



PURCHASING POWER FOR  
21ST CENTURY SCHOOLS

**DigitalEdge**



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Educational Service District 112 • 2500 NE 65<sup>th</sup> Ave. • Vancouver, WA 98661 • Phone 360.952.3415 • Fax 360.696.3099 • M-F • 8:00am-5:00pm PST

*INVITATION TO BID ON*  
**BUNDLED SOLUTIONS FOR  
WIRELESS MOBILE DEVICES**

*CONTRACT NO. ESD 112-DE-14B*

**BIDS DUE: JUNE 30, 2014**

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On the Internet at [digitaledge.esd112.org](http://digitaledge.esd112.org)

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### Bid Materials

*These materials can be viewed and/or downloaded from the **Invitation to Bid** web page under the **Vendors** menu:*

- This Invitation to Bid #ESD112-DE-14B ..... Online
- Bid Forms ..... Online
- All Addenda (as they become necessary and available) ..... Online
- Video Recording of Mandatory Bidders’ Conference (Webinar) ..... Online
- Questions and Answers ..... Online

### Post-Award Materials

*These materials shall be available for download on the **Vendor Contract Resources** web page after awards are made:*

- Template for Ordering Instructions / Return Policy / Web Site Requirements ..... Online
- Form for Marketing Print Materials ..... Online
- Form for Marketing Promotions through Power Deals and E-Mail Blasts..... Online
- Bidder Request for Reduction of Administrative Fees..... Online
- Contract Price Verification Form..... Online
- DigitalEdge Monthly Sales Report..... Online



May 23, 2014

# Invitation to Bid

**Bid No. ESD112-DE-14B**

## **Notice to Manufacturers, and Authorized Resellers and Distributors of Wireless Mobile Devices and Related Solutions**

Notice is hereby given that Educational Service District 112 (ESD 112), Vancouver, WA shall receive formal sealed bids on bundled solutions for wireless mobile devices. Bids shall be submitted to the DigitalEdge Purchasing Specialist at Educational Service District 112, 2500 NE 65th Avenue, Vancouver, WA 98661 by 4:30 p.m. on or before June 30, 2014. Bids shall be opened and publicly read on July 1, 2014 at 8:30 a.m. at ESD 112. All interested persons may attend.

This ITB is provided on behalf of the following states: WA, OR, CO, ID, MT, AK, HI, NM, CA, NV, UT, WY. The ITB and bid forms will be located on the Internet at [digitaledge.esd112.org](http://digitaledge.esd112.org) on May 23, 2014, and published in newspapers of general circulation pursuant to applicable laws.

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

Bids shall be sealed, addressed, and marked as follows:

**EDUCATIONAL SERVICE DISTRICT 112  
ATTENTION:  
DIGITALEdge PROCUREMENT CONTRACT SPECIALIST  
2500 NE 65TH AVENUE  
VANCOUVER, WA 98661-6812**

\*\*\*\*\*

**CONFIDENTIAL: DO NOT OPEN  
SEALED BID ENCLOSED  
DIGITALEdge BID No. ESD112-DE-14B**

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

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

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

**Bid Timeline for Bid No. ESD112-DE-14B**

<b>Date and Time</b>	<b>Event</b>
Weekend of May 23, 2014.....	Invitation to Bid released at <a href="http://digitaledge.esd112.org">digitaledge.esd112.org</a> (under Vendor menu)
Friday, June 5, 2014 .....	<b>Mandatory Virtual Bidders' Conference</b> at 10:00 a.m. Pacific Time <i>The link to this virtual meeting will be posted in the vendor area on the DigitalEdge ITB web site, and interested Bidders are advised to sign up for this virtual meeting before this date. **See additional information below.</i>
Thursday, June 12, 2014 .....	Last day for Bidders to submit requests for general information about this Invitation to Bid to the DigitalEdge Procurement Contract Specialist
Tuesday, June 17, 2014.....	Last day for ITB revisions/addenda to appear on the web page
Monday, June 30, 2014.....	Bids are due to ESD 112 by 4:30 p.m. Pacific Time <i>It is recommended that Bidders ensure arrival by 4 :00 p.m. to prevent unexpected delays in getting them time-stamped.</i>
Tuesday, July 1, 2014 .....	Public Bid Opening at 8 :30 a.m. Pacific Time Educational Service District 112 (Cowlitz Room) 2500 NE 65th Avenue, Vancouver, WA 98661
July 1 to July 11, 2014 (Estimated).....	Bid Evaluation Period
Friday, July 11, 2014 (Estimated) .....	Letters of Intent to Award (emailed to Bidders)
Monday, July 14 to Friday, July 18, 2014 (Estimated) .....	Protest Period (5 business days in duration)
Friday, July 18, 2014 (Estimated) .....	Final Letters of Award, absent any protests <i>Letters shall be emailed to Awarded Vendors after 5 :00 p.m.</i>
Wednesday, July 23, 2014 .....	Mandatory Virtual Meetings with Awarded Bidders (10 :00-noon or 1 :00-3 :00, Pacific Time) <i>It is advised that Bidders mark their calendars now.</i>
Tuesday, July 29, 2014 (Estimated).....	All Post-Award documents are due to the DigitalEdge Procurement Contract Specialist by 5 :00 pm (Pacific Time)
Thursday, July 31, 2014 (Estimated) .....	Effective Date of Contract #ESD112-DE-14B <i>Awarded Vendors shall have all Post-Award documents submitted to the DigitalEdge Procurement Contract Specialist before engaging in Contract activities.</i>

The schedule for this Invitation to Bid is subject to change. Any changes regarding the Bid Timeline shall be issued in written addenda and found on the Invitation to Bid web page under the **Vendor menu** at <http://digitaledge.esd112.org>.

**\*\*REGARDING THE MANDATORY BIDDERS' CONFERENCE:**

**Attendance at the Bidders' Conference is mandatory in order to be eligible to receive an award for a Contract.** It is beneficial to interested bidders, and serves the following purposes:

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

*Prior to attending the virtual meeting, download the Invitation to Bid and the Bid forms from the web site at [digitaledge.esd112.org](http://digitaledge.esd112.org) and read the entire Invitation to Bid. Have all bid materials with you at the virtual meeting, as they will not be provided, and be prepared in advance with any questions regarding their contents.*

## AUTHORIZATION AND BACKGROUND

### Intent and Purpose.

The DigitalEdge at Educational Service District 112 (ESD 112) makes purchasing contracts available to Eligible Purchasers in the states named in this Invitation to Bid. The intent of the DigitalEdge Contract is to provide a convenience contract from which Eligible Purchasers can purchase from a large range of bundled solutions for wireless devices at competitively bid prices.

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

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

### Authorization.

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

### Background.

The DigitalEdge at ESD 112 is responding to a request by districts to publish competitive bids for classroom technology solutions. The intent of this Invitation to Bid is to produce a contract that provides bundled solutions for wireless mobile devices to K-20 schools and public agencies at highly competitive prices and in a manner that meets state purchasing laws for their organizations. ESD 112 is acting as the bidding agent on behalf of all of the Eligible Purchasers.

### Eligible Bidders.

For consideration, Bidders shall be authorized resellers that can provide **all products and services requested on the bid forms** in the states included in their offer, and that are able to carry out the scope of work, post-award requirements and the terms and conditions of this Contract in the state(s) in which they are authorized and willing to sell DigitalEdge products to the Eligible Purchasers. **Please Note:** All Awarded Bidders on Contracts #ESD112-DE-12 and #ESD112-DE-13A shall be current and in good standing with the DigitalEdge office in order to be eligible to receive an award for Contract #ESD112-DE-14B.

### Eligible Purchasers.

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

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



Membership is not required for Purchasers to be able to participate in this Contract. All interested organizations are advised to check their governing laws and to obtain their own legal counsel to determine eligibility for purchasing products from the DigitalEdge Contract.

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

**Marketing.**

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

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

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

- **Power Deals.**

The DigitalEdge provides a web site entitled *Power Deals* whereby Awarded Bidders can advertise special promotions on awarded products, with a specific start and end date.

- **DigitalEdge App.**

The DigitalEdge provides a free app (for iOS and Android devices) that includes information about products, pricing, Power Deals, purchasing instructions, and more. Notifications are used for up-to-date announcements about new products or activities that are of interest to the Eligible Purchasers.

- **E-Mail Blasts.**

The DigitalEdge office maintains mailing lists of district technology directors and purchasing managers in the twelve states named in this Contract. The DigitalEdge Procurement Contract Specialist sends out e-mail blasts to these key decision-makers in the states in which that Awarded Bidder received a Contract.

