



2500 NE 65th 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
INSTRUCTIONAL TECHNOLOGY AND
AUDIO-VISUAL EQUIPMENT AND RELATED PRODUCTS**

Bid No. ESD112-DE-09

- Deadline to Respond -

August 3, 2009

5:00 p.m. PST

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JULY 6, 2009
Invitation to Bid
Bid No. ESD112-DE-09

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

Notice is hereby given that the Purchasing Department at Educational Service District 112 (ESD 112), Vancouver, Washington, shall receive formal sealed bids on instructional technology and audio-visual equipment and related products. Bids shall be submitted to the Purchasing Department at Educational Service District 112, 2500 NE 65th Avenue, Vancouver, WA 98661 by 5:00 p.m. on August 3, 2009. Bids shall be opened and publicly read on August 4, 2009 at 9:00 a.m. at ESD 112. All interested persons are entitled to attend the bid opening.

Notice is hereby given that the Purchasing Department at Educational Service District 112 (ESD 112), Vancouver, Washington, shall receive formal sealed bids on instructional technology and audio-visual equipment and related products. **Bids shall be submitted to the Purchasing Department at Educational Service District 112, 2500 NE 65th Avenue, Vancouver, WA 98661 by 5:00 p.m. on August 24, 2009. Bids shall be opened and publicly read on August 25, 2009 at 9:00 a.m. at ESD 112. All interested persons are entitled to attend the bid opening. (ADDENDUM #4 CHANGE)**

This Invitation to Bid and the Bid Forms have been posted on ESD 112's DigitalEdge web site and published in newspapers of general circulation pursuant to applicable laws. Bid requirements, scope of work, terms and conditions, bid forms and other pertinent information about this Invitation to Bid can be downloaded at the following web site beginning on July 6, 2009 at <http://digitaledge.esd112.org>.

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

Bids shall be sealed and marked as follows:

**CONFIDENTIAL: DO NOT OPEN
SEALED BID ENCLOSED
DIGITALEdge BID No. ESD112-DE-09
ATTENTION: BID ADMINISTRATOR
ESD 112 PURCHASING DEPARTMENT**

Bids shall be delivered in sealed envelopes, and 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 below. Bids forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**Bids shall be addressed to:
EDUCATIONAL SERVICE DISTRICT 112
PURCHASING DEPARTMENT
2500 NE 65TH AVENUE
VANCOUVER, WA 98661-6812**

For further information, contact the Bid Administrator at digitaledge@esd112.org.

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

Invitation to Bid (Event Schedule)

Bid No. ESD112-DE-09

Date and Time	Event
Monday, July 6, 2009	Invitation to Bid release date
Monday, July 20, 2009 (1:00 p.m.)	Pre-Bid Review Meeting (Mandatory) Educational Service District 112 (Skamania Room) 2500 NE 65th Avenue Vancouver, WA 98661 Mandatory RSVP: digitaledge@esd112.org <i>no later than July 15</i> See additional information about this meeting below.
Thursday, July 30, 2009	Last day for Bidders to submit request for general information about this Invitation to Bid to the Bid Administrator
Monday, August 3, 2009 (5:00 p.m.)	Bids are due to ESD 112 by 5:00 p.m. PST
Tuesday, August 4, 2009 (9:00 a.m.)	Public Bid Opening Educational Service District 112 (Skamania Room) 2500 NE 65th Avenue Vancouver, WA 98661
August 5 – August 21, 2009 (Estimated)	Bid Evaluation Period
August 31, 2009 (Estimated)	Award Contract(s) to Bidders

Thursday, August 20, 2009	Last day for Bidders to submit request for general information about this Invitation to Bid to the Bid Administrator
Monday, August 24, 2009 (5:00 p.m.).....	Bids are due to ESD 112 by 5:00 p.m. PST
Tuesday, August 25, 2009 (9:00 a.m.).....	Public Bid Opening Educational Service District 112 (Pacific Room) 2500 NE 65th Avenue Vancouver, WA 98661
August 26 – September 11, 2009 (Estimated).....	Bid Evaluation Period
September 21, 2009 (Estimated)	Award Contract(s) to Bidders (ADDENDUM #4 CHANGE)

The Pre-Bid Review Meeting on July 20th is mandatory and its purpose is two-fold: (1) to review and answer questions taken from potential Bidders for this bid; and (2) to demonstrate the use of the bid forms. **Please read the entire bid package prior to attending the meeting. Bring all bid materials with you to the meeting, as they will not be provided, and be prepared in advance with any questions regarding the contents within the Invitation to Bid.**

The Invitation to Bid Event Schedule is subject to change. Any changes resulting from the Pre-Bid Review Meeting or about the Event Schedule will be issued in written addendum and published on the DigitalEdge web site at <http://digitaledge.esd112.org>.

INSTRUCTIONS TO BIDDERS

Request for Clarification About This Invitation to Bid.

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

- Bidders shall promptly notify the Bid Administrator of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid documents. All Bidders shall thoroughly familiarize themselves with bid requirements and instructions, and shall submit to the Bid Administrator any concern (via e-mail) no later than seven (7) calendar days prior to the date for receipt of the Bids. The submittal of a bid constitutes acceptance of products and procedures specified as sufficient, and satisfactory.
- Bidders can inquire about general information pertaining to this Invitation to Bid via e-mail to the Bid Administrator at **digitaledge@esd112.org** within three (3) calendar days prior to the date for the receipt of bids. All inquiries and their responses will be posted on the DigitalEdge web site at **http://digitaledge.esd112.org** under the vendor section.
- Any substantive interpretation or correction or any change of the Bid documents shall be made by written Addendum. Addenda shall be made available in the vendor section of the DigitalEdge web site at **http://digitaledge.esd112.org**. Interpretations or corrections of, or changes to the Bid documents made in any other manner shall not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- It is the Bidder's responsibility to check the DigitalEdge web site for Addenda changes.

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 document.

- **Contact Information.**
Technical or programmatic questions about the DigitalEdge program at ESD 112 or this Invitation to Bid shall be directed to the Bid Administrator via e-mail at **digitaledge@esd112.org**.
- **Following Directions.**
Following directions in submitting a bid is an indicator of a Bidder's responsiveness to this Invitation to Bid. Bids that are not submitted in accordance with the bid submission requirements and instructions may be rejected.
- **Clarity of Responses.**
Bidders shall respond to all bid submission requirements with direct, concise, complete and correct data and information, avoiding ambiguity in this Invitation to Bid.
- **Careful Planning of Submission.**
Bidders are advised to plan the submission of their bids well in advance of the deadline, to avoid

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

• **Bid Forms.**

Bidders shall use the 2009 DigitalEdge Bid Forms that are currently available for download from the vendor area on the DigitalEdge web site at <http://digitaledge.esd112.org>. Bidders shall ***submit no more than one set of Bid Forms for each manufacturer's product category*** on which they are bidding. Bidders that do not use the current Bid Forms for their bid submission are ***non-responsive and the bid(s) will be rejected.***

Eligible Bidders.

For consideration, Bidders shall be manufacturers or their authorized resellers or distributors (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.

Membership.

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

Purchasers Under This Contract.

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

DigitalEdge is soliciting bids for instructional technology and audio-visual equipment and related products 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 | ▪ Idaho | ▪ Oregon |
| ▪ California | ▪ Montana | ▪ Utah |
| ▪ Colorado | ▪ Nevada | ▪ Washington |
| ▪ Hawaii | ▪ New Mexico | ▪ Wyoming |

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.

Instructions for Submitting All Required Materials (Checklist).

To ensure that every bid receives a fair evaluation and comparison, it is required that each bid is submitted and organized in three parts. Each part is described below.

~~PART 1: Three-Ring Binder with Required Documentation~~

~~Each Bidder shall submit one and only one three-ring binder with a sleeve or pocket for a CD, and tabbed dividers that are organized, labeled and sequenced in the following manner:~~

PART 1: Three-Ring Binder with Required Documentation (ADDENDUM #2 CHANGE)

Each Bidder shall submit one and only one three-ring binder, regardless of the number of manufacturer product categories that they are bidding on. The three-ring binder will be one (1) inch thick, and must have 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 Appendix A 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 three-ring binder, the Bidder shall include an electronic version of this file in PDF format on the required CD.

