teachers from basic use of technology for personal productivity to the more transitional use of technology for student-centered learning.

#### **Professional Development.**

While the DigitalEdge Contract is a purchasing mechanism, the DigitalEdge staff are also expert in providing professional development to educators in the purchasing organizations to use the technology to support the following classroom models and initiatives:

- **The Sustainable Classroom.**  
Focuses on using interactive technology to support the research-based instructional strategies identified in the book **Classroom Instruction That Works** (Marzano, Pickering and Pollard, McREL, 2001).

- **Teaching and Learning in the 21<sup>st</sup> Century Classroom (TL21).**  
Focuses on effective lesson design, as outlined in the highly-popular book entitled *Understanding by Design* (Wiggins and McTighe, ASCD, 2005).
- **Teaching Through Technology (T3).**  
Focuses on the use and integration of technology as teachers learn to incorporate digital media (streaming video, online encyclopedias, ebooks and online databases) and online tools into their students' lessons, demonstrations and research projects.

#### **White Papers and Other Publications.**

The DigitalEdge Program Director writes and provides white papers on the technology solutions that are offered through this Contract. The primary goal is to connect the technology to the research that is available on proven classroom practices and applications. Another benefit is to provide vendors with information about the broader, foundational context in which many of these requested technology solutions will be used in education.

#### **Technology and Professional Development Grants.**

If funding allows and viable partnerships with Awarded Vendors are developed, the DigitalEdge office at ESD 112 will coordinate and offer Educational Technology Leadership grants to educators in each state. Grants would include basic equipment and professional development to one key leader in each state. The Professional Development model will be one of the models listed above.

#### **Technology for Student Achievement.**

Many of the technology solutions requested in this Invitation to Bid are directly tied to the larger efforts that schools are undertaking to increase student achievement. The DigitalEdge Program Director participates in the larger school improvement initiatives, such as moving toward the Common Core Standards, new teacher and principal evaluation methods, data coaching, STEM, and other large-scale educational reforms. Awarded Bidders benefit from participating in this contract because the DigitalEdge Program Director ties the awarded products to these larger school improvement efforts.

#### **Technology Planning Services.**

The DigitalEdge Director is an expert facilitator of technology planning. Districts are welcome to contract with the DigitalEdge Program Director to help them envision, plan for and transform new learning environments that incorporate digital technologies into the learning process.

#### **Marketing.**

The DigitalEdge utilizes a comprehensive marketing plan that promotes the Contract and provides information about the DigitalEdge products and pricing. Intended for Awarded Vendors that are in compliance with the contract and that have demonstrated active participation in the Contract, the following are provided:

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

The DigitalEdge office maintains a web site that includes a searchable database of products on the Contract and their current Contract price; downloadable bid documents including the Invitation to Bid, related bid documents, and affidavits; information about Interlocal Agreements; Vendor information; and other pertinent information that assists Purchasers and the Awarded Bidders. The DigitalEdge web site also links to all

Awarded Bidders' DigitalEdge-specific web sites, thereby increasing visibility of the Awarded Bidders and the manufacturer product categories they are selling on the DigitalEdge Contract.

**Power Deals.**

The DigitalEdge provides a web site entitled **Power Deals** where Awarded Bidders can advertise special promotions on awarded products.

**E-Mail Blasts.**

The DigitalEdge office maintains mailing lists of district technology directors and purchasing managers in the twelve states named in this contract. The DigitalEdge Purchasing Specialist sends out email blasts to these key decision-makers in the states in which that Awarded Bidder received a contract for the product on promotion.

**Social Media.**

The DigitalEdge office utilizes social networking tools such as Facebook, Twitter, and YouTube to market the Contract.

**Other DigitalEdge Marketing.**

The DigitalEdge utilizes the services of the ESD 112 Office of Public Information for assistance and direction with DigitalEdge marketing activities. Marketing activities include, but are not limited to, brochures and flyers, mailers, e-mail blasts, visitations, product webinars, and other pertinent activities that promote the Contract to eligible Purchasers.

**Communication with Awarded Bidder.**

The DigitalEdge office works with the Awarded Bidders to keep them apprised of state and federal grants, regional efforts with school improvement and student achievement, and research on empirically-proven instructional strategies.

The DigitalEdge office also informs Awarded Bidders when there is a conference or other special event that they may wish to consider attending when it is in their best interest to market their awarded products to the audience in attendance.

**Visibility for the Awarded Bidder.**

Awarded Bidders are provided numerous opportunities to increase their visibility with potential Purchasers by sponsoring events, providing vendor exhibits, hosting "lunch and learns," and participation in other such activities and events.



## IMPORTANT INFORMATION FOR BIDDERS

### Request for Clarification About This Invitation to Bid.

Upon release of this Invitation to Bid (ITB), all Bidder communications regarding this Invitation to Bid shall be in writing and directed to the DigitalEdge Purchasing Specialist in an e-mail message addressed to **digitaledge.specialist@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. Responses to verbal requests for information or clarification shall be considered unofficial until confirmed in written Addenda. Interested Bidders shall rely only on the responses to inquiries, clarification statements, and written Addenda that shall be published on the DigitalEdge web site.

1. Bidders shall promptly notify the DigitalEdge Purchasing Specialist of any ambiguity, inconsistency, or error which they may discover upon examination of the ITB documents. All Bidders shall thoroughly familiarize themselves with the requirements and instructions, and shall send an e-mail to **digitaledge.specialist@esd112.org** regarding any concern (via e-mail) no later than ten 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 and satisfactory.
2. Bidders may inquire about general information pertaining to this Invitation to Bid by sending an e-mail message to **digitaledge.specialist@esd112.org** no later than Tuesday, September 18, 2012. All inquiries and responses will be posted under the vendor menu of the DigitalEdge web site at **digitaledge.esd112.org** no later than Friday, September 21, 2012. (Addendum 04)
3. Any substantive interpretation, correction or change to the ITB documents shall be made by written Addendum. Addenda shall be made available by following the link to the Invitation to Bid web site at **http://digitaledge.esd112.org**. Interpretations or corrections of, or changes to the ITB documents made in any other manner shall not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
4. Addenda shall be posted **no later than September 21, 2012. (Addendum 04)**
5. It is the Bidder's responsibility to check the DigitalEdge web site for Addenda. Addendums will not be sent out by e-mail; they will only appear on the DigitalEdge web site at **digitaledge.esd112.org**.
6. Bidders shall complete the form on Page 1 of **all** addenda, and shall include each form with the bid materials.(Addendum 04)

### Instruction to Bidders.

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.

1. **Contact Information.**  
Technical or programmatic questions about the DigitalEdge program at ESD 112 or this Invitation to Bid shall be directed to the DigitalEdge Purchasing Specialist via e-mail at **digitaledge.specialist@esd112.org**.

2. **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.

3. **Clarity of Responses.**

Bidders shall respond to all bid submission requirements with direct, concise, complete and correct data and information, avoiding ambiguity in this Invitation to Bid.

4. **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 DigitalEdge. 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.***

5. **Bid Forms.**

Bidders shall use the 2012 DigitalEdge Bid Forms that are currently available for download by following the link on the DigitalEdge home page at <http://digitaledge.esd112.org>. Bidders shall submit no more than one set of bid forms for each manufacturer's product line on which they are bidding. Bidders that do not use the 2012 DigitalEdge bid forms for their bid shall be evaluated as non-responsive and their bid(s) shall be rejected.

## SCOPE OF WORK

This Invitation to Bid requests the most competitive prices from manufacturers or their authorized resellers or agents on educational technology, audio-visual equipment, and other related solutions.

Bidders shall bid on products (or models) that meet the product specifications and all related components that are requested.

*A manufacturer's product line* shall refer to a broad genre of products from a local, national or international manufacturer.

*A product category* shall refer to the name assigned to a group of products within a manufacturer's product line that meet a unique set of specifications.

*A bid* shall refer to an offer on a product that meets the specifications, and all of its related components that are requested on the bid form. (Please note: Even though a product and its related components are included in a single bid, they are not to be considered a "bundle." Purchasers may purchase a product or any related component separately from the Bidder that receives the award for that bid.)

**AN EXAMPLE OF THREE DIFFERENT PRODUCT CATEGORIES  
WITHIN A SINGLE MANUFACTURER'S PRODUCT LINE:**

*Manufacturer* ..... Simpleton, Inc.  
*Product Line* ..... Document Cameras  
*Product Category* ..... Entry-Level Document Cameras  
 Specifications for this product category might include:  
 USB only.