- **Social Media.**

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

- **Other DigitalEdge Marketing.**

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



**Communication with Awarded Bidder.**

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

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

**Visibility for the Awarded Bidder.**

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

## IMPORTANT INFORMATION FOR BIDDERS

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

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

1. Bidders shall notify the DigitalEdge Procurement Contract Specialist of any ambiguity, inconsistency, or error which they may discover upon examination of the ITB documents. Bidders shall familiarize themselves with the requirements and instructions, and shall send an e-mail to **digitaledge.specialist@esd112.org** regarding any concern no later than the date specified for this in the timeline. The submittal of a bid constitutes acceptance of specified products and procedures as sufficient and satisfactory.
2. Bidders may inquire about general information pertaining to this Invitation to Bid by sending an e-mail to **digitaledge.specialist@esd112.org** no later than the date specified for this in the timeline. All inquiries and responses shall be posted on the Invitation to Bid web page, located under the **Vendor menu** of the DigitalEdge web site at **digitaledge.esd112.org** no later than the date specified for this in the timeline.
3. Any substantive interpretation, correction or modification to the Invitation to Bid documents shall be made by written Addendum. Addenda shall be made available the Invitation to Bid web page under the **Vendor menu** at **digitaledge.esd112.org**. Interpretations or corrections of, or changes to the ITB documents made in any other manner shall not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
4. Addenda shall be posted no later than the date specified for this in the timeline.
5. It is the Bidder's responsibility to check the DigitalEdge web site for Addenda. Addenda shall not be sent out by e-mail; they shall only appear on the DigitalEdge web site at **digitaledge.esd112.org**.
6. Bidders shall complete and sign the form on Page 1 of **all** addenda, and shall include each form with the bid materials, as per the Bidding Instructions in this ITB.

### 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 prior to submitting a bid.

1. **Contact Information.**  
Technical or programmatic questions about the DigitalEdge program at ESD 112 or this Invitation to Bid shall be directed to the DigitalEdge Procurement Contract Specialist via e-mail at **digitaledge.specialist@esd112.org**.
2. **Following Directions.**  
Following directions in submitting a bid is an indicator of a Bidder's responsiveness to this Invitation to Bid. Bids that are not submitted in accordance with the bid submission requirements and instructions may be rejected.



3. **Clarity of Responses.**

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

4. **Coordination of Efforts.**

Bidders that divide efforts within their organizations to complete the bid documents are advised to review all bid documents for clarity, accuracy and completion. Bid documents that have conflicting or missing information within their bids, or bids that are completed in a manner that makes it impossible to compare against other bids, shall be rejected.

5. **Careful Planning of Submission.**

Bidders are advised to plan the submission of their bids well in advance of the deadline, to avoid unanticipated delivery problems that are out of the control of the Bidder or the DigitalEdge office. 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.***

6. **Bid Forms.**

Bidders shall use the DigitalEdge Bid Form for ITB #ESD112-DE-14B that are currently available for download on the Invitation to Bid web page, located under the **Vendor menu** on the DigitalEdge web site at [digitaledge.esd112.org](http://digitaledge.esd112.org). Bidders shall submit no more than one set of bid forms for the manufacturers of the device and cart combinations they are bidding. ***Bidders that do not use the correct DigitalEdge bid forms for submitting their bid(s) shall be evaluated as non-responsive and their bid(s) shall be rejected.***

**BIDDERS ARE ADVISED TO  
REVIEW THEIR BIDS FOR  
CLARITY, ACCURACY AND  
COORDINATED EFFORTS  
BEFORE SUBMITTING  
THEIR BID MATERIALS**

## SCOPE OF WORK

This Invitation to Bid requests the most competitive prices from authorized resellers or agents who can provide all of the bundled solutions requested in this Invitation to Bid for wireless mobile devices from a variety of manufacturers to Eligible Purchasers. Bidders are advised to consider their purchasers' needs, and to select products of a high quality and that show promise for their educational uses. For tech specs that meet the Smarter Balanced Assessment Consortium's requirements for wireless devices, see <http://tinyurl.com/SBAC-tech-req>.

### 1.0 **Desired Solutions.**

#### 1.1 **Basic Bundles.**

DigitalEdge is seeking basic bundles that include wireless devices (specifically Chromebooks and wireless tablets), charging and syncing carts, and in the case of Chromebooks, the Chrome OS management license. To provide purchasers with options, DigitalEdge is seeking entry-level carts, mid-level carts and high-end carts for each device bid.

#### 1.2 **Delivery-Ready Services.**

DigitalEdge is seeking bids on services that the bidder can provide and that can be included in the bundles so that the devices can be delivered "ready-to-use." Services include asset-tagging, laser-engraving or etching, and auto-enrollment (for Chromebooks). Purchasers will have the option of including these services with their Basic Bundles.

#### 1.3 **Smarter Balanced Assessment Consortium (SBAC) Accessories.**

The Smarter Balanced Assessment Consortium (SBAC) has published specifications for wireless devices and the accessories that are (or will eventually be) required. DigitalEdge wishes to assist Eligible Purchasers by seeking bids on external keyboards, headphones and headsets.

#### 1.4 **Bidder's Choice of Additional Bundle Solutions.**

DigitalEdge is seeking bids on additional solutions that can be combined with the Basic Bundles that will meet the needs of the Purchasers. This gives the Bidders an opportunity to consider their Purchasers' needs and previous requests, and add them to their bid. Examples include protective covers for the wireless devices offered in their Basic Bundles, wireless access points, networked printers, additional accessories for wireless devices and/or carts that were offered in the bid, and other solutions that will enhance a bundle that they are offering.

### 2.0 **Authorized Resellers.**

Bidders shall be Authorized Resellers of all products and services they offer in their bids.

### 3.0 **Contract Period.**

The initial term for Awarded Contracts shall be from the date noted on the Final Letter of Award, to December 31, 2015, with the option to extend the Contracts for additional six-month or one-year terms, for up to four additional years, which could extend the Awarded Contracts to December 31, 2019.

#### 3.1 **Contract Extension.**

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

#### 3.2 **Right to Re-Bid.**

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

## INSTRUCTIONS FOR BIDDING

DigitalEdge is seeking specific information and data from Bidders in response to this Invitation to Bid. This Invitation to Bid and all related forms and documents shall be available for download by following the link on the DigitalEdge home page at [digitaledge.esd112.org](http://digitaledge.esd112.org). Use the Vendor pull-down menu and choose **ITB #ESD112-DE-14B**.

The bid form is available in Microsoft Excel format on the web site named above. All of the bid forms in a single Microsoft Excel file with a calculated score that appears on Form A shall be referred to as a (1) **a bid**, and (2) **a set of bid forms**. Individual forms in a set can be located and accessed by clicking on the worksheet tab at the bottom of the Microsoft Excel window. Bidders shall use a separate set of bid forms for different and unique combinations of wireless devices and cart manufacturers.

**1.0 Part 1 of the Bid: Bidder Information Documents (located in Appendices A-D of this Invitation to Bid).**

Each Bidder shall provide one and only one set of documents that provide information about their company and their ability to:

- carry out the Post-Award Requirements and Terms and Conditions of Contract #ESD112-DE-14B;
- provide general information to the DigitalEdge office about the Bidder's participation in Contract #ESD112-DE-14B, if awarded a Contract;
- promote the DigitalEdge Contract as a vehicle for their purchasers' educational technology needs;
- abide by the Terms and Conditions of Contract # ESD112-DE-14B.

Bidders that were awarded a Contract in response to ITB #ESD112-DE-14A (May, 2014) may note the exceptions in Section 1.0 of **Instructions for Submitting Bid Materials**.

**2.0 Part 2 of the Bid: Overview of the Bid Forms in Microsoft Excel.**

Bidders shall use the bid forms for ITB #ESD112-DE-14B to submit their company's contact information and their bidding information, and to make their offers.

2.1 The Bidder shall use one set of bid forms for a unique combination of manufacturers of wireless devices and charging/syncing carts. (For example, the bidder would use one set of bid forms where the device manufacturer is Company A and the cart manufacturer is Company B, and would use a separate set of bid forms where the device manufacturer is Company A and the cart manufacturer is Company C.)

2.2 The bid forms are in an MS Excel file, and they collect two types of data. Forms A through C provide the DigitalEdge office with contact information, information about how the company is bidding, some assurances, and the final bid score that is calculated from the eight Basic Bundles worksheets. The Bidder shall use the remaining forms to make offers on the requested solutions:

**2.2.1 Basic Bundles for Chromebooks (2).**

There are two worksheets for Basic Bundles for Chromebooks, carts and OS management licenses. Bidders shall complete at least one worksheet for Basic Bundles for Chromebooks, but are encouraged to complete both. Chromebook models on each of the two worksheets shall be different. Bidding requirements are located at the top of the worksheets. The pricing on these worksheets contribute to the bid's score on Form A.