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

Bidders shall submit two (2) 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 2 hard copies of this document in the three-ring binder, the Bidder shall include an electronic version of this file (with the scanned information and signature) in PDF format on the required CD.

_____ **Tab #3: Non-Collusion Form**
(This form is available 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 an electronic version of this file (with the scanned signatures) in PDF format on the required CD.

_____ **Tab #4: Bidder's Company Return Policy**
(This document is generated 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 an electronic version of this file in MS Word 2003 or newer, or in PDF format, on the required CD.

PART 2: Sealed Envelopes for Bid Pricing Documents

Each Bidder shall submit ~~one sealed envelope for each manufacturer product category bid.~~
Each sealed envelope shall contain the following:

DigitalEdge Bid Price Documents

~~(These documents are available in an MS Excel file entitled
"Bid_Forms_ESD112-DE-09" on the DigitalEdge web site.)~~

~~Bidders shall submit the following bid forms in hard copy: Bidder Information Forms (A, B and C) and Bid Price Forms (D, E, F and G). In addition to providing a hard copy of these forms in the three-ring binder, the Bidder shall include an electronic version of these forms in an **unprotected** MS Excel 2003 or newer file, on the required CD.~~

PART 2: Sealed Envelopes for Bid Pricing Documents (ADDENDUM #2 CHANGE)

Each Bidder shall submit one sealed envelope for each manufacturer product category bid.
Each sealed envelope shall contain the following:

DigitalEdge Bid Price Documents

**(These documents are available in an MS Excel file entitled
"Bid_Forms_ESD112-DE-09" on the DigitalEdge web site.)**

Bidders shall submit the following bid forms in hard copy: Bidder Information Forms (A, B and C) and Bid Price Forms (D, E, F and G). In addition to providing a hard copy of these forms in the sealed envelope, the Bidder shall include an electronic version of these forms in an **unprotected** MS Excel 2003 or newer file, on the required CD.

Manufacturer Price Sheets

(These documents are provided by the Bidder.)

Bidders shall submit the price sheet for the manufacturer product category that is in effect on July 15, 2009 in the same sealed envelope as the Bid Forms A-G for the same manufacturer product category.

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. The CD must be placed in a CD sleeve that adheres to the inside of the front cover of the three-ring binder.

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

AUTHORIZATION AND BACKGROUND INFORMATION

Authorization.

Educational Service Districts (ESD's) in the state of Washington are political subdivisions of the state that are organized under and operate in accordance with state statutes. Chapter 28A.310 of the Revised Code of Washington (RCW) is the primary statute that governs ESD's. Chapter 28A.310 authorizes ESD's to enter into contracts, to provide informational services and to establish cooperative programs. RCW 28A.310.200. Section 28A.310.180 (3) directs ESD's to establish "joint purchasing programs." 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 training opportunities to all states listed within this Invitation to Bid. The intent of this bid is to provide the highest quality instructional technology products and audio-visual equipment and related products to K-20 schools and public agencies at a highly competitive price. ESD 112 is acting as the bidding agent on behalf of all of the eligible Purchasers and Purchasing Organizations. Since 2002, \$56 million in instructional technology solutions and audio-visual equipment for K-20 classrooms has been sold to eligible Purchasers through the DigitalEdge regional purchasing program.

Public schools and districts have several sources of dollars that can be spent on educational technology solutions that improve teaching and increase learning, such as funds from their regular levies, special technology levies and bonds, and through grant programs. They can also use federal Title I and Title II dollars if the goal is to improve student achievement and teacher quality. And...the *No Child Left Behind* Act provides monies to K-12 public schools through the federal Title IID program entitled **Enhancing Education Through Technology** on an annual basis. In addition, the stimulus dollars through the American Reinvestment and Recovery Act will provide additional federal dollars in the next two years to invest further into educational technology solutions that will improve learning. The breakdown for all the states listed in this bid is as follows:

	Federal Allocation for 2009-2010 through Normal Annual Title IID Program	Additional Stimulus Dollars through Federal ARRA for 2009-2011
Alaska	1,294,335	3,209,375
California	30,565,347	70,805,622
Colorado	2,518,910	7,030,350
Hawaii	1,294,335	3,209,375
Idaho	1,294,335	3,209,375
Montana	1,294,335	3,209,375
Nevada	1,524,619	4,278,616
New Mexico	2,099,003	5,140,416
Oregon	2,620,619	6,042,195
Utah	1,294,335	3,209,375
Washington	3,523,716	8,713,376
Wyoming	1,294,335	3,209,375
TOTALS*	55,402,133	133,703,196

*Data taken from www.ed.gov

DigitalEdge Marketing.

The DigitalEdge utilizes a comprehensive marketing plan that promotes the Contract and provides information about the DigitalEdge products and pricing. Some of the DigitalEdge marketing activities include:

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; a downloadable Product and Price List in PDF format; the Invitation to Bid and the Bid Documents; Affidavits; information about Interlocal Agreements; Vendor information; and other pertinent information that assists Purchasers and the Awarded Bidders. The DigitalEdge web site 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.

Production and Publication of the DigitalEdge Product and Price List.

The DigitalEdge office develops and publishes a comprehensive **DigitalEdge Product and Price List** on a monthly basis, and makes it available for download on the DigitalEdge web site. The **DigitalEdge Product and Price List** includes current information about the manufacturer's products and product categories on the DigitalEdge Contract. The intent for this contract is to provide an additional product and price catalog that features the "best sellers" on 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 be limited to, brochures and flyers, mailers, e-mail blasts, visitations, product webinars, and other pertinent activities that promote the Contract to eligible Purchasers.

Partners.

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

Instructional Support and Integration.

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

Communication with Awarded Bidder.

The DigitalEdge office works with the Awarded Bidders to keep them apprised of state and federal grants, and to help them prepare for the grant recipients' needs.

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.

SCOPE OF WORK

Scope of Work.

The intent of this Invitation to Bid is to request the most competitive prices from manufacturers or their authorized resellers or distributors (agents) for Instructional Technology and Audio-Visual Equipment and Related Products. Bidders shall bid on entire manufacturer product categories of quality instructional technology and audio-visual equipment and related products.

A *manufacturer's product category* shall mean instructional technology and audio-visual equipment and related products from a local, national or international manufacturer, with the exception of computers, laptops, printers and network hardware. Please see the table below of how the term **Manufacturer Product Category** is broken down, and a few examples:

"Manufacturer"	"Product Category"
Epson	LCD Projectors
Epson	DLP Projectors
Epson	Document Cameras
AverMedia	Document Cameras
Panasonic	LCD Televisions/Monitors

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

Product Categories:

- All-in-one interactive tools
- Assistive listening devices / sets
- Batteries
- Classroom amplification systems
- Cables – VGA, USB, audio, misc.
- Computer speakers, headsets and microphones
- Digital cameras
- Digital microscopes
- Digital video camcorders
- Document cameras
- Document scanners
- E-Book readers
- Flash drives, jump drives, memory cards
- Flash drive duplicators
- Flat panel televisions – Plasma
- Flat panel televisions – LCD
- Interactive whiteboard solutions
- Intelligent keyboards
- Laptop supplies and peripherals
- Mount systems (t.v., projector, flat panel)
- MP3 players
- Multimedia projectors – LCD
- Multimedia projectors – DLP
- Multimedia projector lamps
- Netbooks and mini-notebooks
- Power strips and surge suppressors
- Presentation furniture and carts
- Probeware and sensors
- Projection screens
- Scientific and graphing calculators
- Storage furniture and carts
- Student response systems not included in an interactive whiteboard category
- Technology-based learning centers
- Televisions and video monitors
- VCR's, DVD's, DVD-R's and combos
- Videoconference systems
- Webcams

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

Manufacturers:

- Acer
- Apple
- Asus
- Audio Enhancement
- Avermedia
- Bodelin
- Bretford
- Califone
- Calypso
- Canon
- Chief
- Comcables
- CTL
- Da-Lite
- Dell
- eInstruction
- eMachines
- Elmo
- Epson
- Flip
- Front Row Pro
- Fujitsu
- Gateway
- Hewlett Packard
- Hitachi
- Hitachi Software
- Infocus
- JVC
- Ken-a-Vision
- Kramer
- Lenovo
- Lifesize
- LG
- Liberty
- LightSpeed
- Logitech
- Lumens
- NEC
- Olympus
- Panasonic
- Pearson
- Peerless
- Philips
- Pioneer
- Phonic Ear
- Polycom
- Polyvision
- Premiere
- Promethean
- Renaissance Learning
- Revolabs
- RM Education
- Samsung
- Sharp
- Sanyo
- SmartTech
- Sony
- Tandberg
- TeachLogic
- Texas Instruments
- Toshiba
- TrippLite
- Turning Technologies
- Vernier
- Vutec
- Yamaha
- Zenith

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

1.0 Contract Price.

The Bid Administrator is asking Bidders to submit bids in terms of a specified percent of discount or mark-up from the entire manufacturer's currently published product and price sheet that is in effect on **July 15, 2009**. All net bid prices shall include overhead costs, freight, administrative fees, and any other costs.