*Manufacturer* ..... Simpleton, Inc.  
*Product Line* ..... Document Cameras  
*Product Category* ..... Standard Document Cameras  
 Specifications for this product category might include:  
 VGA. Software for annotation, Video and audio  
 recording. Optical zoom.

*Manufacturer* ..... Simpleton, Inc.  
*Product Line* ..... Document Cameras  
*Product Category* ..... Advanced Document Cameras  
 Specifications for this product category might include:  
 HDMI. 30 fps. Software. Annotation, audio and video  
 recording through software or one-button touch. Optical  
 zoom. Digital zoom optional.

Product lines and product categories requested in this Invitation to Bid include the following. Specifications for each product category can be found on **the final bid forms that are noted in Addendum #10 on the DigitalEdge Invitation to Bid web page, and found in that section of the web page. Bidders shall use the final bid forms located in the section of the web page for Addendum #10. (referenced in Addendum 10)**

### **Product Line: Classroom Amplification Systems**

***Product categories include:***

- Analog classroom amplification system, with no speakers
- Analog classroom amplification system, with two wall speakers
- Analog classroom amplification system, with two ceiling speakers
- Analog classroom amplification system, with four wall speakers
- Analog classroom amplification system, with four ceiling speakers
- Digital classroom amplification system, with no speakers
- Digital classroom amplification system, with two wall speakers
- Digital classroom amplification system, with two ceiling speakers
- Digital classroom amplification system, with four wall speakers
- Digital classroom amplification system, with four ceiling speakers
- Portable amplification system
- Bidder's choice of products that extend/enhance the use of amplification systems bid (Addendum #10)

### **Product Line: Document Cameras**

***Product categories include:***

- Entry-level document cameras
- Standard document cameras
- Advanced document cameras
- Wireless document cameras
- Bidder's choice of products that extend/enhance the use of document cameras bid (Addendum #10)

### **Product Line: Flat Panel Displays (Addendum #06)**

***Product categories include:***

- Basic LCD displays
- Mid-sized LCD displays
- Large LCD displays
- Extra-large LCD displays
- Basic plasma displays (Addendum #06)
- Mid-sized plasma displays (Addendum #06)
- Large plasma displays (Addendum #06)
- Extra-large plasma displays (Addendum #06)
- Bidder's choice of products that extend/enhance the use of flat panel displays bid (Addendum #10)

### **Product Line: Integrated Interactive Classroom Solutions**

***Product categories include:***

- Standard interactive whiteboards
- Large interactive whiteboards
- Extra-large interactive whiteboards
- Infrared student response systems – pack of 24
- Infrared student response systems – pack of 32

- Radio-frequency student response systems – pack of 24
- Radio-frequency student response systems – pack of 32
- Virtual polling solutions
- Integrated document cameras
- Integrated wireless slates
- Interactive whiteboard software
- Curriculum software for interactive whiteboards (Addendum #01)
- Interactive tables
- Portable interactive whiteboards
- Bidder's choice of products that extend/enhance the use of any item bid in this manufacturer's product line (Addendum #10)

#### **Product Line: LCD Projectors**

***Product categories include:***

- Entry-level LCD projectors
- Standard LCD projectors
- Advanced LCD projectors
- Short-throw LCD projectors
- Ultra short-throw LCD projectors
- Interactive LCD projectors
- Portable LCD projectors
- Third party accessories for portable LCD projectors and mobile presentations (Addendum #08)
- Third party universal mounts for projectors bid (Addendum #08)
- Bidder's choice of products that extend/enhance the use of LCD projectors (Addendum #08)

#### **Product Line: Motorized Camera Solution**

***Product categories include:***

- Motorized camera solution – single pack
- Motorized camera solution – five pack
- Motorized camera solution – ten pack
- Bidder's choice of products that extend/enhance the use of camera solutions bid (Addendum #10)

#### **Product Line: Storage Furniture and Solutions**

***Product categories include:***

- Storage cases for wireless mini-touch devices
- Storage carts for wireless mini-touch devices
- Storage carts for wireless mobile devices
- Basic storage carts for laptops or netbooks
- Standard storage carts for laptops or netbooks
- Deluxe storage carts for laptops or netbooks
- Bidder's choice of products that extend/enhance the use of the storage furniture or solutions bid (Addendum #10)

### Product Line: Wireless Tablet Solutions

***Product categories include:***

- Wireless tablets for students
- Standard protective covers
- Deluxe protective covers
- Rotating cases for iPads (Addendum #01)
- Rotating stands for iPads (Addendum #01)
- Screen protectors
- Wireless keyboards
- Styluses
- Carrying cases
- SDHC cards
- Headphones
- Desktop software for iPads
- Digital curriculum managers
- Tablet device managers
- Mobile device management solution (Addendum #03)
- Assessment managers
- Bidder's choice of products wireless tablet solutions and products that enhance them or extend their use (Addendum #10)

**1.0 Contract Period.**

The initial term for Awarded Contracts shall be from January 1, 2013 to December 31, 2013, with the option to extend the Contracts for additional six-month or one-year terms, for up to four additional years, which could extend the Awarded Contracts to December 31, 2017.

**1.1 Contract Extension.**

Sixty calendars days prior to the end of the initial Contract term and any extension date, the DigitalEdge Purchasing Specialist may send an "Agreement to Extend the Existing Contract" for each Contract that a Bidder was awarded.

**1.2 Right to Re-Bid.**

DigitalEdge 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.

**2.0 Bid Contents.**

DigitalEdge is seeking specific information and data from Bidders in response to this Invitation to Bid. More detailed instructions can be found in the sections entitled ***Instructions for Bidding*** and ***Instructions for Submitting Bid Materials***.

**2.1 Part 1 of the Bid – Bidder Information Documents.**

Each Bidder shall provide one and only one set of documents that:

- demonstrate the capacity to carry out the Post-Award Requirements and terms and conditions of Contract #ESD112-DE-12;
- provide general information to the DigitalEdge office about the Bidder's participation in Contract #ESD112-DE-12, if awarded a Contract;
- demonstrate that they will promote the DigitalEdge Contract as a vehicle for purchasing their educational technology needs;
- demonstrate agreement to the terms and conditions of Contract #ESD112-DE-12.

**2.2 Part 2 of the Bid – Offers to Discount Products.**

Bidders shall offer discounts and bid prices according to the following guidelines.

**2.2.1 Bidders shall use the 2012 Bid Forms to enter a discount level from the product's price on the manufacturer's price sheet that is in effect on September 1, 2012, and the resulting bid price. The type of price that is the basis of the discount (MSRP, education pricing, etc.) will remain the basis of the discounts after awards are made. (Addendum #11)**

2.2.1.a Bidders that are resellers may submit bids on product lines from more than one manufacturer. A different set of forms is required for product lines from different manufacturers.

2.2.1.b Bidders shall bid on a *single product or model* that meets the product specifications, and all related components requested on the bid form, unless otherwise requested in the specifications.

- 2.2.1.c Bidders may bid on any number of products or models in a product category, and all related components requested on the bid form, up to the maximum number allowed on a form.
- 2.2.1.d Bidders shall select the products (models) that they wish to bid in a product category.
- 2.2.1.e Bidders shall use the same bid form if they wish to bid on more than one product from a manufacturer that meets the specifications.
- 2.2.1.f Bidders are not required to offer bids for every product line or product category.
- 2.2.1.g Related components that are requested in the bid specifications may be third-party products, **if and only if** they are not available from the same manufacturer identified on Form A of the bid.
- 2.2.1.h Bidders shall be limited to bidding only the number of products allowed on a bid form. Bidders shall not add extra rows or cells in order to bid additional products, unless otherwise stated in the specifications.
- 2.2.1.i If a manufacturer's product meets the specifications in more than one product category, the Bidder may offer a bid on that product in only one category.
- 2.2.1.j Bids on products and their related components shall be compared with other bids on the same products and related components from the same manufacturer, and the Award will be made to the lowest responsive, responsible Bidder.
- 2.2.1.k Bids that require exceptions shall be rejected.
- 2.2.2** All bid prices that result from the discounts in the bid shall include the following:
- 2.2.2.a The bid price of a single unit of the products offered in the bid, unless multi-packs or licensing options are requested.
- 2.2.2.b The cost of **all** shipping and handling expenses to a Purchaser's "Ship To:" address. Shipping shall be FOB: Destination. Exceptions include:
- Orders from Alaska or Hawaii.
  - Any order of less than five interactive whiteboards that are 77" diagonal or larger.
  - Any order of five or more interactive whiteboards that are 77" diagonal or larger with more than one shipping address.
  - Any order of less than five flat panel televisions.



- Any order of five or more flat panel televisions with more than one shipping address.