- 2.2.2 **Basic Bundles for Tablets (6).**  
There are six worksheets for Basic Bundles for tablets and carts. Bidders shall complete at least one worksheet for Basic Bundles for Tablets, but are encouraged to complete more than one. Tablet models on each of the six worksheets shall be different. Bidding requirements are located at the top of the worksheets. The pricing on these worksheets contribute to the bid's score on Form A.
- 2.2.3 **Delivery-Ready Services (1).**  
There is one worksheet for Delivery-Ready Services. Bidders shall complete this worksheet in its entirety. Bidding requirements are located at the top of the worksheet. Pricing on these services shall not be included in the bid's final numerical score, but these services are included on an awarded contract.
- 2.2.4 **SBAC Accessories (1).**  
There is one worksheet for SBAC Accessories. Bidders shall complete this worksheet in its entirety and shall make the minimum offers noted in the bidding requirements for each type of accessory. Bidding requirements are located at the top of the worksheet. Pricing on these solutions shall not be included in the bid's final numerical score, but the number of solutions listed on this worksheet shall be a factor in identifying the lowest bidder. Please see the Evaluation Section of this Invitation to Bid. These solutions are included on an awarded contract.
- 2.2.5 **Bidders' Choice (1).**  
There is one worksheet for Bidders' Choice. Bidders have the option of completing this worksheet, but it is encouraged. Bidding requirements are located at the top of the worksheet. Pricing on these solutions shall not be included in the bid's final numerical score, but the number of solutions listed on this worksheet shall be a factor in identifying the lowest bidder. Please see the Evaluation Section of this Invitation to Bid. These solutions are included on an awarded contract.
- 2.3 **Using the Bid Forms in a Single MS Excel File to Submit a Bid.**  
Bidders shall use the bid forms in a single MS Excel file to make offers on solutions for devices from a single manufacturer and carts from a single manufacturer. The manufacturer for the Chrome OS management licenses, SBAC accessories, and Bidders' Choice solutions may be from third party manufacturers.
- 2.3.1 Bid forms are protected, and some cells are locked to ensure the consistent collection of bid data.
- 2.3.2 Bidders shall fill out Forms A through C for each set of bid forms. Forms B and C are not protected; Bidders who offer more than one bid may copy and paste data on those forms.
- 2.3.3 Bidders shall only bid on solutions that are available at the time of this bid.
- 2.3.4 Entry-level, mid-level and high-end carts that are required on the Basic Bundle forms shall be determined by the cart manufacturer, and shall be verified on the Cart Manufacturer's Support Form.

- 2.3.5 Bidders shall offer straight bid prices on each type of bundle and solution they offer.
- 2.3.6 Bid prices for each solution offered in the bid shall include the following:
  - 2.3.6.a A Contract administration fee of 1.5% for all sales realized or generated under or as a consequence of DigitalEdge Contract #ESD112-DE-14B.
  - 2.3.6.b The cost of shipping and handling expenses to a Purchaser's "Ship To:" address. Shipping shall be FOB: Destination. The following exceptions shall apply:
    - 2.3.6.b1 The shipping and handling of carts shall not be included in the bid price. At the time of a purchase, the Awarded Bidder may add shipping and handling for charging and syncing carts. Shipping and handling shall be added as a separate line item. Shipping shall be FOB: Destination.
    - 2.3.6.b2 The shipping and handling of wireless devices to Alaska and Hawaii shall not be included. At the time of a purchase, the Awarded Bidder may add shipping and handling for wireless tablets to these two states. Shipping and handling shall be added as a separate line item. Shipping shall be FOB: Destination.
  - 2.3.6.c All overhead costs.
- 2.3.7 Bid prices shall not include any applicable sales tax. Sales tax, if applicable, shall be added after awards are made, and shall appear as a separate line item on the quote and invoice to the Purchaser.
- 2.3.8 All bid prices shall be the same in every state that is included in the bid. Bidders shall use Form A of the bid forms to identify the states in which they are authorized to sell the manufacturer's products at Contract prices.
- 2.3.9 To help the Eligible Purchasers meet their state's purchasing requirements, all bids shall reflect a more competitive price than regular published educational pricing. Bids that offer Contract pricing that is equal to or greater than pricing through regular educational channels shall be rejected. Bidders shall be able to provide evidence, if requested, that their bid prices on the bundled solutions are more competitive than regular educational pricing would be.
- 2.3.10 The Awarded Bidder agrees that the resulting Contract prices shall not exceed the prices that the Proposer offers to sell the same or substantially similar solutions 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.
- 2.3.11 Bidders shall be authorized resellers of all products and services they are offering in and for their bundles, and shall be able to provide evidence, if requested.
- 2.3.12 Bids that require exceptions shall be rejected.

## INSTRUCTIONS FOR SUBMITTING BID MATERIALS

To ensure that every bid receives a fair evaluation, Bidders shall organize their bid materials according to the instructions below for easy comparison with competitive bids.

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

Each Bidder that was not awarded a contract for Contract #ESD112-DE-14A shall submit ***one and only one*** three-ring binder (one-inch thick). The binder shall include a sleeve or pocket for a CD or flash drive, and tabbed dividers that are organized, labeled and sequenced in the following manner:

\_\_\_\_\_ **Tab #1: Bidder's Qualification Form (Appendix A at the end of this ITB)**

***EXCEPTION:*** *Not required of Awarded Bidders for Contract #ESD112-DE-14A (May, 2014).*

Bidders shall respond to all questions and provide all data required on this form. In addition to providing hard copies of these materials in the binder, the Bidder shall include pertinent files in PDF format on the required CD or flash drive.

**Letter of Evidence (prepared by Bidder, if applicable)**

As per the Bidder's Qualification Form, some Bidders may need to submit a letter of evidence that they can provide local, personal assistance in the states for which they are submitting bids. In addition to including a printed and signed letter of evidence behind this tabbed section of the binder, the Bidder shall include the letter in PDF format on the required CD or flash drive.

\_\_\_\_\_ **Tab #2: Non-Collusion Form (Appendix B at the end of this ITB)**

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

\_\_\_\_\_ **Tab #3: Offer and Acceptance Form (Appendix C at the end of this ITB)**

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

\_\_\_\_\_ **Tab #4: Signed Addenda (Located on the DigitalEdge web site)**

Bidders shall complete the form on Page 1 of all addenda, and shall place only the signed form (Page 1) for each addendum, in sequential order, in this section. In addition to providing hard copies of these signature pages for the addenda, the Bidder shall include these files in PDF format on the required CD or flash drive.

\_\_\_\_\_ **Tab #5: Bidder's Current Business License and Federal ID Number (Provided by the Bidder.)**

***EXCEPTION:*** *Not required of Awarded Bidders for Contract #ESD112-DE-14A (May, 2014).*

Bidders shall place a copy of their company's current business license and federal ID number in this section. In addition to providing a hard copy of this document in the three-ring binder, the Bidder shall include this file in PDF format on the required CD or flash drive.

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

Each Bidder shall submit **one sealed envelope per set of bid forms**. The envelopes shall be labeled as follows:

**Format:**

Cart Manufacturer: abc  
Wireless Device Manufacturer: xyz  
Bid by: <Name of Bidding Company)

**Example:**

Cart Manufacturer: Maplegate  
Wireless Device Manufacturer: Trendling  
Bid by: Northstar, Inc.

**Each sealed envelope shall contain all of the following:**

\_\_\_\_\_ **All bid forms in a set (Available in MS Excel, downloadable on the DigitalEdge ITB web page.)**  
Bidders shall submit a complete set of bid forms for each unique combination of wireless device and cart manufacturers.

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

\_\_\_\_\_ **Product Specification or Description Sheets (Provided by the Bidder.)**  
Bidders shall supply materials that describe each product offered in or for a bundled solution.

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

\_\_\_\_\_ **Cart Manufacturer's Support Form (Available in MS Word format on the DigitalEdge ITB web page.)**  
Bidders shall include this signed form from the manufacturer of the charging and syncing carts offered in the bid, providing evidence that the manufacturer selected the carts that were bid as "entry-level," "mid-level" and "high-end" carts. This form shall display an original signature of the company representative of the cart manufacturer.

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

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

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

4.0 **Packing the Bid Materials**

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

5.0 **Sending the Bid Materials**

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

6.0 **Recommended Communication.**

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

## BID EVALUATION

Bids shall be evaluated by key DigitalEdge staff. Contracts shall be awarded to the lowest responsive, responsible (qualified) Bidders as defined in Section 2.0 below. To be eligible for evaluation, evidence is required for the following:

- The Bidder shall have attended the mandatory Pre-Bidder's Virtual Conference.
- The Bidder shall be able to provide all solutions requested on the bid forms (with the exceptions of Bidders' Choice).
- The bid shall have arrived on time.
- The bid shall materially satisfy all requirements found in this Invitation to Bid. Bids with deviations or exceptions to the requirements or Terms and Conditions of this Invitation to Bid may be disqualified from consideration, even if the Bidder considers them necessary.

