

INVITATION FOR BID

IFB Data

IFB Number: 02-03 CalSAVE IFB 01: Technology Catalog
NIGP Commodity Titles: 204, 206, 207, 208

IFB Contents Overview

The IFB has been divided into four (4) sections.

- Section I indicates Procedures to prepare a response.
- Section II states the general and agency specific Terms and Conditions.
- Section III indicates the Specifications for the bid items.
- Section IV incorporates the Forms used in the bid response.

IFB Legal Advertisement

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the Monterey County Office of Education, Monterey County, California, on behalf of participating local educational agencies within California until 3:00 PM, Monday, November 12th, 2002 for: 02-03 CalSAVE IFB 01: Technology Catalog.

All bids must be submitted to Monterey County Office of Education, 901 Blanco Circle, Post Office Box 80851, Salinas, CA 93912-0851, Attn: Director of Fiscal Services, in a sealed envelope marked "SEALED BID 02-03 CalSAVE 01" on the front of the envelope. Note that bidders must be able to provide products and services to local educational agencies throughout the State of California.

Each bid must conform and be responsive to this invitation. The specifications and all other documents comprising this bid ad must be accompanied by any security referred to therein.

A list of qualifications and specifications, instructions to bidders and bid forms may be obtained upon request by fax [831-753-7888], mail [Monterey County Office of Education, 901 Blanco Circle, Post Office Box 80851, Salinas, CA 93912-0851] or e-mail CalSAVE@monterey.k12.ca.us, or downloaded from the web [<http://www.CalSAVE.org>]. The Monterey County Office of Education reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, within state law, are for the best interest of the Monterey County Office of Education.

William D. Barr, Ed. D.

Monterey County Superintendent of Schools

Publication Dates: October 11, 2002, and October 18, 2002.

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I. Bid Procedures

A. Issuing Agency

The great advantage to this Invitation For Bid (IFB) is that one response may be prepared for award by the Monterey County Office of Education for use by participating local educational agencies (i.e., county offices of education and public and private schools) throughout the State of California. The Monterey County Office of Education (hereafter, "Agency") issues this IFB through its service, (CalSAVE).

B. Timelines

Publication of the IFB will occur on October 11, 2002, and October 18, 2002. The IFB will be available on the CalSave web site as of October 11, 2002, or the next working day. Mailing of the IFB to registered vendors will occur beginning October 11, 2002, or the next working day. Questions regarding the IFB may be submitted in writing until November 2, 2002. Bids must be received on or before Monday, November 12, 2002 by 3:00 PM local time.

C. Questions

Submit all questions about the IFB, in writing, referencing 02-03 CalSAVE Bid 01, to John Riley, Monterey County Office of Education, by mail to 901 Blanco Circle, P. O. Box 80851, Salinas, CA 93901, by email to jriley@monterey@k12.ca.us, or by fax to (831) 784-4167. Call John Riley at (831) 784-4162 to determine if addenda have been issued, or may request by mail, e-mail or fax to John Riley a copy of the questions and responses. Questions received less than three (3) days prior to bid due date will not be answered.

D. Bidder Qualifications

All bids must contain answers or responses to the items listed below. Any bidder failing to provide the required documentation may be considered non-responsive. One essential part of the bid evaluation process is for the Agency to qualify the company being considered. After the evaluation process is finished and a contract is awarded, the information may be provided to local educational agencies (LEAs) within California considering a purchase under the terms of the contract. This is your opportunity to present your company to Agency evaluators and, if awarded, staff of participating LEAs.

Bidders must be able to provide products and services to all participating LEAs in California. The bidder should have extensive knowledge and at least three (3) years experience with the installation and maintenance of the equipment, service, or software offered.

Public companies must provide their most recent yearly report to stockholders. All companies must answer the seven questions below:

1. Write a brief history of your company that includes the type of business and its philosophy of doing business. Generally, the Agency will not accept a bid from a business less than three (3) years old, or which has failed to establish a proven record of business to the California K-12 educational market. If the bidder has recently purchased an established business, or has proof of prior success in this business, or a closely related business, please provide written verification. Agency reserves the right to accept or reject newly formed companies based solely on information provided in this response, and from its own investigation of the company. Since any contract awarded by the Agency is a recommendation to schools to do business with the vendor, companies with little or no demonstrated ability to perform may be placing schools at risk.
2. Indicate the location of the headquarters of the company; provide address, city, and state. List any branch offices in the state of California. Note how long your company has provided the services/products you are proposing. Provide the name, title, qualifications and experience of the your employees, agents, and/or sales force that will work under this contract. Describe your company's facilities in terms of square feet, product output, and equipment available, number of service staff, and amount of inventory in stock on day-to-day basis. Being able to respond, provide service/product, and assist participating LEAs in a reasonable time line is a must.
3. A major problem often faced by companies awarded an Agency contract is rapid growth, followed by cash flow difficulties. For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures"). If you have and/or intend to assign payments to, or for factoring with a financial institution, please provide a list of name(s), contacts, and phone numbers. If you enter into any assignment agreements, will you sign a notarized power of attorney that grants the company receiving the assignment the right to endorse payments from the Agency? Please attach a sample assignment or factoring agreement with your bid if you intend to use these financial services. The fact that a company uses these services will not reflect on the credit stature of the Agency vendor. Since the Agency requires a 45-day term rather than the more traditional 30-days, such payment arrangements may be necessary.
4. Provide with this IFB a certificate of verification of comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Proof of insurance is required before any work can commence. You must provide a certificate that names Agency as a certificate holder and additional insured. Normally, this is a free service provided by an insurance company. Bonding may be required for construction projects; please provide documented evidence of your bonding capacity and bonding rate.
5. It has been Agency's experience that a gap often exists between the management (those who respond to IFB's) and sales staff (those who contact the public educational institutions) that results in problems. Indicate training received by your sales staff have that gives you confidence in their ability to serve the needs identified in this IFB. Name your key sales people who will be assigned this contract. Provide a brief description of each person's qualifications that includes title, work experience, educational background, and related skills.

6. CALIFORNIA COMPANY EXPERIENCE: Vendor must have K-12 public school district experience in California. List a minimum of three (3) K-12 public school districts in California who your company has had such experience with, that the County Office may contact for a reference. Failure to receive a positive reference will be grounds to find your bid nonresponsive.

<u>Account Name</u>	<u>Acct. Location</u>	<u>Contact Name</u>	<u>Phone Number</u>
---------------------	-----------------------	---------------------	---------------------

1. _____
2. _____
3. _____

7. STATE-WIDE LARGE ACCOUNT EXPERIENCE: Describe your company's experience with large cooperative purchasing agencies in other states. How has your company been successful? What would you do differently if given the opportunity?

E. Bid Submission

1. Preparation of the Bid Response

- a. All bids shall be on the forms provided, or on forms that duplicate the information in the exact order presented. Telegraphic bids, electronic mail, or fax machine bids shall not be considered.
- b. The person authorized to sign the bid must submit the Bid and Contract Award document with **original ink signature**. If a company or corporation submits the bid, an official or duly authorized agent shall sign the bid documents. Powers of Attorney, which authorize agents or others to sign bid forms, must be properly certified by resolution of the Board of Directors, attested to by the Secretary of the corporation, and attached to the bid document. Mistakes may be corrected prior to opening, but shall be initialed by the person signing the bid documents. Corrections and/or modifications received after the opening time will not be accepted.
- c. In case of an error in extension of prices in the bid, unit prices shall prevail.
- d. Periods of time, stated as a number of days, shall be in calendar days, not business days.
- e. It is the responsibility of all bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- f. The bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between Agency and a vendor requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission. Subjective judgment on the part of Agency evaluators is implicit in this process.

2. Format of Bid

- a. Two (2) originals of the bid response shall be submitted on the forms, and in the format contained in the IFB. The bid shall contain all descriptive literature, specifications, samples, etc. All bids shall be submitted in three-ring binders.
- b. The forms and format as contained in this IFB shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the order requested. All bids must be completed in ink, on a computer or be typewritten. No pencil submissions are allowed. Forms may be filled in by hand, but should be printed.
- c. In preparing a bid, a vendor should present a point-by-point response to each relevant term, special terms, consideration, or specification. Should the bidder take any

"exceptions" to this IFB, a summary of those items must be included in the response to be considered valid.

3. Contents of Bid

In order to insure that every bid receives a fair evaluation and comparison, it is required that each vendor organizes his/her bid in the following manner:

a. **Step One:** Obtain a three-ring binder and a set of six index dividers.

b. **Step Two:** Prepare your Table of Contents with the tabs in this order:

Tab 1: Introduction

- Signed Bid, Acceptance of Bid and Contract Award (page 29)
- Executive Summary (a one page description of what you are bidding on this contract and how it best meets Agency's needs)
- The Bid Affidavit Signature Page (with Notarized signature) (page 30)

Tab 2: Terms and Conditions

- Copy of General Terms and Conditions
- Acceptance of all General Terms and Conditions (page 35) (first line must be signed)
- Acceptance of Agency/State Specific Terms and Conditions (page 35) (second line must be signed)
- Acceptance of Special Terms and Conditions and Specifications (page 35) (third line must be signed)

Tab 3: Vendor Qualifications

- Stock holders report (if a public company) and
- Answers to questions 1-7 (pages 4-5)

Tab 4: Cost Submittal

- Prices (page 32)
- Additional price instructions

Tab 5: Required Forms

- Questionnaire for Bidder (pages 33-34)
- Bidder's Support for Agency Prices (page 36)

Required Categorical Responses

Tab 6: Bidder's Submission Check-Off Form and Bid Bonds

- Bidder's Submission Check-Off Form (page 37)
- Bid Bonds

- c. **Step Three:** Go to the last page of this IFB and complete the final check-off list. Sign it and place it after Tab 6. Send your bid so that it arrives on or before Monday, November 12, 2002 by 3:00 PM Pacific Standard Time.