2.2.2.c A Contract administration fee of 2.5% for all sales realized or generated under or as a consequence of the DigitalEdge Contract.

2.2.2.d All overhead costs and other related costs.

- 2.2.3** All bid prices that result from the discounts in the bid shall not include any applicable sales tax. Sales tax, if applicable, shall be added after awards are made, and shall appear as a separate line item on the invoice to the Purchaser.
- 2.2.4** All discounts quoted and their resulting bid prices shall be the same in every state that is included in the bid. Bidders shall identify the states in which they are authorized to sell the manufacturer's products at Contract prices.
- 2.2.5** Bids shall reflect a more competitive price than regular published educational pricing. Bids that offer contract pricing that is equal to or greater than pricing through regular educational channels shall be rejected.
- 2.2.6** The Awarded Bidder agrees that the resulting Contract prices shall not exceed the prices that the Proposer 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.

## INSTRUCTIONS FOR BIDDING

This Invitation to Bid and all related forms and documents shall be available for download by following the link on the DigitalEdge home page at <http://digitaledge.esd112.org>.

Bid forms are available by product lines in Microsoft Excel format on the web site named above. All of the bid forms in a single Microsoft Excel file for a single manufacturer product line shall be referred to as a **set of bid forms**. Individual forms in a set can be located and accessed by clicking on the worksheet tab in the bottom of the Microsoft Excel window.

Bidders shall follow these instructions *for each manufacturer product line for which they are submitting bids*.

### **1.0 Submitting Bidder Information (Bid Forms A and B).**

Bidders shall submit information about their company and general information about their bid.

#### **1.1 Form A.**

All Bidders shall complete Form A, which identifies the manufacturer product line, the reseller, and the states in which this bid will be applied, if awarded.

#### **1.2 Form B.**

Bidders that are commissioning agents to carry out the Post-Award requirements shall complete Form B.

### **2.0 Bidding on Products and Related Components in Product Categories.**

The names of product categories are found on the sheet tabs at the bottom of the Microsoft Excel workbook. The specifications for that product category are located on the spreadsheet form.

#### **2.1 Choice.**

Bidders shall exercise their own discretion on the products to bid.

**2.1.1** Bidders shall bid on products of their choice, and their related components, that meet a product category's specifications.

2.1.1.a Scores for each bid are calculated automatically, based on a formula in the score cell.

2.1.1.b The formula for all bids in a single product category shall remain constant within that category, and shall be applied to the bid prices offered.

2.1.1.c The score for each bid shall be the score used in the evaluation of that bid. The lower the score, the more competitive the bid is considered.

#### **2.2 Additional Information.**

Additional information about the bid details is included in the **Scope of Work** of this Invitation to Bid.

## INSTRUCTIONS FOR SUBMITTING BID MATERIALS

To ensure that every bid receives a fair evaluation, Bidders shall organize their bid materials according to the instructions below.

### 1.0 PART 1: Three-Ring Binder with Required Documentation

Each Bidder shall submit ***one and only one*** three-ring binder (one-inch thick), regardless of the number of manufacturer product lines bid. The binder shall include a sleeve or pocket for a CD, and tabbed dividers that are organized, labeled and sequenced in the following manner:

\_\_\_\_\_ **Tab #1: Bidder's Narrative of Qualifications**  
**(Instructions can be found in the vendor area on the DigitalEdge web site)**

Bidders shall include all required documents for each category listed within the Bidders Narrative of Qualifications. In addition to providing hard copies of these materials in the binder, the Bidder shall include pertinent files in PDF format on the required CD.

In addition, Bidders shall complete the form on Page 1 of all addenda, and shall place only the signed form (Page 1) for each addendum, in sequential order, ***in front of Tab #1***. In addition to providing hard copies of these signature pages for the addenda, the Bidder shall include these files in PDF format on the required CD. (Addendum 04)

\_\_\_\_\_ **Tab #2: Offer and Acceptance Form**  
**(This form is available for download on the DigitalEdge web site)**

Bidders shall submit two original signed copies of the Offer and Acceptance Form, and agree to abide by the scope of work, post-award requirements and terms and conditions of this Invitation to Bid. In addition to providing two hard copies of this signed document in the three-ring binder, the Bidder shall include this file (with the scanned information and signature) in PDF format on the required CD.

\_\_\_\_\_ **Tab #3: Non-Collusion Form**  
**(This form is available for download on the DigitalEdge web site)**

Bidders shall include a completed form that is notarized and signed by an authorized representative. In addition to providing a hard copy of this document in the three-ring binder, the Bidder shall include this file (with the scanned signatures) in PDF format on the required CD.

\_\_\_\_\_ **Tab #4: Bidder's Company Return Policy**  
**(This document is generated and provided by the Bidder)**

Bidders or their authorized resellers (agents) shall submit a copy of their current *Return of Goods Policy* which explains the terms and conditions, and how they manage the return of goods from Purchasers. In addition to providing a hard copy of this document in the three-ring binder, the Bidder shall include this file in MS Word 2007 or newer on the required CD.

\_\_\_\_\_ **Tab #5 (Addendum 04): Bidder's Contact Information for Each State or Region (This document is generated by the Bidder)**

Bidders or their authorized resellers (agents) shall submit a document that lists the names, phone numbers and email addresses of sales representatives or account executives in each region or state included in their bid. In addition to providing a hard copy of this document in the three-ring binder, the Bidder shall include this file in MS Word 2007 or newer on the required CD.

**2.0 PART 2: Sealed Envelopes with Bid Forms**

Each Bidder shall submit **one sealed envelope for each manufacturer product line that is bid**. The sealed envelope shall identify the name of the manufacturer and the name of the product line on the top front edge of the sealed envelope. Each sealed envelope shall contain the following:

\_\_\_\_\_ **Bid Forms (Available by product line, in MS Excel, on the DigitalEdge web site.)**

Bidders shall submit the following bid forms in hard copy:

- Bidder Information Forms (Form A, and Form B when applicable)
- Bid Forms (for each product category that is bid)

In addition to providing a hard copy of these forms in the sealed envelope, the Bidder shall include these forms in an unprotected MS Excel 2007 or newer file, on the required CD.

\_\_\_\_\_ **Manufacturer Price Sheets (These documents are provided by the Bidder.)**

Bidders shall submit the nationally published manufacturer's product line price sheet that is in effect on September 1, 2012.

In addition to providing a hard copy of the manufacturer price sheets in the sealed envelope, the Bidder shall include them in PDF format on the required CD.

\_\_\_\_\_ **Product Specification Sheets (These documents are provided by the Bidder.)**

Bidders shall supply specification materials that provide evidence that the products and related components included in their bid meet the specifications.

In addition to providing a hard copy of these materials in the sealed envelope, the Bidder shall include them in PDF format on the required CD.

\_\_\_\_\_ **Manufacturer Letter of Support for this Bidder (This letter is provided by the Bidder, and is only required when the Bidder is a reseller.)**

Bidders that are resellers of a manufacturer's product line shall submit a letter of support from the manufacturer, providing evidence that the manufacturer has reviewed the Bidder's bid, and that the Bidder:

- is authorized to sell the products in the states identified in the bid;
- has not bid under the Bidder's cost to the manufacturer;
- has the full support of the manufacturer in submitting this bid;
- has the full support from the manufacturer to participate in the bid.

In addition to providing a hard copy of the letter in the sealed envelope, the Bidder shall include this file in PDF format on the required CD.

**3.0 PART 3: CD Containing All Required Bid Forms and Documents**

Each Bidder shall submit ***one CD in the three-ring binder*** that includes all electronic documents named in Parts 1 and 2 above, in the file format noted for each document.

**4.0 Packing the Bid Materials**

Bidders may place the three-ring binder and all sealed envelopes with bids into a single box or carton for mailing purposes. Bids that are not submitted according to instructions and that don't contain all required documents and files will be considered non-responsive and shall be rejected.

**5.0 Sending the Bid Materials**

Bids shall be sealed, addressed, and marked according to the instructions on page 3 of this of this Invitation to Bid.

**6.0 Recommended Communication.**

It is advised that Bidders send an e-mail message to the DigitalEdge Purchasing Specialist at [digitaledge.specialist@esd112.org](mailto:digitaledge.specialist@esd112.org) *immediately after* their bids have been shipped or delivered.

## BID EVALUATION

Bids shall be evaluated by key DigitalEdge staff. Contracts shall be awarded to the lowest responsive, responsible (qualified) Bidders as defined in Section 2.0 below. 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.

Responsive and responsible bidders shall be determined according to the following criteria:

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 bid. 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 43.19.1911(9) as reflected in the Bidder's Narrative of Qualifications.