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

A **responsive Bidder** is a Bidder that submits a bid that conforms in all material respects to the instructions, terms and conditions, and other requirements of this Invitation to 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 Appendix A: The Bidder's Qualification Form.

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

### Bid Evaluation.

#### 1.0 Initial Screening.

Key DigitalEdge staff shall conduct an initial screening to identify the Qualified Bidders, and shall review all materials submitted by the Bidder to evaluate evidence of their responsiveness and responsibility.

#### 1.1 Bid Materials.

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

#### 1.2 Bidder's Qualification Form.

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



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

The goal shall be to identify the **Lowest Qualified Bidder** for bids with identical combinations of wireless devices and cart manufacturers. For the purpose of this Invitation to Bid #ESD112-DE-14B, the **Lowest Qualified Bidder** shall be the Bidder that achieves the **lowest score** (to the hundredth) in each state for their bid on bundled solutions.

A “bid” shall be considered the **totality** of all offers made and submitted on a single set of bid forms. All bid prices on the eight “Basic Bundle” forms shall produce a total score for that bid that appears on Form A of a set of bid forms. Bids with identical manufacturers of carts and wireless devices (on Form A of the bid forms) shall be evaluated and compared to identify the **Lowest Qualified Bidder**.

2.1 **No competing bids.**

A responsive, responsible Bidder that submits a bid for bundled solutions, **absent of any other competitive bids** with the identical manufacturers of carts and wireless devices, shall be awarded without further evaluation, provided that all requirements of this Invitation to Bid are met.

**Example:**

*If the bid submitted by Northstar on Maplegate’s charging carts and Trendling’s wireless devices has no competing bids, and the DigitalEdge office has determined that Northstar is a responsive, responsible Bidder, then Northstar, Inc. shall receive the award for their offer on their bundled solutions for this specific combination of manufacturers.*

2.2 **Competing Bids.**

When two or more Bidders submit a bid with identical manufacturers of wireless devices and carts, a thorough evaluation of the bid prices and bid scores that are automatically calculated on Form A of each bid shall take place, and the final bid score on Form A of each Bidder’s bid shall be recorded.

2.2.1 The Bidder whose bid results in the lowest total score on Form A (to the hundredth) shall be awarded the Contract. (See the exception in Paragraph 2.2.1.a.)

2.2.1.a DigitalEdge desires to offer Eligible Purchasers as many options as possible. Therefore, **a bid that offers more options by bidding more solutions on more forms within a set of bid forms** may be awarded the Contract, even if it has a higher score than a competing bid.

2.2.1.b The Awarded Bidder shall be the Lowest Bidder for as many states as it is offering to sell the product in, as indicated on Form A.

2.2.1.c The second lowest Bidder shall be given the option to be awarded to any remaining states that their offer includes.

2.2.1.d If there are still states that have not been covered by any Bidders, the award process shall continue in the same manner until all states are covered, if possible, or until the list of bidders for that manufacturer’s product category is exhausted.

2.2.2 If scores are tied between two or more competing bids, all Bidders that are tied shall be awarded Contracts in the states for which the tie exists.

2.2.3 A recording sheet shall be used to record and compare the scores for competing bids.

**3.0 Preliminary Award.**

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

**3.1 Letters of Intent.**

The DigitalEdge Procurement Contract Specialist shall issue a letter notifying all Bidders of the intent to award the Contract to the lowest responsible and responsive Bidder of each competing and non-competing bid in each state offered in the set of bid forms.

3.1.1 The Letter of Intent shall include the scores for competing bids in a manufacturer's group, and the states in which the award of a bid shall be made.

3.1.2 The bid shall not be formally accepted and a Contract shall not be officially awarded until Awarded Bidders receive the signed Offer and Acceptance Form after the Protest Period has ended.

**3.2 Non-Responsive Bids.**

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

**4.0 Protests.**

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

**4.1 Basis of Protest.**

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

4.1.1 Errors in identifying and accepting products that meet the bid requirements; and/or

4.1.2 Errors in computing the score; and/or

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

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

4.1.5 Failure to comply with applicable law.

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

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

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

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

4.2.3 Any relevant exhibits or evidence supporting the protest;

4.2.4 Description of the relief or corrective action requested.

**4.3 Protest Procedure.**

Protests that are a matter of Paragraphs 4.1.1 through 4.1.3 shall be resolved at the program level, if possible. Bidders that wish to protest about these matters shall submit their protest in writing and e-mail it to the DigitalEdge Procurement Contract Specialist at [digitaledge.specialist@esd112.org](mailto:digitaledge.specialist@esd112.org). A review of the protest shall be made by the DigitalEdge Program Director and the DigitalEdge Procurement Contract Specialist.

Protests shall be filed in accordance with the following procedures if they are unresolved protests for matters described in 4.1.1 through 4.1.3, or if the protest is a matter of bias, discrimination or conflict of interest (4.1.4); or failure to abide by applicable school bid law (4.1.5):

- 4.3.1 Protests shall be submitted in writing or e-mail and addressed to the DigitalEdge Procurement Contract Specialist at ESD 112, within five business days after receiving a copy of the Letter of Intent to Award.
- 4.3.2 Upon receiving a letter of protest, the DigitalEdge Program Director at ESD 112 shall convene a group of three Cabinet members to serve on a Review Team.
- 4.3.3 The Review Team shall hear the protest within five business days of receiving the protest, except when holidays prevent that from being possible. In those situations, the review shall take place as soon as reasonably possible.
- 4.3.4 The Review Team shall hear presentations by the Protester and the DigitalEdge Program Director, and shall seek answers to their questions.
- 4.3.5 The Review Team may take up to three business days to render a decision and to send a letter to the Protestor and the DigitalEdge Program Director.
  - 4.3.5.a If the Review Team's decision is in favor of the DigitalEdge, awards shall be made two business days later.
  - 4.3.5.b If the Review Team's decision is in favor of the Protestor, the final award of Contracts is delayed until the protest is resolved.

**4.4 Judicial Review.**

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

**5.0 Award of Contracts.**

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

## POST-AWARD REQUIREMENTS

In order to be eligible for an award, Bidders shall demonstrate in their Bidder's Qualification Form that they can meet the following requirements and provide the following services for this Contract.

The Awarded Bidder shall attend one of the mandatory virtual meetings listed in the timeline on Page 4 of this ITB to discuss all Scope of Work and Post-Award requirements, including:

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

No sales can be made to Eligible Purchasers until (1) the effective Contract date identified in the Final Letter of Award, and (2) the date that all required Post-Award Materials are submitted to the DigitalEdge office. Refer to the estimated timeline on Page 4 of this ITB. Modified timelines that result from longer bid evaluations or protest periods shall prevail over the estimated timeline on Page 4.

#### 1.1 **Evidence of Mandatory Insurance.**

The Awarded Bidder shall submit a Certificate of Insurance and Copies of Insurance Policies for the following to the DigitalEdge Procurement Contract Specialist by the deadline listed on Page 4 of this ITB:

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

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

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

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

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

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

Attn: DigitalEdge Procurement Contract Specialist  
Contract No. ESD112-DE-14B  
Educational Service District 112  
2500 NE 65th Avenue  
Vancouver, WA 98661-6812

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

### 1.2 **Completed Template for Ordering Instructions/Return Policy/Web Site Info.**

After awards are made, the Procurement Contract Specialist shall issue a template to all Awarded Bidders that provides guidance for providing the DigitalEdge office with information about the

Bidder's ordering instructions, return policy and web site information. The template shall be in Microsoft Word format for easy completion by the Awarded Bidder. This document shall be returned to the DigitalEdge Procurement Contract Specialist in Microsoft Word format via e-mail by the due date listed in the timeline on Page 4 of this ITB.

**2.0 Local, Personal Assistance.**

Awarded Bidders shall provide local, personal support and assistance to Purchasers, where "local" and "personal" means that the pre- and post-sale support and assistance shall be available on-site when requested by the Purchaser.

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

Bidders or their agents shall have personnel that are available to provide the following kind of local, personal assistance and to carry out the following responsibilities in the states for which they receive an award:

- 2.1.1 Meet with Purchasers onsite when requested;
- 2.1.2 Provide current manufacturer catalogs and/or DigitalEdge Product and Price Lists;
- 2.1.3 Provide demonstrations in person or via webinars;
- 2.1.4 Assist Purchasers with product evaluation and selection;
- 2.1.5 Provide basic training when requested;
- 2.1.6 And generally provide a high level of customer service.