1.1 ~~Market Basket.~~

~~Bidders may wish to promote some of the more popular "best sellers" or "purchasers' favorites" in the equipment category by providing the most competitive pricing on those models/products. These models are called "market basket" items which are defined as a list of specially selected products identified and understood by the Bidder as the products most commonly purchased. (See page 16, section 2.1 for instructions on how to bid the market basket.)~~

1.1 Market Basket. (ADDENDUM #5 CHANGE)

Bidders may wish to promote some of the more popular "best sellers" or "purchasers' favorites" in the equipment category by providing the most competitive price adjustment on those models/products. These models are called "market basket" items which are defined as a list of specially selected products identified and understood by the Bidder as the products most commonly purchased. In addition, the Bidder may select other equipment models to be included in the market basket, as well. (See page 17, section 2.1 for instructions on how to bid the market basket.)

~~1.2 **Bid Price Method.**~~

~~Bidders shall enter prices on the DigitalEdge Bid Price Form by offering a bid price of either a percent of discount that is applied to the base price (MSRP) or mark-up from Bidder's cost for the entire manufacturer's currently published product and price sheet that is in effect on July 15, 2009. (See section 2.0 for more information)~~

1.2 Bid Price Method. (ADDENDUM #5 CHANGE)

Bidders shall enter prices on the DigitalEdge Bid Price Form D that result from offering a percent of discount that is applied to the base price (MSRP) or mark-up from Bidder's cost for the entire manufacturer's currently published product and price sheet that is in effect on July 15, 2009. (See section 2.0 for more information)

1.3 Bid Price Forms.

Bidders shall **clearly identify** information in the bid price forms (**see the file entitled "Bid_Forms_ESD112-DE-09" on the DigitalEdge web site**) by using tiered columns with the minimum information: the manufacturers' name, product category name, model number, part number, product description, Bidder's cost or base price (MSRP), mark-up or discount percent, and the Contract price (net bid price). The final net bid price reflects the Contract price of a single unit item through the DigitalEdge Contract.

1.4 Mandatory Price Levels.

Bidders shall offer a more competitive price than regular published educational pricing. Bidders that offer net bid pricing that is **equal to or greater** than pricing through regular educational channels may be rejected.

1.5 Price Levels in States.

All discounts or markups quoted and their resulting net bid prices shall be the same in every state the Bidder bids.

1.6 Favored Pricing Terms.

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

~~1.7 **Fixed Pricing.**~~

~~Updated DigitalEdge Bid Price documents shall be supplied in advance to the Bid Administrator before Bidders can change their price sheets or product catalog. All discounts or mark-ups remain firm (no changes that increase prices) and include all charges for the Contract award period. Anytime after the Contract award period, additional price adjustments are allowed that lower the net bid prices.~~

1.7 Fixed Pricing. (ADDENDUM #2 CHANGE)

Updated DigitalEdge Bid Price documents shall be supplied in advance to the Bid Administrator before Bidders can change their price sheets or product catalog. All discounts or mark-ups remain firm (no changes that increase prices) and include all charges for the

initial Contract award period through December 31, 2010. During the initial Contract award period, additional price adjustments are allowed that lower the net bid prices. Sixty (60) days prior to the expiration of the initial Contract award period, and if the contract is extended to the Awarded Bidder, negotiations will begin to discuss pricing strategies for the next extension period.

1.8 Lower Prices.

Awarded Bidder(s) may offer a more competitive price by offering a lower single-unit Contract price to any eligible Purchaser(s) in the states in which the Bidder is awarded.

1.9 Volume Purchases.

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

Upon receipt of a request for a reduction in the Administrative Fee, the Bid Administrator shall notify all Awarded Bidders of the request to reduce the Administrative Fee for products in the product category identified in the request. The Bid Administrator will have five (5) business days to approve a reduction, and all Awarded Bidders shall be notified of the reduced Administrative Fee. The reduced Administrative Fee shall be applied uniformly to any Awarded Bidder that wants to sell products in that product category to the Purchaser for that single transaction. Awarded Bidders that are applying the reduced Administrative Fee shall not disclose or inform interested Purchasers that the price the Awarded Bidder is quoting is based on a reduction of the Administrative Fee.

1.10 All Inclusive Pricing.

All net bid prices resulting from the applicable discounts or mark-ups in the Bidder's bid shall include the cost of shipping and handling to any location, with the exception of Alaska and Hawaii, and a Contract Administrative Fee of three (3) percent for all sales realized or generated under or as a consequence of this DigitalEdge Contract.

~~**1.11 Sales Tax.**~~

~~All net bid prices resulting from the applicable discounts shall not include any applicable Sales Tax.~~

1.11 Sales Tax. (ADDENDUM #2 CHANGE)

All net bid prices resulting from the applicable discounts or mark-ups shall not include any applicable Sales Tax. Applicable sales tax can be added as a separate line item on the invoice.

2.0 Instructions on How to Bid.

The goal of the 2009 DigitalEdge Contract is to obtain the most competitive pricing on as many market basket products (best sellers) as possible, while still providing competitive Contract pricing on the remaining products in each manufacturer product category.

The bidding forms can be found in the vendor area on the DigitalEdge web site at <http://digitaledge.esd112.org>. Bidders will submit one bid per **manufacturer product category**. For scoring purposes, product categories by the same manufacturer may not be combined.

2.1 ~~Bidding on Equipment.~~

~~Equipment is defined as the primary product sold in that manufacturer's product category, including all of the accessories and peripherals that would normally come packaged with it if sold through regular channels. Products in this sub-category include hardware only, and are fully functional without any additional supplies and accessories.~~

2.1 Bidding on Equipment. (ADDENDUM #5 CHANGE)

Bidders may wish to promote some of the more popular "best sellers" or "purchasers' favorites" in the equipment category within Bid Price Form D, by providing the most competitive price adjustment on those models/products. These models are called "market basket" items which are defined as a list of specially selected products identified and understood by the Bidder as the products most commonly purchased. In addition, the Bidder may select other equipment models to be included in the market basket, as well.

Example #1:

LCD projectors would fit into this category, and include all of the cables, lens cover, remote and other accessories that would normally be packaged with the projector.

Example #2:

Products in a manufacturer's interactive whiteboard category might include pieces of hardware that are fully functional on their own, such as the whiteboards, panels, slates, response systems, etc.

Bidders may wish to promote some of the more popular "best sellers" or "purchasers' favorites" in the equipment category by providing the most competitive pricing on those models/products. These models are called "**market basket**" items which are defined as a list of specially selected products identified and understood by the Bidder as the products most commonly purchased.

Bidders shall use the following steps to bid on equipment:

2.1.1 The market basket items shall be listed separately in the identified section on Bid Price Form D and must have either a "**higher**" percent of discount that is applied to the base price (MSRP) or "**lower**" mark-up from the Bidder's cost than the "**fixed**" price adjustment applied to all non-market basket items.

2.1.2 Upon award, the Awarded Bidder may apply even a more competitive discount or mark-up to the market-basket items at any time. However, once that is done, it can not be reversed.