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

### **Bid Evaluation.**

#### **1.0 Initial Screening.**

The DigitalEdge Program Director, Purchasing Specialist and Assistant shall conduct an initial screening to identify the Qualified Bidders, and will review all materials submitted by the Bidder to evaluate evidence of their responsiveness and responsibility.

##### **1.1 Bid Materials.**

The bid materials shall be checked for completion and compliance with all bid requirements.

##### **1.2 Narrative of Qualifications.**

The **Bidder's Narrative of Qualifications** shall be reviewed to identify evidence that a Bidder is qualified and responsible. If there is credible evidence that the Bidder does not satisfy one or more of the criteria in RCW 43.19.1911(9), the Bidder shall be informed that they are non-responsible and their bid shall be rejected.

**2.0 Definition of the Lowest Qualified Bidder.**

A product that meets the specifications for a product category, and all of its related components, shall constitute a single bid. Each bid is evaluated separately. The Lowest Qualified Bidder shall be the Bidder that achieves the **lowest score** in each state for their bid on a manufacturer's product that meets the specifications for a product category, and all of its related components. Scores for each bid are automatically calculated and appear on the bid forms.

The image below displays a bid on Simpleton's projector model X601 that meets the specifications for the product category called "Ultra Short-Throw LCD Projectors" and all of its related components.

Bidding Company		Bidder C's Company		Manufacturer Simpleton, Inc.		
<b>ULTRA SHORT-THROW LCD PROJECTORS</b>						
Specifications:		Multimedia Projector. LCD. Native XGA or WXGA. Any brightness. Auto or manual vertical keystone correction. Must be able to fill an 80" (diagonal) board from within 12 inches. Minimum 4,000 hours of lamp life. For each model bid, Bidder shall make offers on additional components listed.				
Instructions to Bidder: Provide the following information about all products that you are bidding and that meet the product specifications. You are not required to bid on all products that meet specifications.						
Product	Model Number	Product Name	Is this a third party product?	Manufacturer's Price	Percent Discount from Manufacturer's Price	Bid Price
LCD projector	X601	Simpleton Ultra Short-Throw Projector Model X601, XGA		828.00	22%	645.84
Lamp for this model	X601LAMP	Lamp for Simpleton Projector Model X601	No	399.00	18%	327.18
Wall mount solution	600WM	Wall arm for Simpleton Projectors - 600 series	Yes	879.00	15%	747.15
Add'l year warranty	SIMPWARR	One year additional warranty on all Simpleton LCD projectors	No	159.00	100%	0.00
<b>Total score for bid on this solution</b>						<b>2,366.01</b>

**2.1 No competing bids.**

A responsive, responsible Bidder submitting a bid for a manufacturer's product line, product category, or product, **absent of any other competitive bids** for the same manufacturer's product line, product category, or product, shall be awarded without further evaluation, provided that all requirements of this Invitation to Bid are met.

**Example:**

*If the bid submitted by Bidder C on Simpleton's Ultra Short-Throw LCD Projectors has no competing bids, then Bidder C will receive the award for all models that meet the specifications for this product category, and all of their related components offered in the bid.*

**2.2 Competing Bids.**

When two or more Bidders submit a bid on the same product from the same manufacturer (and its related components) in a product category, a thorough evaluation of the discounts, bid prices and bid scores that are automatically calculated on the bid sheet shall take place.

**2.2.2** The Bidder whose bid results in the lowest score for a product by the same manufacturer, and all of its related components, shall be awarded the bid.

Bidding Company		Bidder C's Company		Manufacturer Simpleton, Inc.		
<b>ULTRA SHORT-THROW LCD PROJECTORS</b>						
Specifications:		Multimedia Projector. LCD. Native XGA or WXGA. Any brightness. Auto or manual vertical keystone correction. Must be able to fill an 80" (diagonal) board from within 12 inches. Minimum 4,000 hours of lamp life. For each model bid, Bidder shall make offers on additional components listed.				
Instructions to Bidder: Provide the following information about all products that you are bidding and that meet the product specifications. You are not required to bid on all products that meet specifications.						
Product	Model Number	Product Name	Is this a third party product?	Manufacturer's Price	Percent Discount from Manufacturer's Price	Bid Price
LCD projector	X601	Simpleton Ultra Short-Throw Projector Model X601, XGA		828.00	22%	645.84
Lamp for this model	X601LAMP	Lamp for Simpleton Projector Model X601	No	399.00	18%	327.18
Wall mount solution	600WM	Wall arm for Simpleton Projectors - 600 series	Yes	879.00	15%	747.15
Add'l year warranty	SIMPWARR	One year additional warranty on all Simpleton LCD projectors	No	159.00	100%	0.00
<b>Total score for bid on this solution</b>						<b>2,366.01</b>

2.2.2.a The Awarded Bidder will be the Lowest Bidder for as many states as it is offering to sell the product in, as indicated on Form A.

2.2.2.b The second lowest Bidder will be given the option to be awarded to any remaining states that their offer includes.

2.2.2.c 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.

**2.2.3** A Bidder that includes some or all related components for a manufacturer's product shall be awarded the bid over a Bidder that does not, even if the Awarded Bidder has a higher score.

**2.2.4** In the case of a tie of scores between two or more competing bids, all Bidders that are tied shall be awarded Contracts in the states for which the tie exists.

**2.2.5** A recording sheet shall be used to record the scores for each identical bid that meets the specifications.

### **3.0 Preliminary Award.**

A Contract shall be formed only if the bid 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.

#### **3.1 Letters of Intent.**

The DigitalEdge Purchasing Specialist shall issue a letter notifying all Bidders of the intent to accept the bid and award the Contract to the lowest responsible and responsive Bidder in each state included in the bid.

**3.1.1** The bid shall not be formally accepted and a Contract shall not be officially awarded until receipt of the signed Offer and Acceptance Form.

**3.1.2** The Letter of Intent shall include the bid scores for each Bidder submitting competing bids in a product category, and the states in which the award of a bid shall be made.

#### **3.2 Non-Responsive Bids.**

Bidders that submitted non-responsive bids will receive letters that explain why their bid was non-responsive, and therefore rejected.

### **4.0 Protests.**

Bidders that are not awarded a Contract that wish to protest shall follow these guidelines.

#### **4.1 Basis of Protest.**

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

4.1.1 Errors in computing the score; and/or

4.1.2 Failure to follow procedures described in the Invitation to Bid; and/or



4.1.3 A matter of bias, discrimination or conflict of interest on the part of an evaluator; and/or

4.1.4 Failure to comply with applicable law.

**4.2 Format and Content of Protest Letter.**

Bidders that wish to protest shall submit a letter of protest on company letterhead that is signed by an authorized agent of the Bidder, and that includes the following:

4.2.1 Information about the protesting Bidder such as name of firm, mailing address, phone number; and name and e-mail address of the individual responsible for submission of the protest;

4.2.2 The facts, law and arguments that are relied on as the basis for the protest;

4.2.3 Any relevant exhibits or evidence supporting the protest;

4.2.4 Description of the relief or corrective action requested.

**4.3 Protest Procedure.**

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

4.3.1 Protests shall be submitted in writing or e-mail and addressed to the DigitalEdge Purchasing Specialist at ESD 112, within five business days after receiving a copy of the Letter of Intent to Award.

4.3.2 Upon receiving a letter of protest, the DigitalEdge Purchasing Specialist at ESD 112 shall convene a group of three Cabinet members to serve on a Review Team.

4.3.3 The Review Team shall hear the protest within five 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.

4.3.4 The Review Team shall hear presentations by the Protester and the DigitalEdge bid evaluators, and shall seek answers to their questions.

4.3.5 The Review Team may take up to three business days to render a decision and to send a letter to the Protestor and the DigitalEdge Purchasing Specialist.

- If the Review Team's decision is in favor of the DigitalEdge, awards shall be made two business days later.
- If the Review Team's decision is in favor of the Protestor, the final award of Contracts is delayed until the protest is resolved.

**4.4 Judicial Review.**

Bidders shall exhaust their administrative remedies, which include filing a protest with ESD 112. Failure to file a protest shall preclude judicial review or subsequent legal action.

**5.0 Award of Contracts.**

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

## POST-AWARD REQUIREMENTS

In order to be eligible for an award, Bidders shall demonstrate in their Narrative of Qualifications that they can meet the following requirements and provide the following services for this Contract. Manufacturers that wish to bid but cannot provide all of these services are required to commission authorized resellers or distributors (each referred to as “agents”) to carry out the Contract requirements.