**2.2 Response Time.**

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

**3.0 Purchasing Process and Documentation.**

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

**3.1 Referring Purchasers to Governing Laws.**

Purchasers shall refer to their own governing laws and/or obtain their own legal advice to determine what actions shall be taken to purchase via the DigitalEdge Contract. ESD 112 shall execute an Interlocal Agreement with any Purchaser that requests one by contacting the DigitalEdge office by phone or e-mail.

**3.2 Procedures.**

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

- 3.2.1 At the time of the Award, the DigitalEdge Procurement Contract Specialist shall provide the Awarded Bidders with a template to use for their ordering instructions. An Awarded Bidders' ordering instructions shall include all required information on the template.

- 3.2.2 Purchasers shall work with the contact person published in the DigitalEdge marketing materials to get the necessary information or assistance that is pertinent to placing an order for awarded DigitalEdge products they wish to purchase.
- 3.2.3 Awarded Bidders shall provide all Purchasers with a price quote for the desired items **at or below the DigitalEdge Contract price**, and any pertinent shipping and handling costs.
  - 3.2.3.a Basic bundles can be quoted with no additional products or services.
  - 3.2.3.b Basic bundles may include delivery-ready services and/or SBAC accessories and/or Bidders' Choice solutions. Bidders shall guarantee the same or better pricing when bundling these additional solutions.
  - 3.2.3.c Awarded Bidders **shall NOT** quote and sell delivery-ready services and/or SBAC accessories and/or Bidders' Choice solutions apart from a basic bundle.
- 3.2.4 Awarded Bidders shall provide Eligible Purchasers with complete and accurate instructions on how to initiate the transaction in a manner that protects purchasers from audit findings. This information is provided in the template or ordering instructions that is completed by the Awarded Bidder at the time of the award.
- 3.2.5 Awarded Bidders shall fill the order and ship the products directly to the Purchaser at the "Ship to" address on their purchase order. No action shall be taken by the Awarded Bidder on the transaction until the purchase order is received at their office. Purchasers shall not be responsible for payment of any unauthorized or undocumented purchases.
- 3.2.6 Awarded Bidders shall correct any order discrepancies.
- 3.2.7 Awarded Bidders shall invoice the Purchaser directly at their "Bill to" address on the purchase order. All invoices shall be itemized and shall include the purchase order number on them. The Purchaser shall only pay for items that are delivered and acceptable. The Purchaser shall make the payment directly to the Awarded Bidder.

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

##### 4.1 **Delivery Hours.**

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

##### 4.2 **Delays in Shipping.**

If the Awarded Bidder anticipates an unexpected delay, the Awarded Bidder shall inform the Purchaser of the anticipated delivery date in writing or by phone. Purchaser has the option of canceling the purchase order or accepting the new delivery date.

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

Awarded Bidders shall deliver products **FOB: Destination** (seller retains title and control of goods

until they are delivered and the contract of carriage has been completed and the bill of lading has been signed by the Purchaser) to specific locations in the states named within this bid.

**4.4 Express Shipping.**

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

**4.5 Shipping Errors.**

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

**4.6 Special Delivery.**

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

**4.7 Required Packing List.**

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

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

**5.1 Lower Prices.**

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

**5.2 Volume Purchases.**

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

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

5.2.2 To be eligible to request such a reduction:

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

5.2.2.b The Awarded Bidder may demonstrate additional price reductions. (The inclusion of value-added services in the adjusted Contract prices shall not be considered an equivalent of a monetary reduction to the Contract price.)

- 5.2.3 Upon receipt of a request for a reduction in the administrative fee, the DigitalEdge Procurement Contract Specialist shall utilize a published table with required criteria for reducing the administrative fees. The table shall be downloadable from the vendor area of the DigitalEdge web site. The DigitalEdge Procurement Contract Specialist shall have up to five business days to approve a reduction. Most often, it is approved within 48 hrs.
- 5.2.3.a Any variation from required criteria shall be returned to the requesting Bidder, who has the option of correcting the error and re-submitting the request.
- 5.2.4 Once a request for a reduction in administrative fee is approved, the Awarded Bidder shall quote the exact adjusted Contract price to the Purchaser that is noted on the approved request form. All final paperwork shall quote and note this approved adjusted price.
- 5.2.4.a The Awarded Bidder shall send the DigitalEdge Procurement Contract Specialist a copy of the final quote that is sent to the Purchaser and that is a result of the reduced administrative fee.
- 5.2.4.b Paperwork that does not consistently quote this approved adjusted price shall result in applying the full administrative fee to that volume sale, even though an adjustment in administrative fee was approved.
- 5.2.4.c The Awarded Bidder shall track their approved reductions of administrative fees on the monthly sales reports. If reductions are not claimed on the sales reports, the DigitalEdge office shall assess the full administrative fee to the Awarded Bidder. No refunds or credits shall be given by the DigitalEdge if the Awarded Bidder fails to claim their reduced administrative fee on their reports.
- 5.3 **PowerDeals (Special Promotions).**  
Awarded Bidders may ask the DigitalEdge to market their specials and promotions on awarded bundles and solutions through the use of the DigitalEdge PowerDeals web site, the DigitalEdge app, and through email blasts to district technology directors in the states where the bundle or solution was awarded.
- 5.3.1 The request form shall include pertinent data about the special promotion of the awarded bundle or solution, and shall be submitted to the DigitalEdge Procurement Contract Specialist in Microsoft Word format. The request shall be approved before the **PowerDeal** web page is created and launched.
- 5.3.2 Promotional items shall be on the current DigitalEdge Bid Price Document that the DigitalEdge Procurement Contract Specialist has on file.
- 5.3.3 The DigitalEdge requires up to five business days for approval. Most often, it is approved within 48 hrs.
- 6.0 **Marketing and Communication Requirements.**  
DigitalEdge promotes Awarded Bidders' products on the Contract in accordance with the description in the Background section of this document. However, the Awarded Bidder shall agree that the DigitalEdge of ESD 112 does not guarantee any sales to Eligible Purchasers. Awarded Bidders shall aggressively market



their DigitalEdge products to generate sales. By submitting a bid, the Bidder is agreeing to participate fully in all marketing activities in this section (Section 6.0).

**6.1 Logos and Banner Advertising.**

- 6.1.1 All communication and marketing activities conducted by Awarded Bidders that reference the DigitalEdge Contract shall utilize the DigitalEdge logo.
- 6.1.2 Awarded Bidders shall provide the DigitalEdge Procurement Contract Specialist with its company logo, as well as manufacturer logos, in high and low resolution for use in DigitalEdge marketing materials and on the DigitalEdge web site, as well as photos of awarded products. Exact specifications shall be worked out individually.

**6.2 Web Site with Contract Information.**

Awarded Bidders are required to provide a DigitalEdge-specific web site. The web site shall be operational prior to the launch date noted on the timeline on Page 4 of this ITB. The Awarded Bidder shall report its URL to the DigitalEdge Procurement Contract Specialist prior to the launch date.

- 6.2.1 The DigitalEdge office shall provide a template for the Awarded Bidder to use as they develop their DigitalEdge web site. After awards are made, the template shall be downloadable from the vendor area on the DigitalEdge web site and the Awarded Bidder shall provide all required information on the template.
- 6.2.2 The DigitalEdge web site shall be able to link directly to the Bidder's web site, and the Bidder's web site shall link back to the ESD 112 DigitalEdge web site.
- 6.2.3 Awarded Bidders have the option to use a method to screen users of their DigitalEdge web site. Bidders that use such a method shall provide the DigitalEdge office with a login and password, or other instructions for gaining access to their DigitalEdge web site.
- 6.2.4 Failure to provide information required on the template may result in the **suspension** of the processing of orders until the conditions of the DigitalEdge Contract are met. Continued errors or omissions in maintaining accurate and up-to-date information on the Awarded Bidder's DigitalEdge-specific web site may result in **termination** of the DigitalEdge Contract.