~~**2.1.3** After the award, the Awarded Bidder may select additional "equipment" models in the manufacturer's product category to include as a market basket item. However, once they are identified as a market basket item, they will remain so for the remainder of the Contract term, and all other market basket terms apply to them, as well.~~

2.1.3 After the award, the Awarded Bidder may add additional "equipment" models to the already existing manufacturer's equipment category market basket within the Bidder's bid. However, once they are identified

as a market-basket item, they will remain so for the remainder of the Contract term, and all other market-basket terms and conditions will apply to them, as well. (ADDENDUM #5 CHANGE)

- 2.1.4 When market basket items come to end-of life, the Bidder must replace them with an “equal” or “better” product at the same discount or mark-up level as the original market-basket item was bid.
- 2.1.5 After assigning the most competitive price adjustments to the “market basket” items, Bidders will assign a single percentage of price adjustment (discount or mark-up) to the remaining products (**non-market basket items**). The level of markup or discount applied to the non-market basket products shall remain constant or can be revised to be even more competitive throughout the term of the Contract.
- 2.1.6 Market basket items and their related accessories and supplies, warranties and maintenance plans, and networking components, are eligible to be published with photos and descriptions in the **DigitalEdge Catalog of Featured Products**. The DigitalEdge office will work with the Awarded Bidders to identify the products that will be featured.

~~2.2 **Bidding on Supplies and Accessories.**~~

~~Supplies and accessories are those items that a Purchaser might want to purchase in addition to the equipment to enhance or extend the equipment’s use in some way or to replace some of the supplies and accessories that came with the original equipment. Supplies and accessories are not functional on their own or apart from the equipment. Please consider any and all software an accessory.~~

~~**Example #1:**~~

~~An LCD projector is “equipment” and is most likely packaged with a VGA cable, audio cable, lens cap, power cord and a remote control. However, if a Purchaser needs an extra (or replacement) remote control or a carrying case, they would be found in this sub-category.~~

~~**Example #2:**~~

~~Interactive whiteboard supplies and accessories would include additional cables, pens, software, floor stands, etc. that are not useful by themselves, but enhance or extend products found in the equipment sub-category.~~

~~Bidders shall apply a single discount or market-up to all products in the supplies and accessories sub-category.~~

2.2 **Bidding on Supplies and Accessories (and Software).** (ADDENDUM #1 CHANGE)

Supplies and accessories are those items that a Purchaser might want to purchase in addition to the equipment to enhance or extend the equipment’s use in some way, or to replace some of the supplies and accessories that came with the original equipment. Supplies and accessories are not functional on their own or apart from the equipment.

Example #1:

An LCD projector is “equipment” and is most likely packaged with a VGA cable, audio cable, lens cap, power cord and a remote control. However, if

a Purchaser needs an extra (or replacement) remote control or a carrying case, they would be found in this sub-category.

Example #2:

Interactive whiteboard supplies and accessories would include additional cables, pens, floor stands, etc. that are not useful by themselves, but enhance or extend products found in the equipment sub-category.

Bidders shall apply a single discount or market-up to all products in the supplies and accessories sub-category.

A note about software:

For the purpose of this Invitation to Bid, software is defined as ***the various kinds of programs used to operate computers and related devices***. (Definition taken from whatis.com). If software is sold to support the equipment, the Bidder shall use the bid form for Supplies and Accessories (Form E). In this case, the Bidder shall separate software from the supplies and accessories. Bidders may apply a single, constant mark-up or discount to all supplies and accessories, and that mark-up or discount may be different than the single, constant mark-up or discount they apply to all software. To clarify, all supplies and accessories shall have the same mark-up or discount, and all software shall have the same mark-up or discount.

Example #1:

Interactive whiteboard supplies and accessories would include additional cables, pens, floor stands, etc. that are not useful by themselves, but enhance or extend products found in the equipment sub-category. The Bidder shall use Form E to apply a single, constant mark-up or discount to all supplies and accessories. In addition, The Bidder shall also use Form E (beginning on a new page) to list all software, and to apply a single, constant mark-up or discount to all software.

2.3 Bidding on Warranties and Maintenance.

Most products come with a standard warranty of some type. This sub-category allows the Purchaser to extend the current warranty or to purchase a maintenance plan on their equipment.

Bidders shall apply a single discount or market-up to all items in the warranties and maintenance sub-category.

2.4 Bidding on Network Components.

This applies to video-conferencing equipment only. If there are network components available for other product categories, they should be included with the bid on that manufacturer's supplies and accessories.

Bidders shall apply a single discount or market-up to all products in the network components sub-category.

2.5 Assigning Products to the Correct Sub-Category.

Bidders shall assign all products in a manufacturer's product category to the correct sub-categories (equipment, accessories and supplies, warranties and maintenance, or

network equipment/components), as per the definitions and examples provided above in sections 2.1 through 2.4 above. Bidders that assign their products incorrectly will be considered non-responsive and their bid may be rejected.

3.0 Contract Period.

3.1 The initial term for Awarded Contract(s) is the Date of Award to December 31, 2010, with the option to extend the Contract for additional six-month or one-year (1) terms, for up to five (5) years, which could extend the Awarded Contracts to December 31, 2014. Sixty (60) calendars days prior to the end of the initial Contract term and any extension date, the Bid Administrator may send an "Agreement to Extend the Existing DigitalEdge Contract" for each Contract that a Bidder was awarded.

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

4.0 Administrative Fee.

4.1 Awarded Bidders shall remit to ESD 112 a Contract Administrative Fee of three (3) percent for all sales realized or generated under or as a consequence of this DigitalEdge Contract. The fee shall be included in the net bid price of all products awarded.

5.0 State Coverage:

5.1 The DigitalEdge is specifically bidding on behalf of the twelve states listed below.

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

It is the intent of the DigitalEdge to make the Contract available to eligible Purchasers in other states, as well. The DigitalEdge shall allow "piggy-backing" by eligible Purchasers in other states that wish to utilize the DigitalEdge Contract.

~~5.2 Bidders shall submit no more than one bid per manufacturer product category. Bidders shall identify the states in which they are authorized to sell and that they are offering to sell the product categories in at Contract prices. All Bidders are required to be authorized to sell the manufacturer's product category(s) to eligible Purchasers in the state(s) named within the Bidder's bid. (ADDENDUM #2 CHANGE)~~

5.2 Bidders shall submit no more than one bid per product category by the same (manufacturer). However, Bidder's may submit bids for more than one manufacturer in any product category. Bidders shall identify the states in which they are authorized to sell and that they are offering to sell the product categories in at Contract prices. All Bidders are required to be authorized to sell the manufacturer's product category(s) to eligible Purchasers in the state(s) named within the Bidder's bid.

POST-AWARD REQUIREMENTS

Post-Award Requirements.

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

The Awarded Bidder or their authorizing resellers (agents) shall be required to meet with the DigitalEdge team within twenty (20) 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 Awarded Bidder Contacts and Ordering Instructions.

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

~~1.2 In addition to the Awarded Bidder’s specific or unique ordering instructions, the following language shall also be included on their set of instructions: “All purchase orders must reference the DigitalEdge Contract number (ESD112-DE-09), and a copy shall be faxed, along with a copy of the written quote, to the DigitalEdge office at (360) 696-3099.”~~

1.2 In addition to the Awarded Bidder’s specific or unique ordering instructions, the following language shall also be included on their set of instructions: “All purchase orders must reference the DigitalEdge Contract number (ESD112-DE-09). A copy of the written quote must be sent along with the purchase order if the quote is lower than the net bid price on file with ESD 112. (ADDENDUM #2 CHANGE)”

2.0 Local, Personal Assistance.

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

- Contact Purchasers on a regular basis;
- Meet with Purchasers when requested;
- Provide current manufacturer catalogs, price sheets and/or DigitalEdge Product and Price Lists with the net Contract prices;
- Provide in-person or on-site demonstrations;
- Assist Purchasers with product evaluation and selection;
- Provide Purchasers with demo units for evaluation;
- Provide training when requested;

- And generally provide a high level of customer service.

2.2 Each Awarded Bidder is expected to respond to Purchaser inquiries within three (3) business days; however, a 24-hour callback is desirable.