The Awarded Bidder or their authorized agent(s) shall be required to meet with the DigitalEdge team within twenty business days from the Contract award date to discuss all Scope of Work and Post-Award requirements that include the following:

### 1.0 Provision of Required Post-Award Materials.

#### 1.1 Evidence of Mandatory Insurance.

The Awarded Bidder shall submit a Certificate of Insurance and Copies of Insurance Policies for the following to the DigitalEdge Purchasing Specialist within twenty business days of award:

1.1.1 As a part of the Contract requirements, the Awarded Bidder or authorized agent(s) must obtain at their own cost and expense and keep in force and effect during the term of this Contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the ESD 112 DigitalEdge Purchasing Specialist. All Awarded Bidders or their agent(s) must carry Comprehensive General Liability, Workman’s Compensation, Product Liability and Automotive Liability Insurance coverage limits as listed below:

1.1.1.a Comprehensive General Liability - \$1,000,000.00.

1.1.1.b Product Liability - \$1,000,000.00.

1.1.1.c Worker’s Compensation Insurance - \$500,000.00

1.1.2 Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$1,000,000.00 each accident as to bodily injury / personal injury and property damage.

1.1.3 The Awarded Bidder and/or their authorized agent(s) shall provide the DigitalEdge Purchasing Specialist written notice of cancellation or material changes of any policies within forty-five days of the impending revision to the policy.

Attn: DigitalEdge Purchasing Specialist  
Contract No. ESD112-DE-12  
Educational Service District 112  
2500 NE 65th Avenue  
Vancouver, WA 98661-6812

1.1.4 The Educational Service District 112 shall be named as an additional insured.

**1.2 Ordering Instructions.**

Awarded Bidders shall provide the DigitalEdge Purchasing Specialist with a complete set of "Ordering Instructions" for Purchasers to follow.

- 1.2.1 This document shall be submitted to the DigitalEdge Purchasing Specialist in Microsoft Word format via e-mail within five business days of award.
- 1.2.2 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 for each state or region.
- 1.2.3 In addition to the Awarded Bidder's specific or unique ordering instructions, the following language shall also be included In their set of instructions:

*All purchase orders must reference the  
DigitalEdge Contract number (ESD112-DE-12)*

**2.0 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 available on-site or face-to-face when requested by the Purchaser.

**2.1 Requirements for Local, Personal Assistance.**

Local, personal assistance includes, but is not limited to, the following responsibilities:

- 2.1.1 Contact Purchasers on a regular basis;
- 2.1.2 Meet with Purchasers when requested;
- 2.1.3 Provide current manufacturer catalogs, price sheets and/or DigitalEdge Product and Price Lists with the Contract prices;
- 2.1.4 Provide in-person or on-site demonstrations;
- 2.1.5 Assist Purchasers with product evaluation and selection;
- 2.1.6 Provide Purchasers with demo units for evaluation;
- 2.1.7 Provide up to four hours of training when requested;
- 2.1.8 And generally provide a high level of customer service.

**2.2 Response Time.**

Each Awarded Bidder is expected to respond to Purchaser inquiries within three business days; however, a 24-hour callback is desirable.

**3.0 Purchasing Process and Documentation.**

Awarded Bidders and their agents shall assist Purchasers with making purchases through the DigitalEdge Contract, and are held responsible for knowing, understanding and communicating the information in this section (Section 3.0) to all eligible Purchasers.

**3.1 Referring Purchasers to Governing Laws.**

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.

**3.2 Procedures.**

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

- 3.2.1** Purchasers shall work with the contact person published in the DigitalEdge marketing materials to get any necessary information or assistance regarding the placement of an order for the DigitalEdge products they wish to purchase.
- 3.2.2** Awarded Bidders shall provide all Purchasers with a price quote for the desired items, at or below the DigitalEdge Contract price.
- 3.2.3** Awarded Bidders shall provide Purchasers with accurate instructions regarding how to initiate the transaction.
- 3.2.4** Awarded Bidders shall instruct the Purchasers to include the DigitalEdge Contract number (#ESD112-DE-12) on their purchase order.
- 3.2.5** Awarded Bidders 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.
- 3.2.6** Awarded Bidders shall correct any order discrepancies.
- 3.2.7** Awarded Bidders shall invoice the Purchaser directly at their "Bill to" address on the purchase order. All invoices shall be itemized and shall include the purchase order number on them. The Purchaser shall only pay for items that are delivered and acceptable. The Purchaser shall make the payment directly to the Awarded Bidder.

**4.0 Shipping / Delivery and Freight Terms.**

**4.1 Delivery Hours.**

Delivery hours are typically between 8:00 a.m. and 4:00 p.m., Mondays through Fridays, excluding all major holidays, unless special arrangements have been made. All products shall be delivered directly to the Purchaser's destination within four weeks of receiving the purchase order.

**4.2 Delays in Shipping.**

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 canceling the purchase order or accepting the new delivery date.

**4.3 F.O.B. Destination.**

Awarded Bidders shall deliver products **FOB: Destination** (seller retains title and control of goods until they are delivered and the contract of carriage has been completed and the bill of lading has been signed by the Purchaser) to specific locations in the states named within this bid, with the exceptions listed in Scope of Work, Section 2.2.2.b.

**4.4 Express Shipping.**

Awarded Bidders may charge Purchasers for express shipping when requested by the Purchaser. Awarded Bidders shall list and describe their shipping options in their ordering instructions.

**4.5 Shipping Errors.**

Awarded Bidders agree that shipping errors will be at the expense of the Bidder. For example, if a Bidder ships a product to a Purchaser that was not ordered, it is the responsibility of the Bidder to pay for return mail or shipment, at the convenience of the Purchaser.

**4.6 Special Delivery.**

Awarded Bidders that receive purchase orders that require special delivery terms that cannot be met may refuse the order and return the purchase order to the Purchaser within three business days. The Awarded Bidder shall explain, in writing, why it cannot fill the order and meet the delivery requirements.

**4.7 Required Packing List.**

A packing list must be furnished with each shipment that includes the Purchaser's name, purchase order number, contact number, quantity and other pertinent information. The Awarded Bidder must be able to provide evidence that the products were delivered, upon request.

**5.0 Special Pricing and Bundles on Awarded Products.**

**5.1 Lower Prices.**

Awarded Bidder(s) may offer a more competitive price on an awarded product and their related components by offering a lower single-unit Contract price to any eligible Purchaser(s) in the states in which the Bidder is awarded a contract.

**5.2 Volume Purchases.**

For purchases that will exceed \$50,000, an Awarded Bidder may submit a request form to the DigitalEdge Purchasing Specialist seeking a reduction in the administrative fee.

**5.2.1** The request form shall be available in the vendor area of the DigitalEdge web site, and shall identify the amount of the reduction that is sought and the reasons the Awarded Bidder believes the reduction is warranted.

**5.2.2** To be eligible to request such a reduction:

5.2.2.a The purchase shall be made on a single transaction, or several transactions from various schools in a single district shall submit their purchase orders to the Awarded Bidder within a time frame of three business days.

5.2.2.b The Awarded Bidder shall demonstrate additional price reductions.

**5.2.3** Upon receipt of a request for a reduction in the administrative fee, the DigitalEdge Purchasing Specialist shall utilize a published table with required criteria for reducing the administrative fees. The table can be found in the vendor area of the DigitalEdge web site. The DigitalEdge Purchasing Specialist shall have up to five business days to approve a reduction.

**5.3 Special Product Bundles.**

Awarded Bidders may bundle awarded products and their related components to provide additional savings and convenience to Purchasers.

**5.3.1** The Contract price of the product bundles shall be equal to or lower than the combined Contract pricing of the bundled items; *and*

**5.3.2** The bid price of the bundle shall be included in the price quote provided to the Purchaser by the Awarded Bidder.

**5.4 Specials and Promotions.**

Awarded Bidders may request that their specials and promotions on awarded products are advertised on the DigitalEdge **PowerDeals** web site and on their own DigitalEdge-specific web site. The request form shall include pertinent data about the special promotion of the awarded product, and shall be submitted to the DigitalEdge Purchasing Specialist in Microsoft Word format and approved before the **PowerDeal** web page is created and launched. Promotional items must be on the current DigitalEdge Bid Price Document that the DigitalEdge Purchasing Specialist has on file. The DigitalEdge requires up to five business days for approval. The DigitalEdge office shall send out an e-mail blast to the technology directors in the states where the promotion applies.

**6.0 Marketing Requirements.**

DigitalEdge promotes Awarded Bidders' products on the Contract in accordance with the description in the Background section of this document. However, the Awarded Bidder shall agree that the DigitalEdge of ESD 112 does not guarantee any sales to Eligible Purchasers. Awarded Bidders shall aggressively market their DigitalEdge products to generate sales. By submitting a bid, the Bidder is agreeing to participate fully in all marketing activities in this section (Section 6.0).