**6.3 E-Mail Blasts.**

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

- 6.3.1 The DigitalEdge Procurement Contract Specialist shall provide Awarded Bidders with a form that requests the data required for an e-mail blast. Forms shall be available on the Vendor's area of the DigitalEdge web site after awards are made. Sample e-mail blasts include:
  - 6.3.1.a Announcements of new bundles on the Contract
  - 6.3.1.b Products or bundles on promotion (PowerDeals)
  - 6.3.1.c Discounts on discontinued items

- 6.3.2 The DigitalEdge requires up to five business days for approval. Most often, it is approved within 48 hrs.
- 6.3.3 When sending out an approved e-mail blast to Eligible Purchasers with a message related to the DigitalEdge or an awarded product, the Awarded Bidder shall send a carbon copy of the e-mail to the DigitalEdge Procurement Contract Specialist at [digitaledge.specialist@esd112.org](mailto:digitaledge.specialist@esd112.org). The DigitalEdge Procurement Contract Specialist shall assist with disseminating the e-mail to various e-mail lists in the pertinent states.
- 6.4 **Marketing Brochures, Flyers and Catalogs.**  
All marketing materials (print-based and electronic) that advertise awarded products on the DigitalEdge Contract shall be subject to review by the DigitalEdge office, and shall require approval based on the DigitalEdge Marketing Criteria and Approval Form that is downloadable from the vendor area on DigitalEdge web site.
- 6.5 **Demonstrations at Technology Forums.**  
Awarded Bidders may receive individual invitations to conduct additional demonstrations of awarded products at ESD (or other) technology forums. Participation in these technology forums is optional, but encouraged.
- 7.0 **DigitalEdge Price Documents.**  
Bidders shall keep the DigitalEdge office up-to-date on the status, availability and pricing on awarded products, discontinued products, replacement products, and newly added products, and all of the Contract pricing, at all times. Awarded Bidders shall provide the DigitalEdge office with the required documentation described in Section 7 sub-sections below within 15 days of the change. Bidders that are not in compliance with this requirement shall be subject to actions described in the Contract Administration section of this Invitation to Bid.
- 7.1 **No Reminders.**  
Awarded Bidders shall not rely on reminders from the DigitalEdge office.
- 7.2 **Product Life Span.**  
When an awarded solution in or for a bundle reaches its end-of-life while on the Contract, the Bidder shall replace it with an equal or better model, if available.
- 7.2.1 Awarded Bidders shall submit a current manufacturer price list when replacement products are added to the Contract.
- 7.2.2 If no replacement model is available, the Awarded Bidder shall make a note of that in the Comments section of the Contract Price Verification Form.
- 7.2.3 All revisions shall be subject to approval by the DigitalEdge office.
- 7.3 **New Bundle Solutions.**  
Awarded Bidders may add new solutions for bundles for which they received an award.
- 7.3.1 The Awarded Bidder may create new bundled solutions for wireless mobile devices that include new carts and/or new devices from the manufacturers that were awarded, provided that the Contract prices are more competitive than regular education channels.

- 7.3.2 Awarded Bidders shall use the comments section of the Contract Price Verification Form to highlight new bundle solutions and their Contract prices.
- 7.3.3 Awarded Bidders shall submit a current manufacturer's price list or the Bidder's cost sheet for all pertinent manufacturers when new bundle solutions are added to the Contract.
- 7.3.4 Newly added bundle solutions and their Contract prices are subject to review and approval by the DigitalEdge office, and may require a discussion with the Awarded Bidder before adding them to the Contract.
- 7.4 **Changes in Award Price.**

Contract prices shall be kept current with the DigitalEdge office and shall reflect the current market conditions. All proposed changes in Contract prices are subject to approval by the DigitalEdge office.

  - 7.4.1 Contract prices of the bundle solutions shall decrease when there is an improvement in the market conditions for any or all of the solutions.
  - 7.4.2 Contract prices may only increase when the market conditions result in harm to the Awarded Bidder. "Harm" is defined as "circumstances that prevent an Awarded Bidder from generating an adequate margin in order to carry out the business of making a sale."
    - 7.4.2.a To request relief from harm, the Awarded Bidder shall submit a letter of request to revise the price of the awarded solution, with a clear and concise explanation of why relief from harm is requested. The Awarded Bidder shall also include the manufacturer's published price sheet or the Bidder's cost sheet when the letter is submitted as justification for the request.
    - 7.4.3.b An Awarded Bidder may request relief from harm no more than twice per calendar year.
- 7.5 **Random Price Audits by the DigitalEdge Office.**

The DigitalEdge office shall conduct random price audits of Bidders' pricing on a monthly basis to ensure that the Eligible Purchasers are benefitting from the Contract. Price audits may include a review of reported sales, a request for documentation from the Awarded Bidder, or other methods. Awarded Bidders shall provide all requested documentation to the DigitalEdge office within three business days of the request.
- 8.0 **DigitalEdge Monthly Sales Report.**

Awarded Bidders shall track purchases of products awarded on the DigitalEdge Contract that are made by Eligible Purchasers and that quote the Contract #ESD112-DE-14B on the purchasing document (purchase order or visa requisition). The Awarded Bidder shall use the Monthly Sales Report Form which can be downloaded from the Vendor's Resources page on the DigitalEdge web site.

  - 8.1 **Contract Sales.**

Awarded Bidders shall provide the DigitalEdge Procurement Contract Specialist with a monthly sales report for **all sales generated under or as a consequence of DigitalEdge Contract #ESD112-DE-14B.**
  - 8.2 **No Sales.**

Awarded Bidders that generate no sales during a month shall still submit a sales report for that month.

8.2.1 When an Awarded Bidder has had no sales in one or more states for four consecutive months, the DigitalEdge Procurement Contract Specialist shall call a meeting of the Awarded Bidder and the Program Director, and a decision shall be made as to whether to continue the Awarded Bidder's Contracts in those states, terminate the Contract in those states, or award Contract to the next lowest Bidders of those manufacturer's product lines in those states. Once a Contract is terminated in a state, it shall not be re-instated.

8.3 **Single Reporting Source.**

The Awarded Bidder shall submit the DigitalEdge Monthly Sales Report on behalf of all agents of the Awarded Bidder, from a single reporting source.

8.4 **Schedule.**

The Awarded Bidder shall send the report to the DigitalEdge Procurement Contract Specialist by the 15<sup>th</sup> day of the following month of sales for which the Purchasers have been invoiced.

8.4.1 Awarded Bidders shall not rely on reminders from the DigitalEdge office.

8.4.2 The Awarded Bidder shall send the DigitalEdge Monthly Sales Report electronically, via e-mail to the DigitalEdge Procurement Contract Specialist, in an unprotected and unaltered Excel spreadsheet.

8.5 **Confirmation of Data.**

Upon receipt of the DigitalEdge Monthly Sales Report, the DigitalEdge office shall review and analyze the report, record the data, and confirm the amount due to ESD 112 for administrative fees. The party that reports the sales shall be the party that remits payment of the administrative fees.

9.0 **Payment of Administrative Fees.**

Awarded Bidders shall pay ESD 112 an amount equal to 1.5% of sales on awarded products that are a direct result or consequence of DigitalEdge Contract #ESD112-DE-14B, unless a reduction of administrative fees has been pre-approved by the DigitalEdge office.

9.1 **Remittance.**

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

9.2 **References.**

Bidders shall reference the following information on their remitted checks:

9.2.1 The DigitalEdge Contract and Contract number (ESD112-DE-14B).

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

9.3 **Sample Schedule.**

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

For sales completed during the month of:	The monthly sales report is due to the DigitalEdge Procurement Contract Specialist no later than:	The DigitalEdge Procurement Contract Specialist confirms the administrative fees no later than:	Administrative fees are due to ESD 112 no later than:
February	March 15	Last day in March	April 15

10.0 **Requests for Documents.**

10.1 **Requests for Information.**

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

10.2 **Record Archival.**

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

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

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

## CONTRACT ADMINISTRATION

**1.0 Contract Administration.**

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

**2.0 Representations.**

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

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

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

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

**4.0 Dispute.**

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

**4.1 Criteria for Dispute.**

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

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

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

**4.2 Dispute Procedure.**

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

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

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

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

5.1 **Material Violations.**

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

5.1.1 **Material Terms.**

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

- 5.1.1.a Misrepresenting product availability at the time of bid submission.
- 5.1.1.b Refusal to sell, or selling products to Eligible Purchasers at or below the DigitalEdge Contract price;
- 5.1.1.c Selling equipment or products that are not new and/or products that are not free of liens, or that are B stock, as defined in Section 8 of the Terms and Conditions;
- 5.1.1.d Refusal to comply with the Shipping, Delivery and Freight Terms as defined in Section 2.3.6 of the Instructions for Bidding, and Section 4.0 of the Post-Award Requirements;
- 5.1.1.e Including sales tax in the bid price, as defined in Section 2.3.7 in the Instructions for Bidding;
- 5.1.1.f Refusal, or continued tardiness in providing the DigitalEdge Procurement Contract Specialist with updated product and price revisions on the Contract Price Verification Form within 15 days of manufacturer's product and price changes, as defined in Sections 7.0 and 10.0 of the Post-Award Requirements;
- 5.1.1.g Refusal, or continued tardiness in providing the DigitalEdge office with price verification documentation during a DigitalEdge price audit, as described in Section 7.5 of the Post-Award Requirements.
- 5.1.1.h Refusal, or continued tardiness the monthly DigitalEdge Sales Report on a monthly basis, as defined in Section 8.0 of the Post-Award Requirements;
- 5.1.1.i Refusal, or continued tardiness in paying the 1.5% Administrative Fee on purchases, as defined in Section 9.0 of the Post-Award Requirements;
- 5.1.1.j Refusal to comply with all insurance requirements as defined in Section 1.1 in the Post-Award Requirements;
- 5.1.1.k Violation of any of the Bidder integrity provisions stated in Section 12 in the Terms and Conditions of this Invitation to Bid;
- 5.1.1.l The Awarded Bidder is under suspension or debarment, or are lawfully denied from participation in public procurement activities with Eligible Purchasers during the term(s) of this Contract.