3.0 Purchasing Process and Documentation.

3.1 Awarded Bidders 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.

3.2 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.

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

3.3.1 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.

3.3.2 Awarded Bidders shall provide all Purchasers with a price quote for the desired items, at or below the DigitalEdge Contract price.

3.3.3 Awarded Bidders shall provide Purchasers with accurate instructions regarding how to initiate the transaction.

3.3.4 Awarded Bidders shall instruct the Purchasers to include the DigitalEdge Contract number (#ESD112-DE-09) on their purchase order.

3.3.5 Awarded Bidders shall instruct the Purchasers to send the purchase order to the Bidder's office, as well as faxing them, along with the price quote, to the DigitalEdge office at (360) 696-3099.

3.3.6 Awarded Bidders shall send copies of all price quotes and purchase orders to the DigitalEdge office in one of two ways: (1) Fax the price quote and purchase order to the DigitalEdge office at (360) 696-3099, or (2) Scan and e-mail the price quote and purchase order to the DigitalEdge office at **digitaledge@esd112.org**. These documents must arrive to the DigitalEdge office within five (5) business days from the day the purchase order was received by the Awarded Bidder.

3.3.7 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.

3.3.8 Awarded Bidders shall correct any order discrepancies.

3.3.9 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 purchaser 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 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 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 Awarded Bidders must be able to 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 exception of locations in Alaska and Hawaii.

4.4 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 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 Awarded Bidders that receive purchase orders that require special delivery terms that can not be met may refuse the order and return the purchase order to the Purchaser within three (3) business days. The Awarded Bidder shall explain, in writing, why it can not fill the order and meet the delivery requirements.

4.7 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 Bundling.

5.1 Special Product Bundles.

Awarded Bidders may bundle awarded products to provide additional savings and convenience to Purchasers. The net price of the product bundles shall be (1) equal to or

lower than the combined single unit pricing of the bundled items, and (2) included in the price quote provided to the Purchaser by the Awarded Bidder.

5.2 **Specials and Promotions.**

Awarded Bidders may submit specials and promotions files for the DigitalEdge web site and for their own DigitalEdge-specific web site. The start and stop dates of the promotion shall be visible on the promotional document, which shall be submitted to the Bid Administrator in Microsoft Word or PDF format before the promotion is launched. All specials and promotions must be approved by the DigitalEdge office before being published and distributed. Promotional items must be on the current DigitalEdge Bid Price Document that the Bid Administrator has on file. The DigitalEdge requires up to five (5) business days for approval.

6.0 **Marketing Requirements.**

DigitalEdge shall promote Awarded Bidders' products on the Contract in accordance with the description in the Background section of this document. However, the Awarded Bidder agrees that the DigitalEdge of ESD 112 is not guaranteeing 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 sections 6.1 through 6.6.

6.1 **Web Site with Contract Information.**

Awarded Bidders are required to provide a DigitalEdge-specific web site, and to report the web site's URL to the Bid Administrator within five (5) business days of award. The web site shall include a list or catalog of products which, at a minimum, includes all awarded "market basket" items on the DigitalEdge Contract, within twenty (20) business days of the Contract award, and shall include accurate and up-to-date Contract product and pricing information at all times.

Other requirements of the Awarded Bidder's web site include:

- Other documentation or information that helps inform the Purchaser of the Contract price of DigitalEdge products.
- The DigitalEdge Contract number, ordering instructions and other pertinent information to help Purchasers procure the products under the Contract.
- Instructions for Purchasers to track their DigitalEdge orders.
- The Bidder's Return Policy.
- Contact information for each state or portion of the state they are authorized to sell their products in.
- The DigitalEdge web site must be able to link directly to the Bidder's web site, and the Bidder's web site shall link back to the ESD 112 DigitalEdge web site.
- ~~The web site must be free of a required password.~~
- **Awarded Bidders have the option to use a method to screen users of their DigitalEdge web site. (ADDENDUM #2 CHANGE)**

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 in the Awarded Bidder's DigitalEdge product catalog or on their DigitalEdge-specific web site may result in **termination** of the DigitalEdge Contract.

6.2 Quarterly Marketing Brochures, Flyers and Catalogs.

Awarded Bidders shall create and send out DigitalEdge marketing materials to all eligible Purchasers on a quarterly basis that promote the Bidder's "**market basket items**" available on the DigitalEdge Contract. Non-market basket items on the Contract can be included as well. All marketing materials that advertise products on the DigitalEdge Contract will be subject to review by the DigitalEdge office, and will require approval based on the DigitalEdge Marketing Criteria and Approval Form that is downloadable from the vendor area on DigitalEdge web site.

6.3 Submission of Marketing Materials for Catalog of Feature Products.

Awarded Bidders will provide the DigitalEdge office with marketing collateral, product photos, manufacturer logos, etc. for "market basket" items to be included in a specially designed publication entitled "DigitalEdge Catalog of Featured Products." Marketing collateral is subject to review and approval by the DigitalEdge office, based on the DigitalEdge marketing criteria.

6.4 Logos and Banner Advertising.

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

~~**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 products on the DigitalEdge Contract with demonstrations, DigitalEdge flyers and contact information:~~

- ~~• Provide a vendor booth at NCCE;~~
- ~~• Participate in any and all ESD-sponsored showcases and/or events that highlight the DigitalEdge Contract;~~
- ~~• Conduct demonstrations at ESD (or other) technology forums.~~
(ADDENDUM #2 CHANGE)

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

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

- Provide a vendor booth at NCCE;
- Participate in any and all ESD-sponsored showcases and/or events that highlight the DigitalEdge Contract;
- Conduct demonstrations at ESD (or other) technology forums.

6.6 Webinar Presentations.

Awarded Bidders shall provide presenters for DigitalEdge webinars on topics of interest to Purchasers and that are pertinent to the products on the DigitalEdge contract.

- The DigitalEdge office will provide a Go-to-Meeting license for scheduling and presenting the webinars. The license allows up to 1000 viewers.
- Webinars will be scheduled on a bi-weekly basis, beginning in the month of January, 2010.
- Awarded Bidders shall sign up to present a webinar on a first-come, first-served basis. **(ADDENDUM #2 CHANGE)**
- **Awarded Bidders shall sign up for at least one (1) webinar. The DigitalEdge Program Director will schedule webinars on a first-come, first-served basis.**
- Webinar topics must be informational in nature and not focused on selling products.
- Webinar topics must be pre-approved by the DigitalEdge office.
- Webinars will be recorded and stored online, and a link to the webinar will be provided on the DigitalEdge web site.

7.0 DigitalEdge Monthly Price Document.

7.1 For the purpose of price validation by the Bid Administrator, Awarded Bidders shall provide the Bid Administrator, **on a monthly basis, by the 20th day of every month**, the DigitalEdge Monthly Price Document that originates from the manufacturer's currently published price sheet. It shall identify the market basket and non-market items, and list the net bid prices for all awarded products, including all sub-categories: equipment, supplies and accessories, warranties and maintenance, and network hardware and components (for videoconference equipment only).

7.1 The Awarded Bidder shall note on the DigitalEdge Monthly Price document any change in **lower prices, discontinued items** or **addition of new products** by highlighting the change and listing the change next to the net bid prices.

7.2 The Awarded Bidder shall ensure that all product and price data on the updated DigitalEdge Monthly Price Document is complete and accurate before sending it to the Bid Administrator. Price documents that do not contain complete and accurate data will be returned to the Awarded Bidder for correction, and the updated data will not be included in the updated DigitalEdge web site, Product and Price List, or the DigitalEdge Catalog of Featured Products for that month.

8.0 Product Category Changes.

8.1 Awarded Bidders shall use the DigitalEdge Monthly Price Document to add new products in a manufacturer's product category or sub-categories, and shall identify the new products as **market basket** or **non-market basket** items.

- If the new items are **market basket items**, the Awarded Bidder shall identify the percent of adjustment (mark-up or discount) to this item.

- If the new items are **market basket items** that are replacing discontinued items, then the same or better discount or mark-up shall apply to the new item.
- New products that are **non-market basket items** are marked up or discounted at the same level as the other non market-basket items in the manufacturer product category.