**6.1 Web Site with Contract Information.**

Awarded Bidders are required to provide a DigitalEdge-specific web site. The web site shall be operational within thirty business days of the final award. The Awarded Bidder shall report its URL to the DigitalEdge Purchasing Specialist within the same thirty-day period. (Addendum 05)

- 6.1.1 Awarded Bidders' web sites shall include accurate and up-to-date Contract product and pricing information at all times.
- 6.1.2 Other requirements of the Awarded Bidder's web site include:
  - 6.1.2.a Other documentation or information that helps inform the Purchaser of the Contract price of DigitalEdge products.
  - 6.1.2.b The DigitalEdge Contract number, ordering instructions and other pertinent information to help Purchasers procure the products under the Contract.
  - 6.1.2.c Instructions for Purchasers to track their DigitalEdge orders.
  - 6.1.2.d The Bidder's Return Policy.
  - 6.1.2.e Contact information for each state or portion of the state they are authorized to sell their products in.
- 6.1.3 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.
- 6.1.4 Awarded Bidders have the option to use a method to screen users of their DigitalEdge web site.
- 6.1.5 Failure to maintain up-to-date information and Contract pricing on DigitalEdge products on the Awarded Bidder's web site or on their marketing materials 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 on the Awarded Bidder's DigitalEdge-specific web site may result in **termination** of the DigitalEdge Contract.
- 6.2 **E-Mail Blasts.**

Awarded Bidders shall work with the DigitalEdge Purchasing Specialist regarding product and pricing information, as well as product photos, when requesting assistance with an e-mail blast. It is recommended that the Awarded Bidder submit data for e-mail blasts at least every other month.

  - 6.2.1 The DigitalEdge Purchasing Specialist will provide the Awarded Bidder with a DigitalEdge template that requests all of the data required for an e-mail blast. Examples of e-mail blasts include:
    - 6.2.1.a New product announcements
    - 6.2.1.b Products or bundles on promotion
    - 6.2.1.c Discounts on discontinued items
  - 6.2.2 When sending out an e-mail blast to eligible Purchasers with a message related to the DigitalEdge or an awarded product, the Awarded Bidder shall send a carbon copy of the e-mail to the DigitalEdge Purchasing Specialist at **digitaledge.specialist@esd112.org**. The DigitalEdge



Purchasing Specialist will assist with disseminating the email to various email lists in the pertinent states.

**6.3 Marketing Brochures, Flyers and Catalogs.**

All marketing materials (print-based and electronic) that advertise awarded products on the DigitalEdge Contract shall be subject to review by the DigitalEdge office, and shall require approval based on the DigitalEdge Marketing Criteria and Approval Form that is downloadable from the vendor area on DigitalEdge web site.

**6.4 Logos and Banner Advertising.**

Awarded Bidders shall provide the DigitalEdge Purchasing Specialist with its company logo, as well as manufacturer logos, in high and low resolution for use in DigitalEdge marketing materials and on the DigitalEdge web site, as well as photos of awarded products. Exact specifications shall be worked out individually.

**6.5 Attendance and Participation at Technology and Other Events/Conferences.**

Awarded Bidders shall participate fully in the following events and activities, and shall promote awarded products on the DigitalEdge Contract with demonstrations, DigitalEdge flyers and contact information:

**6.5.1** Provide a vendor booth at NCCE and highlight awarded products;

**6.5.2** Participate in each regional ESD Annual Showcase Event and highlight products awarded on the DigitalEdge Contract;

**6.5.2a** At the time of this Invitation to Bid #ESD112-DE-12, nine ESD's in the state of Washington shall each host a regional DigitalEdge Showcase for Eligible Purchasers in their regions. (Addendum 02)

**6.5.2b** Partnerships with additional ESD's in other states may be developed during the term of Contract #ESD112-DE-12. Awarded Bidders shall have the option to participate in their first regional DigitalEdge Showcases. If the Contract is extended beyond that year, the Awarded Bidder shall fully participate in subsequent DigitalEdge Showcases with partnering ESD's in other states. (Addendum 02)

**6.5.2c** Awarded Bidders shall not be charged a marketing fee for participation in regional DigitalEdge Showcases at ESD's. Awarded Bidders may choose to contribute a door prize or sponsor lunch, and to provide marketing materials about their awarded products. (Addendum 02)

**6.5.3** Awarded Bidders may receive individual invitations to conduct additional demonstrations of awarded products at ESD (or other) technology forums. Participation in these technology forums is option, but encouraged. (Addendum 02)

**7.0 DigitalEdge Monthly Price Document.**

Awarded Bidders shall communicate with the DigitalEdge Purchasing Specialist on a monthly basis to verify the status of the awarded products and their Contract pricing.

- 7.1 No Changes.**  
Awarded Bidders shall supply the DigitalEdge office with a current manufacturer price sheet and bid prices a minimum of every three months, even if there are no changes to the awarded products or their Contract prices.
- 7.2 Product Life Span.**  
When an awarded product reaches end-of-life while on the Contract, the Bidder shall replace it with an equal or better model that meets the original specifications in this Invitation to Bid. The Bidder shall supply the DigitalEdge office with a letter from the manufacturer that confirms the awarded product's end-of-life and that identifies its replacement model. The original discount provided in the bid shall be applied to the replacement model.
- 7.3 Changes in Award Price.**  
Contract prices may increase only when the product's pricing on the manufacturer's nationally published price sheet increases. The Awarded Bidder shall provide the DigitalEdge Purchasing Specialist with a letter from the manufacturer confirming the increase in price, and a copy of the manufacturer's nationally published price sheet. The original discount offered in the bid shall be applied to the newly published price of the product.
- 8.0 DigitalEdge Monthly Sales Report.**  
Awarded Bidders shall track DigitalEdge purchases made by individual Purchasers, and provide the DigitalEdge Purchasing Specialist with a monthly sales report for all sales realized or generated under or as a consequence of DigitalEdge Contract #ESD112-DE-12.
- 8.1 Single Reporting Source.**  
The Awarded Bidder or their assigned agent shall submit the DigitalEdge Monthly Sales Report on behalf of all agents of the Awarded Bidder, from a single reporting source.
- 8.2 Schedule.**  
The Bidder shall send the report to the DigitalEdge Purchasing Specialist by the 15<sup>th</sup> day of the following month of sales for which the Purchasers have been invoiced.
- 8.2.1** Awarded Bidders shall not rely on reminders from the DigitalEdge office.
- 8.2.2** The Awarded Bidder shall send the DigitalEdge Monthly Sales Report electronically, via e-mail to the DigitalEdge Purchasing Specialist, in an unprotected Excel spreadsheet.
- 8.3 Confirmation of Data.**  
Upon receipt of the DigitalEdge Monthly Sales Report, the DigitalEdge office shall review and analyze the report, record the data, and confirm the amount due to ESD 112 for administrative fees.
- 9.0 Payment of Administrative Fees.**  
Awarded Bidders shall pay ESD 112 an amount equal to 2.5% of sales that are a direct result or consequence of DigitalEdge Contract #ESD112-DE-12.

**9.1 Single Source of Payment.**

The payment of the administrative fees shall be made from a single reporting source on behalf of the Awarded Bidder or their assigned agent(s).

**9.2 Remittance.**

The Awarded Bidder shall remit a check to ESD 112 for the administrative fees within fifteen calendar days after confirmation from the DigitalEdge Purchasing Specialist.

**9.3 References.**

Bidders shall reference the following information on their remitted checks:

**9.3.1** The DigitalEdge Contract and Contract number (ESD112-DE-12).

**9.3.2** The month and year of sales for which the check is for.

**9.4 Sample Schedule.**

A sample schedule of the due dates for the DigitalEdge Monthly Sales Reports and the remittance of the administrative fees follows:

For sales completed during the month of:	Monthly Sales Report is due to the DigitalEdge Purchasing Specialist no later than:	The DigitalEdge Purchasing Specialist confirms the Administrative Fees no later than:	Administrative Fees are due to ESD 112 no later than:
February	March 15	Last day in March	April 15

**10.0 Requests for Documents.**

**10.1 Requests for Information.**

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

**10.2 Record Archival.**

Awarded Bidder shall maintain all records throughout the term of the Contract that document the way that Contract prices are charged to Purchasers in accordance with the bid price structure.

**10.2.1** Awarded Bidders shall archive copies of the manufacturer's monthly published price sheet that was used as a basis for offering bids, and shall provide those documents to the office upon request.