5.1.2 **Remedy for Material Violations.**

In addition to any other rights set out elsewhere in the DigitalEdge ITB documents, requirements, terms and conditions, the DigitalEdge reserves the right to impose any combination of the following:

- 5.1.2.a Terminate the pertinent awarded product or product line by the manufacturer.
- 5.1.2.b Terminate the DigitalEdge Contract and end the Awarded Bidder's participation in the DigitalEdge Program.
- 5.1.2.c Award the Contract to the next lowest responsive, responsible Bidder for those states.
- 5.1.2.d Re-bid that pertinent manufacturer product line.

5.2 **Non-Material Violations.**

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

5.2.1 **Non-Material Terms.**

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

- 5.2.1.a Failure to perform the customer service requirements as defined in Sections 2.0 and 3.0 in the Post-Award Requirements;
- 5.2.1.b Failure to perform the marketing requirements as defined in Section 6.0 in the Post-Award Requirements;
- 5.2.1.c Missing the deadlines for submitting the monthly DigitalEdge Sales Report to the DigitalEdge Procurement Contract Specialist, as defined in Section 8.0 of the Post-Award Requirements; or the monthly remittance of Administrative Fees to ESD 112, as defined in Section 9.0 in the Post-Award Requirements;
- 5.2.1.d Failure to submit the Contract Price Verification Form within 15 days of a product or price change of an awarded product.
- 5.2.1.e Any other violation that is not in compliance with the DigitalEdge Contract, but does not create significant financial harm to ESD 112 or the Purchasers.

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

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

- 5.2.2.a Require the Awarded Bidder to write, submit and execute an improvement plan that meets the approval of the DigitalEdge Program Director.
- 5.2.2.b Suspend the Awarded Bidder's rights under the DigitalEdge Contract until the Bidder cures any violations and pays any penalties that have been imposed.
- 5.2.2.c Impose a financial remedy in an amount of up to \$1,000 per violation.
- 5.2.2.d Require the non-performing Bidder to post a performance bond on all future bids.
- 5.2.2.e Terminate the DigitalEdge Contract, discontinue the Awarded Bidder's participation in the DigitalEdge Program, and re-award the Contract to the next lowest responsive, responsible Bidder for those states.

**6.0 Debarment.**

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

**7.0 Public Record.**

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

## CONTRACT TERMS AND CONDITIONS

### Terms and Conditions.

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

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

- 1. Conformance.**  
Each bid shall conform to the special conditions, instructions to the Bidders, scope of work, post-award requirements and all bid forms within the Invitation to Bid as stated, all of which shall become part of the Contract documents.
- 2. Compliance.**  
By submitting a bid, the Bidder agrees to comply with DigitalEdge Contract terms, including offering the awarded products for the DigitalEdge Contract price when selling awarded products to the Eligible Purchasers named in the states identified in their bid, until the expiration of the Contract. The Contract term is the date stated in the Final Letter of Award until December 31, 2015, unless the Contract is extended or a replacement Contract is awarded.
- 3. Role.**  
ESD 112 shall in no way whatsoever incur any liability in relation to the specifications, delivery, payment or any other aspect of purchases by Purchasers.
- 4. Cost of Bid Preparation.**  
The DigitalEdge shall not pay or reimburse Bidders for the development, presentation or provision of any bid or portion of the bid in response to this Invitation to Bid.
- 5. Bid Withdrawal.**  
No Bidder may withdraw his/her bid after the hour set for the opening thereof, or thereafter, before award of the DigitalEdge Contract, unless award is delayed for a period exceeding sixty days from the bid opening date. If the award of the DigitalEdge Contract is delayed for more than sixty days due to a protest, the DigitalEdge Program Director 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. Products and Equipment.**

- 8.1 Products shall be new, with new serial numbers and made with components that meet manufacturer specifications.
- 8.2 No "B" stock or refurbished products may be bid or sold to Purchasers.
- 8.3 All products and equipment shall be free of liens.

**9. 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.

**10. 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.

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

The Awarded Bidder shall assign the Contract number of ESD112-DE-14B to be referenced on purchase orders submitted by Purchasers for DigitalEdge products.

**12. Awarded Bidder Integrity Provisions.**

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

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

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

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **Assignment.**

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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, families with children, honorably discharged veteran or military status, use of a trained guide or service dog, or the presence of any sensory, mental or physical disability. Inquiries regarding compliance and/or grievance procedures for the ESD may be directed to the ESD at its address above.

26. **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.

27. **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 an immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

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

## GLOSSARY OF TERMS

<b>Addenda</b>	Modifications or interpretations of the Invitation to Bid and the requirements contained therein that is prepared in response to properly submitted questions and comments. Addenda shall be available for review on the DigitalEdge web site. Bidders are required to carefully and completely review all Addenda because the Addenda may contain terms and conditions that once issued become elements of the Invitation to Bid.
<b>Administrative Fee</b>	The amount the Awarded Bidder pays ESD 112 that is equal to 1.5% of the purchase price of an awarded product that the Purchaser pays for.
<b>Authorized Agent</b>	A reseller, distributor or other dealer that is authorized and commissioned by a manufacturer that is bidding. Authorized agents are required to provide local, personal sales assistance and support to the Purchasers on behalf of the Awarded Bidder.
<b>Award</b>	The acceptance of a bid and creation of a Contract with a Bidder.
<b>Awarded Bidder</b>	A Bidder that is awarded a DigitalEdge Contract for a specific product and its related components that meet the specifications for a product category.
<b>Amendment</b>	For the purposes of a Contract, shall mean an agreement between the parties to change the Contract after it is fully signed by both parties. Such agreement shall be memorialized in a written document describing the agreed upon change including any terms and conditions required to support such change. An Order Document shall not constitute an Amendment to a Contract.
<b>“B” Stock</b>	Products that cannot be sold as new; they have been used and returned by either a previous Purchaser, or used by the Awarded Bidder in product demonstrations or displays, or used for some other purpose.
<b>Bid</b>	A written offer on a product that meets the specifications, and all of its related components that are requested on the bid form. Even though a product and its related components are included in a single bid, they are not to be considered a “bundle.” Purchasers may purchase a product or any related component separately from the Bidder that receives the award for that bid.
<b>Bidder’s Qualification Form</b>	A document that a Bidder is required to submit in response to the Invitation to Bid that addresses indicators of qualification and responsibility of that Bidder.
<b>Bid Evaluation</b>	The process of examining a bid after opening to determine the Bidder’s responsibility, responsiveness to requirements, and to ascertain other characteristics of the bid that relate to determination of the Lowest Bidder.
<b>Bid Form</b>	A document that a Bidder is required to complete when submitting a bid.
<b>Bid Opening</b>	The formal process through which bids are opened, and where the contents and some of the data are revealed for the first time.



<b>Bidder</b>	A company or business that submits a bid.
<b>Bundled Solution</b>	One of any combinations of products that, when combined together, create a total solution for the use of wireless devices in a manner that meets the needs of the Purchaser and increases the ease and convenience of the purchasing transaction.
<b>Cabinet Member</b>	The highest level of ESD 112 administrators that report directly to the ESD 112 Superintendent.
<b>Competition</b>	The process by which two or more Bidders vie to secure the business of a Purchaser by offering the most competitive price on technology products that meet specifications or requirements
<b>DigitalEdge Contract</b>	The agreement that exists when ESD 112 accepts the bid and awards the Contract for educational technology and audio-visual equipment and related products.
<b>DigitalEdge Procurement Contract Specialist</b>	The ESD 112 employee that is responsible for monitoring the Awarded Bidders' adherence to the Contract's Post-Award Requirements and the Terms and Conditions.
<b>DigitalEdge Program</b>	A purchasing program at ESD 112 that includes educational technology products and audio-visual equipment.
<b>DigitalEdge Program Director</b>	The ESD 112 employee that manages all aspects of the DigitalEdge Purchasing Program and Contract.
<b>Discount</b>	A percent of allowance or reduction from prices posted on the manufacturer's nationally published price sheet.
<b>Dispute</b>	An unresolved disagreement between the Awarded Bidder and the DigitalEdge Program Director that arises after the award has been made.
<b>Effective Date of Award</b>	The date that performance of the Contract shall start.
<b>ESD 112</b>	The abbreviation for Educational Service District 112, located at 2500 NE 65 <sup>th</sup> Avenue, Vancouver, WA 98661.
<b>FOB: Destination</b>	The seller retains title and control of goods until they are delivered and the contract of carriage has been completed and the bill of lading has been signed by the Purchaser. FOB=Free On Board.
<b>Formal Sealed Bid</b>	A bid that has been submitted in a sealed envelope to prevent its contents from being revealed or known before the public bid opening takes place.
<b>Extended Warranty</b>	A period of time <i>added</i> to the original warranty that is provided to the purchaser of an awarded product.