8.2 End-of-life products are removed from the Contract.

- End-of-life products that are **market basket items** must be replaced with equal or better products at the same or better mark-up or discount level.
- End-of-life products that are **non-market basket items** may simply be dropped from the Contract.

9.0 DigitalEdge Monthly Sales Report.

~~9.1~~ Awarded Bidders shall track DigitalEdge purchases made by individual Purchasers. The Awarded Bidders shall provide the Bid Administrator, **on a monthly basis, by the 15th day of the following month of sales**, a DigitalEdge Monthly Sales Report (see Appendix B) for all sales realized or generated under or as a consequence of this DigitalEdge Contract, including equipment, accessories and supplies, warranties and maintenance plans, and network hardware and components. — **(ADDENDUM #5 CHANGE)**

9.1 Awarded Bidders shall track DigitalEdge purchases made by individual Purchasers. The Awarded Bidders shall provide the Bid Administrator, **on a monthly basis, by the 15th day of the following month of sales**, a DigitalEdge Monthly Sales Report (see Appendix B) for all sales realized or generated under or as a consequence of this DigitalEdge Contract, including equipment, accessories and supplies, warranties and maintenance plans, and network hardware and components.

The Awarded Bidder or their assigned reseller or distributor (agent) shall submit, from a **“single reporting source”**, the DigitalEdge Monthly Sales Report (Appendix B) on behalf of all the Awarded Bidders or their assigned reseller’s or distributor’s (agents) offices.

9.2 Awarded Bidders shall abide by the schedule for DigitalEdge Monthly Sales Report without notice or reminders from the Bid Administrator. Refer to the sample schedule in Section 10.4 below.

9.3 The Awarded Bidder shall send the DigitalEdge Monthly Sales Report (see Appendix B) electronically, via e-mail to the Bid Administrator, in an Excel spreadsheet format (unprotected), and shall include the following data for each sale or purchase through the Contract:

1. Date of sale
2. Name of purchaser (School, District or Organization)
3. Full address of purchaser (include city name)

4. The state where the transaction resided in
5. Purchaser's purchase order number
6. Name of products purchased through each transaction
7. Quantity of products purchased through each transaction
8. Single unit price of the product or the bundle price quoted to the purchaser
9. Total purchase price (not including sales tax or any additional shipping costs for Alaska and Hawaii, or special delivery costs)
10. Amount of three (3) percent Administrative Fee for all products in the manufacturer's product category sold in that transaction, including bundled items and special promotions sold through the DigitalEdge Contract.

9.4 Upon receipt of the DigitalEdge Monthly Sales Report, the DigitalEdge office will review and analyze the report, record the data, and confirm the amount due to ESD 112 for Administrative Fees.

10.0 Payment of Administrative Fees.

~~10.1~~ Payment of the three (3) percent administrative fees is due to ESD 112 on a monthly Basis — **(ADDENDUM #5 CHANGE)**

10.1 Payment of the three (3) percent administrative fees is due to ESD 112 on a monthly basis and shall be submitted, from a "**single reporting source**", on behalf of all the Awarded Bidder's or their assigned reseller's or distributor's (agents) offices.

10.2 Upon receiving confirmation from the Bid Administrator (see section 9.4 above), the Awarded Bidder will remit a check to ESD 112 for the Administrative Fees within fifteen (15) calendar days after notice from the Bid Administrator, or by the forty-fifth (45th) calendar day after the realized month-end DigitalEdge sales.

10.3 Bidders shall reference the following information on their remitted checks:

- The DigitalEdge Contract and Contract number (ESD112-DE-09).
- The month and year of sales for which the check is for.

10.4 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:	DigitalEdge Monthly Sales Report is due to the Bid Administrator no later than:	The Bid Administrator confirms the Administrative Fees no later than:	Administrative Fees are due to ESD 112 no later than:
January	February 15	Last day of February	March 15

11.0 Mandatory Insurance Requirement.

The Awarded Bidder shall submit a Certificate of Insurance and Copies of Insurance Policies for the following to the Bid Administrator within twenty (20) business days of award:

11.1 As a part of the Contract requirements, the **Awarded Bidder or authorized reseller (agent) 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 Bid Administrator. All Awarded Bidders or resellers (agents) must carry Comprehensive General Liability, Workman's Compensation, Product Liability and Automotive Liability Insurance coverage limits as listed below:

- a. Comprehensive General Liability - \$1,000,000.00.
- b. Product Liability - \$1,000,000.00.
- c. Worker's Compensation Insurance - \$500,000.00

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

~~11.3 Forty five (45) calendar days written notice of cancellation or material change of any policies is required.~~ (ADDENDUM #2 CHANGE)

11.3 The Awarded Bidder and/or their authorized reseller (agent) shall notify the Bid Administrator within Forty-five (45) calendar days of advance written notice of cancellation or material changes of any policies that are required within the bid.

Attention: Bid Administrator, ESD 112 Purchasing Department
Contract No. ESD112-DE-09
Educational Service District 112
2500 NE 65th Avenue
Vancouver, WA 98661-6812

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

12.0 Requests for Documents.

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

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

- 12.3** Awarded Bidders shall maintain records, books and documents that are pertinent to price data for at least three (3) years from the date of final transaction. Awarded Bidders shall cooperate with ESD 112 and the Bid Administrator in response to reasonable requests for any documentation related to DigitalEdge transactions or correspondence.

BID EVALUATION

Bid Evaluation Criteria.

The bids shall be evaluated by the Bid Administrator and/or the Bid Administrator's designee. Contracts will be awarded to the lowest responsive, responsible Bidder(s) as defined 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 in each manufacturer's product categories for each state 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 materials submitted in response to Appendix A:

- 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 Process.

The Bid Administrator and/or designee 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. The bid materials shall be checked for compliance with all bid requirements.
2. The ***Bidder's Narrative of Qualifications*** shall be reviewed to determine whether a Bidder is qualified and responsible. (See Appendix A.) In addition, if there is credible evidence that the Bidder does not satisfy one or more of the criteria in RCW 49.19.1911(9), the Bidder shall be informed that they are non-responsible and the bid shall be rejected.
3. The Bid Forms shall be evaluated to make sure that they contain all of the required data.
4. Bids that do not pass the initial screening shall be rejected and are not eligible for consideration in the next part of the evaluation process. Bidders who are rejected in the initial screening shall receive a letter from the Bid Administrator or his/her designee.

5. Bidders that receive a rejection letter and wish to protest may refer to the section of this Invitation to Bid entitled **Protest Process**.
6. If there is no delay that results from an unresolved protest, the Bid Administrator and/or designee shall continue with the scoring of the bids on or after the sixth (6th) calendar day after the letters of rejection were sent.
7. If no letters of rejection are sent upon completion of the initial screening of the bids, then further evaluation of Qualified Bidders shall begin immediately.

Identification of the Lowest Qualified Bidder(s) in each Manufacturer Product Category (per state). The lowest Qualified Bidder is the Bidder that **submits the lowest average net bid price** for all products **in the equipment sub-category** within the manufacturer's currently published product and price sheet.

The lowest net bid price is determined as follows:

1. **No competing bids.**

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

2. **Determining the lowest average net bid prices.**

If two or more Bidders bid on the same manufacturer's product category, the Bid Administrator and/or designee shall complete a thorough evaluation of the discounts or mark-ups of equipment products in each Bidder's price sheet in that manufacturer's product category, and their resulting net bid price, and shall identify the Bidder whose offer results in the lowest average net bid prices of equipment products for each state (lowest Bidder). The **average net bid price for equipment products** in a manufacturer's product category will be determined by adding all the **market basket** and **non-market basket** net bid prices and dividing the sum by the number of items listed.

3. **Standardizing Lists of Equipment.**

If the list of equipment items on a Bidder's bid varies from competing bids, the Bid Administrator and/or designee shall standardize the lists by identifying the products that are common to all competing bids and then calculating each bid's average net bid price to determine the lowest Bidder.

4. **Recording Sheet.**

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

5. **Tie-Breaker.**

In the case of a tie of lowest average net bid prices between two or more competing bids, the Bidder that is offering to sell the manufacturer's product category to the most states shall be awarded the Contract. If there is still a tie, then both or all Bidders that are still tied shall be awarded Contracts to those states.