**10.2.2** Awarded Bidders shall maintain records, books and documents that are pertinent to price data for at least three years from the date of final transaction.

## CONTRACT ADMINISTRATION

### 1.0 **Contract Administration.**

It shall be the responsibility of the DigitalEdge Purchasing Specialist at Educational Service District 112 to monitor the performance of all Contracts awarded under this bid.

### 2.0 **Representations.**

Bidder represents that all the statements and information that were 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.

### 3.0 **Monitoring of the Contract's Execution.**

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

- 3.1 Awarded Bidder's performance in and adherence to the Contract's Terms and Conditions.
- 3.2 Marketing requirements and compliances listed in this Invitation to Bid.
- 3.3 Awarded Bidder's provision of the current monthly price sheet updates and any related documents.
- 3.4 Awarded Bidder's provision of the list of the bid prices of all awarded products on the DigitalEdge Contract.
- 3.5 The regular and timely submission of the DigitalEdge Monthly Sales Reports and the regular and timely payment of Administrative Fees by the Awarded Bidder.
- 3.6 Providing the DigitalEdge Office with required paperwork and documentation.
- 3.7 Satisfaction surveys and comments from the eligible Purchasers.

### 4.0 **Dispute.**

A dispute that arises after the Contracts have been awarded shall be handled in accordance to the following:

#### 4.1 **Criteria for Dispute.**

To seek review of a dispute between the DigitalEdge office and the Awarded Bidder, the dispute shall meet the following criteria:

- 4.1.1 An attempt to resolve the dispute shall have been made by the DigitalEdge Purchasing Specialist and the Awarded Bidder, but the dispute could not be resolved to the satisfaction of both parties;
- 4.1.2 The Awarded Bidder disagrees with a decision made by the DigitalEdge Purchasing Specialist, such as, but not limited to the following:

- 4.1.2.a The manner in which a product, product bundle or product category is promoted in marketing materials;
- 4.1.2.b Documentation of the level of sales generated through the DigitalEdge contract;
- 4.1.2.c A decision to impose a remedy;
- 4.1.2.d Other decisions made by the DigitalEdge Purchasing Specialist that are informal in nature but the Awarded Bidder believes to be unfair or partial.

#### **4.2 Dispute Procedure.**

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

- 4.2.1 The Awarded Bidder shall submit a letter of dispute in writing (via e-mail or on company letterhead) to the DigitalEdge Purchasing Specialist, requesting a review of the dispute by a Review Team at ESD 112. The letter shall include the following:
  - 4.2.1.a Information about the Awarded Bidder such as name of firm, mailing address, phone number and name of individual responsible for requesting a review.
  - 4.2.1.b The facts and arguments that are relied on as the basis for the review.
  - 4.2.1.c Any relevant exhibits or evidence supporting the position taken by the Awarded Bidder in regard to the dispute.
  - 4.2.1.d Description of the requested resolution to the dispute.
- 4.2.2 The DigitalEdge Purchasing Specialist shall confirm receipt of the letter within three business days, and shall schedule a meeting of all parties with a Review Team of at least three ESD 112 Cabinet members as soon as possible.
- 4.2.3 The Review Team shall hear the facts and review the materials that are pertinent to the dispute, and shall seek answers to questions from both the DigitalEdge Purchasing Specialist and the Awarded Bidder.
- 4.2.4 The Review Team shall render a decision within three business days of the review, and the Chief Fiscal Officer or other member of the Review Team shall submit a written decision to the Awarded Bidder within five business days of the review. The decision of the Review Team shall be final and binding.

#### **5.0 Remedies for Violations and Matters of Non-Performance.**

In the event that Awarded Bidders cannot or will not carry out the responsibilities and requirements in the Scope of Work, Post-Award Requirements and Terms and Conditions in the Contract, the DigitalEdge Purchasing Specialist will take the following steps to impose a remedy:

**5.1 Material Violations.**

Any violation by an Awarded Bidder that causes financial harm to either DigitalEdge or any Purchaser under this contract shall be determined to be **a material violation.**

**5.1.1 Material Terms.**

For purposes of this provision, the **following are material terms** of the DigitalEdge Contract:

- 5.1.1.a Refusal to sell products to eligible Purchasers at or below the DigitalEdge Contract price;
- 5.1.1.b Selling equipment or products that are not new and/or products that are not free of liens, or that are B stock, as defined in Section 9 of the Terms and Conditions;
- 5.1.1.c Refusal to comply with the Shipping, Delivery and Freight Terms as defined in Section 2.2.2.b of the Scope of Work, and Section 4.0 of the Post-Award Requirements;
- 5.1.1.d Including sales tax in the bid price, as defined in Section 2.2.3 in the Scope of Work;
- 5.1.1.e Refusal to provide the DigitalEdge Purchasing Specialist with new and accurate DigitalEdge Monthly Price Documents, including the applicable bid prices based on the discounts, as defined in Sections 7.0 of the Post-Award Requirements;
- 5.1.1.f Refusal to submit the monthly DigitalEdge Sales Report on a monthly basis, as defined in Section 8.0 of the Post-Award Requirements;
- 5.1.1.g Refusal to pay the 2.5% Administrative Fee on purchases, as defined in Section 9.0 of the Post-Award Requirements;
- 5.1.1.h Refusal to comply with all insurance requirements as defined in Section 1.1 in the Post-Award Requirements;
- 5.1.1.i Violation of any of the Bidder integrity provisions stated in Section 13 in the Terms and Conditions of this Invitation to Bid;
- 5.1.1.j The Awarded Bidder or his/her reseller (agent) are under suspension or debarment, or are lawfully denied from participation in public procurement activities with eligible Purchasers during the term(s) of this Contract.

**5.1.2 Remedy for Material Violations.**

In addition to any other rights set out elsewhere in the DigitalEdge bid documents, requirements, terms and conditions, the DigitalEdge reserves the right to (1) terminate the DigitalEdge Contract and end the Awarded Bidder's participation in the DigitalEdge Program; (2) award the Contract to the next

lowest responsive, responsible Bidder for those states; and/or (3) re-bid that pertinent manufacturer product line.

**5.2 Non-Material Violations.**

Violations that are **non-material** are matters of non-compliance with the DigitalEdge contract, but do not necessarily cause financial harm to the DigitalEdge or to eligible Purchasers.

**5.2.1 Non-Material Terms.**

For the purpose of this provision, violations that are **non-material** include but are not limited to:

5.2.1.a Failure to perform the customer service requirements as defined in Sections 2.0 and 3.0 in the Post-Award Requirements;

5.2.1.b Failure to perform the marketing requirements as defined in Section 6.0 in the Post-Award Requirements;

5.2.1.c Missing the deadlines for submitting the monthly DigitalEdge Sales Report to the DigitalEdge Purchasing Specialist, as defined in Section 8.0 of the Post-Award Requirements; or the monthly remittance of Administrative Fees to ESD 112, as defined in Section 9.0 in the Post-Award Requirements;

5.2.1.d Refusal to submit requested documents to the DigitalEdge Purchasing Specialist as defined in Section 10.0 of the Post-Award Requirements;

5.2.1.e Any other violation that is not in compliance with the DigitalEdge Contract, but does not create significant financial harm to ESD 112 or the Purchasers.

**5.2.2 Remedy for Non-Material Violations.**

The Awarded Bidder that fails to remedy any violation that is a non-material term of the DigitalEdge Contract after having been given thirty calendar days written notice that the violation occurred shall be subject to a remedy. The DigitalEdge reserves the right to apply any of the following remedies alone or in combination for non-material violations of the DigitalEdge Contract:

5.2.2.a Require the Bidder to write, submit and execute an improvement plan that meets the approval of the DigitalEdge Purchasing Specialist and Program Director.

5.2.2.b Suspend the Awarded Bidder's rights under the DigitalEdge Contract until the Bidder cures any violations and pays any penalties that have been imposed.

5.2.2.c Impose a financial remedy in an amount of up to \$1,000 per violation.

5.2.2.d Require the non-performing Bidder to post a performance bond on all future bids.

5.2.2.e Terminate the DigitalEdge Contract, discontinue the Awarded Bidder's participation in the DigitalEdge Program, and re-award the contract to the next lowest responsive, responsible Bidder for those states.

**6.0 Debarment.**

If an Awarded Bidder's contract is terminated, the Awarded Bidder will be debarred and suspended from participating in future ESD 112 bid awards for a period of at least three years. Disputes regarding the decision to terminate an Awarded Bidder's contract are subject to the dispute resolution process described in this document.