<b>Harm</b>	Circumstances that prevent an Awarded Bidder from generating an adequate margin in order to carry out the business of making a sale.
<b>Interlocal Agreement</b>	An agreement between two or more public agencies that is entered into in accordance with state laws that applies to the public agencies.
<b>Letter of Intent to Award</b>	The official announcement to the Bidder that the DigitalEdge intends to award them a DigitalEdge Contract.
<b>Lowest Bidder</b>	The Bidder that achieves the <b>lowest score</b> in each state for their bid on a manufacturer's solution that meets the specifications or requirements for a product category, and all of its related components.
<b>Marketing Materials</b>	Any paper-based or electronic products or methods that are used to distribute and advertise information about products available through ESD 112's DigitalEdge purchasing program. This might include, but not be limited to flyers and brochures, web pages, e-mail blasts, and other means of advertisement.
<b>Markup Over Cost</b>	A percent of allowance or increase from prices posted on the Bidder's cost sheet.
<b>Monthly Sales Report</b>	A document that an Awarded Bidder submits to the DigitalEdge Procurement Contract Specialist that includes data about products purchased through the DigitalEdge Contract during the previous month. The report is in MS Excel format, and includes the data described in the Post Award section of the Invitation to Bid.
<b>Offer and Acceptance Form</b>	A form that shall be signed and submitted by an authorized Bidder, expressing an offer to participate in the DigitalEdge purchasing program and the agreement to be bound by the terms and conditions of the Invitation to Bid if the bid is accepted and an award is made.
<b>Product Category</b>	The name assigned to a group of products within a manufacturer's product group that meet a unique set of specifications, features or requirements.
<b>Product Group</b>	A broad genre of products from a local, national or international manufacturer.
<b>Protest</b>	A Bidder's written objection to a decision made by the DigitalEdge Program Director during the bid evaluation process, and that results in a review by a higher-level Review Team.
<b>Public Bid Opening</b>	The event that is advertised in the published Invitation to Bid, and by which bids are announced and opened for the first time in the presence of anyone who wishes to attend.
<b>Responsible</b>	Having the following attributes, as described in RCW 43.19.1911 (9): <ul style="list-style-type: none"> <li>• The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;</li> <li>• The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;</li> </ul>

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

<b>Responsive</b>	Conforming in all material respects to the terms and conditions, the scope of work, technical specifications, and other requirements of a bid. Bids shall be responsive to receive award consideration.
<b>Review Team</b>	A panel of three Cabinet-level leaders at ESD 112 with the authority to endorse or retract decisions made at the program level.
<b>Revised Code of Washington (RCW)</b>	Compilation of statutory laws enacted by the state legislature. Organized topically into volumes, containing chapters and sections.
<b>Scope of Work</b>	Specific requirements, provisions or conditions that are peculiar to the Contract under consideration and are supplemental to the Terms and Conditions.
<b>Solution</b>	A product or service that can be combined with other products or services in this Contract.
<b>Warranty</b>	A written guarantee provided to the purchaser of an awarded product, usually specifying that the manufacturer shall make any repairs or replace defective parts free of charge for a stated period of time.
<b>Wireless Device</b>	A device that is not tethered to any other device or solution for its operation or functionality.

## APPENDIX A

Please respond to all of the questions below. Submit this document in the three-ring binder and on the CD.

### Bidder's Qualification Form

**INSTRUCTIONS:** Responses on the *Bidder's Qualification Form* provide evidence that a Bidder can dutifully and responsibly meet the requirements of Contract #ESD112-DE-14B, and is qualified to participate. All Bidders are required to submit this *Bidder's Qualification Form* in their three-ring binder. Bids that do not include this form shall be rejected. The data provided on this form shall be used to evaluate the responsibility of the Bidder as cited in RCW 49.19.1911(9) during the administrative screening of the bids.

\_\_\_ **Company Profile**

- 1) Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_
- 2) How long has your company been in business? \_\_\_\_\_
- 3) Does your company have the capacity and ability to supply the solutions and services that are required in this Invitation to Bid to the Eligible Purchasers on the date of award? Yes\_\_\_ No\_\_\_
- 4) Does your company have the capacity to provide the required support to carry out the scope of work and post-award requirements identified in the Contract? Yes\_\_\_ No\_\_\_
- 5) **Special Instructions:** Bidders that do not have offices in the states where they are bidding shall provide a letter of evidence that they have the capacity and means to (1) promote the DigitalEdge Contract in those states, and (2) provide local, personal assistance as described in Section 2.0 of the Post-Award Requirements.

\_\_\_ **Debarment:**

Has your company ever been debarred from participating in a contract?

\_\_\_ **Acknowledgements:**

Have you thoroughly read the ESD112-DE-14B ITB, which shall become the Contract, to develop a clear understanding of the Contract? Yes\_\_\_ No\_\_\_

Do you acknowledge that your resellers or sales agents **must know and understand** the scope of work described in the Post-Award Requirements section of this Invitation to Bid? Yes\_\_\_ No\_\_\_

\_\_\_ **Business References**

**List three (3) business references** from educational organizations or public agencies that speak to the quality of service and support your company provides. Complete the form below with the required information. Print legibly.

Organization	Contact Name	Title	Phone Number	E-Mail Address

\_\_\_ Signature, name and title of **authorized** company representative completing this form:

---

Official Signature
Printed Name
Printed Title
Date



APPENDIX B

Please respond to all questions below. Submit this document in the three-ring binder and on the CD.

Bidder's Non-Collusion Form

CONTRACT NUMBER..... ESD112-DE-14B
CONTRACT TITLE ..... Bundled Solutions for Wireless Mobile Devices

NON-COLLUSION STATEMENT:

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or other-wise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Educational Service District 112.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative SHALL be of an individual who legally may enter his/her organization into a formal contract with the State of Washington, Educational Service District 112.

COMPANY NAME \_\_\_\_\_ (Check one) \_\_Corporation \_\_Partnership \_\_Individual

NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ FEDERAL E.I. NUMBER \_\_\_\_\_

AFFIRMATION: Has your firm, any affiliate or reseller, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of a Federal, State or Local government suspension or debarment within the last five years?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, please explain \_\_\_\_\_

TO BE COMPLETED BY NOTARY PUBLIC

Notary Public completion section with fields for State, County, Notary seal, and dates.



**APPENDIX C**

Please respond to all questions below. Submit this document in the three-ring binder and on the CD.

**Bidder's Offer and Acceptance Form**

**Contract No. ESD112-DE-14B**

The undersigned hereby agrees to the requirements, terms and conditions of Invitation to Bid #ESD112-DE-14B for **Bundled Solutions for Wireless Mobile Devices**. The undersigned also represents and warrants any third party with whom they contract has been informed of the DigitalEdge Contract requirements, and agrees to comply with them.

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

\_\_\_\_\_  
Legal Name of Firm or Corporation

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Printed Name of Company Representative

\_\_\_\_\_  
Title of Bidder Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Legal Address of Bidder' Company (including address, city, state and zip code)

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

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

\_\_\_\_\_  
Federal Tax Identifier of Bidder's Company

\_\_\_\_\_  
E-Mail Address

**To the Bidder:**

Effective this \_\_\_\_ day of \_\_\_\_\_, 2014, ESD 112 is accepting the bid and awarding a DigitalEdge Contract to the Bidder named above for the Total Bundled Solution(s) for Wireless Mobile Devices identified in the attached Final Letter of Award. Bidder is contractually obligated to sell the bundled solutions for wireless mobile devices that are subject to this Contract Award to Purchasers in accordance with the requirements, and terms and conditions, in Contract #ESD112-DE-14B.

Educational Service District 112  
2500 NE 65<sup>th</sup> Avenue  
Vancouver, WA 98661

\_\_\_\_\_  
By Dr. Twyla G. Barnes, Superintendent (or Designee)