Letters of Intent to Award.

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

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

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

Award of Contracts.

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

Protest Process.

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

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

Protest Procedure.

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

- Protests shall be submitted in writing or e-mail and addressed to the Bid Administrator at ESD 112, within five (5) business days after receiving a letter of rejection during the initial screening of the bids, or within five (5) business days after receiving a copy of the Letter of Intent to Award.
- Upon receiving a letter of protest, the Bid Administrator at ESD 112 shall convene a group of three (3) Cabinet members to serve on a Review Team.
- The Review Team shall hear the protest within five (5) business days of receiving the protest, except when holidays prevent that from being possible. In those situations, the review shall take place as soon as reasonably possible.
- The Review Team shall hear presentations by the Protester and the Bid Administrator, and shall seek answers to their questions.
- The Review Team shall take up to three (3) business days to render a decision and to send a letter to the Protester and the Bid Administrator. If the Review Team's decision is in favor of the Bid Administrator, awards shall be made two (2) 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.
- Bidders shall exhaust their administrative remedies, which include filing a protest with the agency (ESD 112). Failure to file a protest shall preclude judicial review or subsequent legal action.

Format and Content.

Protests shall include the following:

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

CONTRACT ADMINISTRATION

Contract Administration.

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

Representations.

Bidder represents that all the statements and information that 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.

Monitoring of the Contract's Execution.

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

1. Awarded Bidder's performance in and adherence to the Contract's Terms and Conditions.
2. Marketing requirements and compliances listed in this Invitation to Bid.
3. Awarded Bidder's provision of the current monthly price sheet updates.
4. Awarded Bidder's provision of the list of the net bid prices of all awarded products on the DigitalEdge Contract.
5. The level of sales and the quantities of DigitalEdge products sold in each product category through the DigitalEdge Contract.
6. The regular and timely submission of the DigitalEdge Monthly Sales Reports and the regular and timely payment of Administrative Fees by the Awarded Bidder.
7. Satisfaction surveys and comments from the eligible Purchasers.

Dispute.

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

1. The ***dispute shall arise after the contract has been awarded***;
2. An attempt at negotiation shall have been made by the Bid Administrator and the Awarded Bidder, but the dispute could not be resolved to the satisfaction of both parties;
3. The ***Awarded Bidder disagrees with a decision made by the Bid Administrator***, such as, but not limited to the following:
 - The manner in which a product, product bundle or product category is promoted in marketing materials;
 - The level of sales generated through the DigitalEdge contract;
 - A decision to impose a remedy;

- Other decisions made by the Bid Administrator that are informal in nature but the Awarded Bidder believes to be unfair or partial.

Procedure for Dispute Review.

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

1. The Awarded Bidder shall submit a letter of dispute in writing (via e-mail or on company letterhead) to the Bid Administrator, requesting a review of the dispute by the Chief Fiscal Officer at ESD 112.
2. The ***Bid Administrator shall schedule a review with the Chief Fiscal Officer***, and shall respond to the Awarded Bidder within three (3) business days, confirming a meeting of all parties with the Chief Fiscal Officer and a Review Team of at least three (3) ESD 112 Cabinet members as soon as possible. If the Chief Fiscal Officer is not available, another ESD 112 Cabinet member shall schedule the review.
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 Bid Administrator and the Awarded Bidder.
4. The Review Team shall render a decision within three (3) business days of the review, and the Chief Fiscal Officer shall submit a written decision to the Awarded Bidder within five (5) business days of the review. The decision of the Review Team shall be final and binding.

Format and Content.

The letter of dispute shall include the following:

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

Remedies for Violations and Matters of Non-Performance.

In the event that Awarded Bidders can not 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 Bid Administrator will take the following steps to impose a remedy:

1. Material Violations.

Any violation by an Awarded Bidder that causes financial harm to either DigitalEdge or any eligible Purchaser under this contract shall be determined to be a **material violation**. For purposes of this provision, the ***following are material terms*** of the DigitalEdge Contract:

- a. Refusal to sell products to eligible Purchasers at or below the DigitalEdge Contract price;
- b. Selling equipment or products that are not new, B stock, and/or products that are not free of liens, as defined in Section 9 of the Terms and Conditions;
- c. Refusal to comply with the Shipping, Delivery and Freight Terms as defined in Section 4.0 of the Post-Award Requirements;
- ~~d. Adding sales tax to the purchase price, as defined in Section 1.11 in the Scope of Work;~~
- d. Including sales tax in the net bid price, as defined in Section 1.11 in the Scope of Work; (ADDENDUM #2 CHANGE)
- e. Refusal to provide the Bid Administrator with new and accurate DigitalEdge Monthly Price Documents, including the applicable net bid prices based on the discounts or mark-ups, as defined in Sections 7.0 and 8.0 of the Post-Award Requirements;
- f. Refusal to submit the monthly DigitalEdge Sales Report on a monthly basis, as defined in Section 9.0 of the Post-Award Requirements;
- g. Refusal to pay the three (3) percent Administrative Fee on purchases, as defined in Section 10.0 of the Post-Award Requirements;
- h. Refusal to comply with all insurance requirements as defined in Section 11.0 in the Post-Award Requirements;
- i. Violation of any of the Bidder integrity provisions stated in Section 13 in the Terms and Conditions of this bid;
- 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.

Remedy for Material Violation.

In addition to any other rights set out elsewhere in the DigitalEdge bid documents, requirements, terms and conditions, the ***Bid Administrator reserves the right to terminate the DigitalEdge Contract and end the Awarded Bidder's participation*** in the DigitalEdge Program and ***re-award the Contract to the next lowest Qualified Bidder*** for those states.

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. Violations that are **non-material** include but are not limited to:

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

- b. Failure to perform the marketing requirements as defined in Sections 2.0 and 3.0 in the Post-Award Requirements;
- c. Missing the deadlines for submitting the monthly DigitalEdge Sales Report to the Bid Administrator, or the monthly remittance of Administrative Fees to ESD 112, as defined in Section 10.4 in the Post-Award Requirements;
- d. Refusal to submit requested documents to the Bid Administrator as defined in Section 12.0 of the Post-Award Requirements;
- 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.

Remedy for Non-Material Violation.

The Awarded Bidder that fails to remedy any violation that is a non-material term of the DigitalEdge Contract after having been given ***thirty (30) calendar days written notice*** that the violation occurred shall be subject to a remedy. The ***Bid Administrator reserves the right*** in their sole discretion to ***apply any of the following remedies alone or in combination for non-material violations*** of the DigitalEdge Contract:

- a. Require the Bidder to write, submit and execute a plan of improvement that meets the approval of the Bid Administrator.
- 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.
- c. Impose a financial remedy in an amount of up to \$1,000 per violation.
- d. Require the non-performing Bidder to post a performance bond on all future bids.
- e. Terminate the DigitalEdge Contract, discontinue the Awarded Bidder's participation in the DigitalEdge Program, and re-award the contract to the next lowest Qualified Bidder for those states.

3. Non-Performance of the Contract.

DigitalEdge uses the Administrative Fees collected from all Awarded Bidders to market the Contract and to increase visibility of the Awarded Bidders, thus increasing the opportunity of sales for the Awarded Bidders through the Contract.

Because the materials submitted by the Awarded Bidders in their "Narrative of Responsibility" were used to evaluate the Bidder and identify the Bidder as "qualified," the Awarded Bidder is obligated and expected to perform the Contract in a high-quality manner, and to carry out all Contract requirements as defined and listed in the Scope of Work, Post-Award Requirements, and Terms and Conditions in the Contract. Non-performance of the Contract occurs when the Awarded Bidder does not fulfill those obligations.

Matters of non-performance include, but are not limited to:

- ~~a. Lack of any generated sales through the DigitalEdge Contract by the fourth (4th) reporting period after the award of the contract;~~

~~b. Lack of any generated sales for two months in a row, beginning with the fifth (5th) reporting period after the award of the Contract.: (ADDENDUM #3 CHANGE)~~

- a. Lack of any generated sales through the DigitalEdge Contract in each state awarded by the fourth (4th) reporting period after the award of the contract ;
- b. Lack of any generated sales for two months in a row in each state awarded, beginning with the fifth (5th) reporting period after the award of the Contract.