**7.0 Public Record.**

All bids, documents and communications received at ESD 112 in response to or in connection with this bid and the resulting Contracts are the property of ESD 112 and shall be subject to public disclosure (RCW 42.56.070). Bidders and/or other interested parties who wish to request copies of official records, data or information may contact the DigitalEdge Purchasing Specialist for further information.



## CONTRACT 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 the bid documents. If there is an inconsistency with a requirement or special condition in the Bid documents, the Terms and Conditions shall govern.

Upon acceptance of an award, the Bidder agrees to the following:

1. **Conformance.**  
Each bid shall conform to the special conditions, instructions to the Bidders, scope of work, post-award requirements and all bid forms within the Invitation to Bid 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 awarded products for the DigitalEdge Contract price when it sells its products to the eligible Purchasers named in the states identified in their bid, until the expiration of the Contract. The Contract term is January 1, 2013 until December 31, 2013, 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 DigitalEdge 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 sixty days from the bid opening date. If the award of the DigitalEdge Contract is delayed for more than sixty 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. However, ESD 112 requires a high level of integrity with Bidders and may require any Awarded Bidder to supply a performance bond if problems arise regarding requisitions, delivery of products or services, or compliance with contract requirements.
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. A Manufacturer's Resellers, Distributors and Agents.**

- When the Awarded Bidder is a manufacturer, the manufacturer's resellers, distributors or agents identified in the Awarded Bidder's bid that will be performing obligations required under the DigitalEdge Contract on behalf of the Awarded Bidder, have been provided a copy of the DigitalEdge Invitation to Bid documents and the Awarded Bidder's bid, and they are familiar with the DigitalEdge Contract requirements.
- A manufacturer's resellers, distributors and agents identified in the Awarded 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.
- An Awarded Bidder that is a manufacturer assumes full responsibility for ensuring that its resellers, distributors and agents are in full compliance with the DigitalEdge Contract provisions. The Awarded 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 Awarded Bidder's resellers, distributors and agents. The Awarded 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.

**9. 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.
- All products and equipment shall be free of liens.

**10. 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.

**11. 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.

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

The Awarded Bidder shall assign the Contract number of ESD112-DE-12 to be referenced on purchase orders submitted by Purchasers for DigitalEdge products.

13. **Awarded Bidder 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.

14. **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.

15. **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 Awardees' 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 those decisions regarding the implementation are being made in response to a bid protest or court order.

16. **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.

17. **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.
18. **Assignment.**  
Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
19. **Indemnification.**  
In addition to any liability or obligation of the Awarded Bidder to ESD 112 that may exist under any other provision of the DigitalEdge Contract or by law or otherwise, the Awarded 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 the Awarded Bidder, its officials, officers, agents, employees or subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts on behalf of the Awarded Bidder.
20. **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.
21. **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.
22. **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.
23. **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 the Awarded Bidder to enforce the terms of the DigitalEdge Contract shall be conducted in Clark County, Washington.
24. **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.
25. **Whole Agreement.**  
The parties agree that the Terms and Conditions in the DigitalEdge Invitation to Bid and any bid requirements, forms or appendices referred to therein constitutes the entire agreement between the parties with regards to ESD 112's and the Awarded Bidder's obligations regarding the DigitalEdge

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.

26. **Opportunity Without Discrimination.**

ESD 112 and the Awarded Bidder agree 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, sexual orientation, use of a guide dog or the presence of any sensory, mental or physical disability.

27. **Employment Representation.**

During the term of the DigitalEdge Contract, to the extent that employee(s) of the Awarded Bidder may have contact with public school children, the Awarded 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 Awarded Bidder to comply with this section shall be grounds for immediate termination of the Contract.

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

Awarded 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.) The Awarded Bidder or his/hers reseller (agent) shall provide a 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.

## GLOSSARY OF TERMS

<b>Addenda</b>	Modifications or interpretations of the Invitation to Bid and the requirements contained therein that is prepared in response to properly submitted questions and comments. Addenda shall be available for review on the DigitalEdge web site. Bidders are required to carefully and completely review all Addenda because the Addenda may contain terms and conditions that once issued become elements of the Invitation to Bid.
<b>Administrative Fee</b>	The amount the Awarded Bidder pays ESD 112 that is equal to 2.5% of the purchase price of an awarded product that the Purchaser pays for.
<b>Audio-Visual Equipment</b>	Technology products that enhance the delivery of a lesson or presentation by providing a rich visual and auditory experience.
<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 Awarded Bidder.
<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 for a specific product and its related components that meet the specifications for a product category.
<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 Awarded Bidder in product demonstrations or displays, or used for some other purpose.
<b>Bid</b>	A written offer on a product that meets the specifications, and all of its related components that are requested on the bid form. Even though a product and its related components are included in a single bid, they are not to be considered a “bundle.” Purchasers may purchase a product or any related component separately from the Bidder that receives the award for that bid.
<b>DigitalEdge Purchasing Specialist</b>	The ESD 112 employee that is responsible for monitoring the Awarded Bidders’ adherence to the Terms and Conditions of the Contract.
<b>DigitalEdge Program Director</b>	The ESD 112 employee that manages all aspects of the DigitalEdge Purchasing Program and Contract.
<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

characteristics of the bid that relate to determination of the Lowest Bidder.

<b>Bid Form</b>	A 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 where the contents and some of the data are revealed for the first time.
<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 Bidders vie to secure the business of a Purchaser by offering the most competitive price on technology products that meet specifications
<b>DigitalEdge Contract</b>	The agreement that exists when ESD 112 accepts the bid and awards the contract for educational technology and audio-visual equipment and related products.
<b>DigitalEdge Program</b>	A purchasing program at ESD 112 that includes educational technology products and audio-visual equipment.
<b>Discount</b>	A percent of allowance or reduction from prices posted on the manufacturer's nationally published price sheet.
<b>Dispute</b>	An unresolved disagreement between the Awarded Bidder and the DigitalEdge Purchasing Specialist that arises after the award has been made.
<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>FOB: Destination</b>	The seller retains title and control of goods until they are delivered and the contract of carriage has been completed and the bill of lading has been signed by the Purchaser.
<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>Educational Technology Products</b>	Technology solutions that are used in teaching and learning environments and that enhance teaching, learning and the learning process.
<b>Extended Warranty (Addendum 07)</b>	<i>A period of time added to the original warranty that is provided to the purchaser of an awarded product.</i>
<b>Interlocal Agreement</b>	An agreement between two or more public agencies that is entered into in accordance with state laws that applies to the public agencies.

<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 that achieves the <b>lowest score</b> in each state for their bid on a manufacturer’s product that meets the specifications for a product category, and all of its related components.
<b>Manufacturer Product Line</b>	A genre of educational 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 which represent a “full line” of products (or full product line offered by a single manufacturer).
<b>Marketing Materials</b>	Any paper-based or electronic products or methods that are used to distribute and advertise information about products available through ESD 112’s DigitalEdge purchasing program. This might include, but not be limited to flyers and brochures, web pages, e-mail blasts, and other means of advertisement.
<b>Monthly Sales Report</b>	A document that an Awarded Bidder submits to the DigitalEdge Purchasing Specialist that includes data about 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 Invitation to Bid.
<b>Narrative of Bidder Qualifications</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>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 purchasing program and the agreement to be bound by the terms and conditions of the Invitation to Bid if the bid is accepted and an award is made.
<b>Product Category</b>	The name assigned to a group of products within a manufacturer’s product line that meet a unique set of specifications.
<b>Product Line</b>	A broad genre of products from a local, national or international manufacturer.
<b>Protest</b>	A Bidder’s written objection to a decision made by the DigitalEdge Purchasing Specialist and Program Director during the bid evaluation process, and that results in a review by a higher-level Review Team.
<b>Public Bid Opening</b>	The event that is advertised in the published Invitation to Bid, and by which bids are announced and opened for the first time in the presence of anyone who wishes to attend.
<b>Responsible</b>	Having the following attributes, as described in RCW 43.19.1911 (9): <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> </ul>



- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the contract or services;
- Such other information as may be secured having a bearing on the decision to award the contract.

**Responsive**

Conforming in all material respects to the terms and conditions, the scope of work, technical specifications, and other requirements of a bid. Bids must be responsive to receive award consideration.

**Review Team**

A panel of three Cabinet-level leaders at ESD 112 with the authority to endorse or retract decisions made at the program level.

**Revised Code of  
Washington (RCW)**

Compilation of statutory laws enacted by the state legislature. Organized topically into volumes, containing chapters and sections.

**Scope of Work**

Specific requirements, provisions or conditions that are peculiar to the Contract under consideration and are supplemental to the Terms and Conditions.

**Warranty**  
(Addendum 07)

A written guarantee provided to the purchaser of an awarded product, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period of time.