Remedy for Non-Performance.

The Bid Administrator reserves the right in their sole discretion to *apply any of the following remedies alone or in combination for non-performance* of the DigitalEdge Contract:

- a. Require the Bidder to write, submit and execute a plan of improvement that meets the approval of the Bid Administrator.
- b. Suspend the Awarded Bidder's rights under the DigitalEdge Contract until the Bidder shows evidence of performing the duties and responsibilities defined in the Scope of Work, Post-Award Requirements, and Terms and Conditions.
- c. Require the non-performing Bidder to post a performance bond on all future bids.
- d. Terminate the DigitalEdge Contract, discontinue the Awarded Bidder's participation in the DigitalEdge Program, and re-award the contract to the next lowest Qualified Bidder for those states.

4. Determining the Remedy.

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

- a. Whether the nature of the dispute is a **material** violation, a **non-material** violation, or a matter of **non-performance** of the Contract;
- b. The number of non-material or non-performance violations committed by the Awarded Bidder during the term of the Contract.
- c. Information submitted by the Bidder regarding the alleged violation or matter of non-performance;
- d. The impact of the following factors:
 - Nature and degree of harm caused to ESD 112 or the DigitalEdge program;
 - Nature and degree of harm caused to the Purchasers;
 - Financial detriment or benefit experienced by Bidder or its agent;
 - Likelihood of similar violations.

4. 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 (3) years. Disputes regarding the decision to terminate an Awarded Bidder's contract are subject to the dispute resolution process described in this document.

Public Record.

All bids and documents 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 Bid Administrator for further information.

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. 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 bid products for the DigitalEdge Contract price when it sells its products to the eligible Purchasers named in the states identified in this bid, until the expiration of the Contract. The Contract term is from the date of award until December 31, 2010, unless the Contract is extended or a replacement Contract is awarded.
3. **Role.**
ESD 112 shall in no way whatsoever incur any liability in relation to the specifications, delivery, payment or any other aspect of purchases by Purchasers.
4. **Cost of Bid Preparation.**
The Bid Administrator shall not pay or reimburse Bidders for the development, presentation or provision of any bid or portion of the bid in response to this Invitation to Bid.
5. **Bid Withdrawal.**
No Bidder may withdraw his/her bid after the hour set for the opening thereof, or thereafter, before award of the Digital Edge Contract, unless award is delayed for a period exceeding 60 days from the bid opening date. If the award of the DigitalEdge Contract is delayed for more than 60 days due to a protest, the Administrator may invite all Bidders to agree to extend their bid until the protest is resolved, or may reject all bids.
6. **Security.**
Educational Service District 112 shall not require Bidders to furnish a bid bond at the time of opening or a performance bond after award. 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. **Resellers, Distributors and Agents.**
 - The resellers, distributors or agents identified in the Awarded Bidder's bid that will be performing obligations that are 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.

- The **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.
- The **Awarded Bidder 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.**

Upon award of a Contract, the Awarded Bidder shall assign the Contract number of ESD112-DE-09 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 (3) 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

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Addenda	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 Call of Bids.
Administrative Fee	The amount the Awarded Bidder pays ESD 112 that is equal to three (3) percent of the price that a Purchaser pays.
Audio-Visual Equipment	Technology products that enhance the delivery of a lesson or presentation by providing a rich visual and auditory experience. In this document it includes solutions identified in the <i>Scope of Work</i> .
Authorized Agent	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 in this case.
Average Net Bid Price of Equipment	An amount calculated by adding all the <i>market basket</i> and <i>non-market basket</i> net bid prices in a manufacturer's equipment sub-category and dividing the sum by the number of items listed.
Award	The acceptance of a bid and creation of a contract with a Bidder.
Awarded Bidder	A Bidder that is awarded a DigitalEdge Contract.
Amendment	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” Stock	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.
Base Price	The MSRP in the manufacturer's currently published product and price sheet, to which the Bidder offers a percent of discount that results in a net bid price.
Bid	A written offer to perform a contract to supply goods or services in response to an Invitation for Bid.
Bid Administrator	The ESD 112 employee that is responsible for conducting a specific bid and administering the bid.

Bid Evaluation	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 successful Bidder.
Bid Form	A document that a Bidder is required to complete when submitting a bid.
Bid Opening	The formal process through which bids are opened and the contents revealed for the first time.
Bid Recap	A list of all responsive bids in a manufacturer's product category.
Bidder	A company or business that submits a bid.
Cabinet Member	The highest level of ESD 112 administrators that report directly to the ESD 112 Superintendent.
Competition	The process by which two or more Bidders vie to secure the business of a Purchaser by offering most favorable terms as to price, quality, delivery and/or service, or other terms stated in the Invitation to Bid.
DigitalEdge Contract	The agreement that exists when ESD 112 accepts the bid and awards the contract for instructional technology and audio-visual equipment and related products.
DigitalEdge Program	A purchasing program at ESD 112 that includes instructional technology and audio-visual equipment and related products.
Discount	A percent of allowance or reduction from the base price (MSRP) that is published in the entire manufacturer's current product and price sheet.
Dispute	An unresolved disagreement between the Awarded Bidder and the Bid Administrator that arises after the award has been made.
Effective Date of Award	The date that performance of the contract shall start.
ESD 112	The abbreviation for Educational Service District 112, located at 2500 NE 65 th Avenue, Vancouver, WA 98661.
FOB Destination	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.
Formal Sealed Bid	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.
Instructional Technology Products	Technology solutions that are used in teaching and learning environments and that enhances presentations and instruction. In this document it includes solutions identified in the <i>Scope of Work</i> .

Interlocal Agreement	An agreement between two or more public agencies that is entered into in accordance with state laws that applies to the public agencies.
Letter of Intent to Award	The official announcement to the Bidder that the DigitalEdge intends to award them a DigitalEdge contract.
Lowest Bidder	The Qualified Bidder offering the best discount or mark-up that results in the lowest average net bid price of equipment in a manufacturer's product category.
Manufacturer Product Categories	A genre of instructional technology products and audio-visual equipment and related products (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 category offered by a single manufacturer). See the list of product categories in the section entitled <i>Scope of Work</i> .
Manufacturer Product Sub-Categories	A subdivision of the manufacturers' product category that has common differentiating characteristics. Sub-categories include: equipment, supplies and accessories, warranty and maintenance, and network components.
Market Basket	A defined list of specially selected products identified and understood by the Bidder as the products most commonly purchased. The selected list of products must have lower net bid prices than non-market basket items.
Non-Market Basket	All products that are identified and not listed within the market basket.
Marketing Materials	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.
Mark-up	A percent of increase from the Bidder's cost that is published in the entire manufacturer's current product and price sheet.
Monthly Sales Report	A document that an Awarded Bidder submits to the Bid Administrator 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.
MSRP	Acronym for Manufacturer's Suggested Retail Price.
Narrative of Bidder Qualifications	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.
Net Bid Price	The final adjusted bid price for products in the entire manufacturer's currently published price document (i.e. price sheet) by applying a percent of discount or a mark-up to that price. The net bid price includes all required overhead costs.

Offer and Acceptance Form	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 award is made.
Product and Price Sheet	A publication that lists the manufacturer, effective date, product category, model number, part number, product description, base price (MSRP) or Bidder's cost, percent of discount or mark-up, and their net bid prices that are awarded in each entire manufacturer's product category.
Protest	A Bidder's written objection to a decision made by the Bid Administrator during the bid evaluation process, and results in a review by a higher-level Review Team.
Public Bid Opening	The event that is advertised in the published Invitation to Bid, and by which bids are opened and read aloud for the first time in the presence of anyone who wishes to attend.
Qualified Bidder	Bidders that have provided evidence in the initial screening process as being responsible and responsive.
Responsible	Having the following attributes, as described in RCW 43.19.1911 (9): <ul style="list-style-type: none"> • 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; • 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.
Related Products	Products, in general, that can be used for instructional or presentation purposes.
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.