Bids are to be submitted in a sealed envelope/package with the bid number, category, date and time of bid opening clearly marked on the outside.

- d. Step Four: Before you seal your bid, ask yourself this question, "Did I really give my best prices to the schools?" Be sure the cover sheet is signed, and that all forms are enclosed. After this verification, make a copy of the bid for yourself. Submit your bid as indicated below.

4. Location for Submission

Sealed bids will be received until 3:00 PM Pacific Standard Time on Monday, November 12, 2002, either hand delivered to the Office of the Director of Fiscal Services, Monterey County Office of Education, 901 Blanco Circle, Salinas, CA 93901, or by mail to the Monterey County Office of Education, Post Office Box 80851, Salinas, CA 93912-0851, Attn: Director of Fiscal Services.

F. Bid Award

1. Bid Review

Commencing on Monday, November 12, 2002 immediately after 3:00 PM Pacific Standard Time, bids shall be publicly opened and reviewed by the designated Agency representative. Recommendation of award and notification to all respondents will be made by December 30, 2002.

2. Evaluation Factors

To qualify as a responsive bidder, a bid must have been submitted on time, and materially satisfy all mandatory requirements identified throughout the IFB. To be considered responsive, a bid must substantially conform to all of the specified requirements in the IFB in the judgment of the Agency representative. Any deviation from requirements indicated herein must be stated on an attached sheet(s). Otherwise, it will be considered that bids are in strict compliance with all requirements, and any successful vendor will be held responsible therefore. Deviations or exceptions stipulated in vendor responses, while possibly necessary in the view of a particular vendor, may result in the bid being classified as non-responsive. Language to the effect that the vendor does not consider this bid to be part of a contractual obligation will result in that vendor's bid being disqualified. Due to the unpredictable nature of what any particular vendor may wish to stipulate with regard to exceptions, exclusions, or limitations of liabilities, vendors are forewarned that Agency reserves the right to classify a response as non-responsive if comments limit vendor performance. Terms of the IFB that any vendor considers particularly unwarranted, and to which that vendor would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations. Each bid will be evaluated according to the vendor qualifications listed below. A selection of "Yes" indicates the bid is responsive and a selection of "No" indicates the bid is non-responsive for that item.

a. Vendor Qualifications

Indicate either

- Yes No Copy of most current stockholders report (Page 3 for Public companies)
and
- Yes No Brief history of company that includes its philosophy of doing business (Page 4, Item 1)
- Yes No Company's location, key people, facilities, and ability to perform (Page 4, Item 2)
- Yes No Financial qualification and business stability (Page 4, Item 3)
- Yes No Verification of insurance and levels of coverage (Page 4, Item 4)
- Yes No Key sales people who will be assigned this contract (Page 4, Item 5)
- Yes No California Company References (Page 5, Item 6)
- Yes No State-wide large account experience (Page 5, Item 7)

b. Responses to Specific Requests

- Yes No Copy of General Terms and Conditions (Place after Tab 2)
- Yes No Acceptance of General Terms and Conditions (Place after Tab 2)
- Yes No Copy of Agency/State Terms and Conditions (Place after Tab 2)
- Yes No Acceptance of Agency/State Terms and Conditions (Place after Tab 2)
- Yes No Copy of Category Terms and Conditions and Specifications (Place after Tab 2)
- Yes No Acceptance of Category Terms and Conditions and Specifications (Place after Tab 2)
- Yes No Required Categorical Responses (Place after Tab 5)

c. Cost

- Yes No Listing of materials, services and products that meet or exceed specifications with related costs

3. Cost Considerations

The resultant contract between Agency and the contractor shall be for a fixed price or fixed discount off current retail price with indefinite quantity. Agency will not be liable for any cost in bid application.

4. Important Notice to Bidders

CalSAVE is service of the Monterey County Office of Education, providing needed education-related purchasing services to local educational agencies within California. Individual local educational agencies that participate in this service will prepare their own purchase orders to the vendors and interact directly with the vendors. Bids that require minimum purchases or minimum dollar amounts on a purchase order may be either rejected, or have very little business if accepted.

II. Terms and Conditions

A. General Terms and Conditions

Acceptable Quality Level (AQL): Agency expects that manufacturers in today's competitive market strive for zero defects per hundred units. The AQL for this contract is zero defects per hundred units; if the quality level falls below three (3) defective units per hundred delivered/installed, Agency reserves the right to cancel the contract following the procedures described in this solicitation. [Caveat venditor]

Advertising: Contractor shall not advertise or publish information concerning this contract prior to the award being announced by Agency. Once the award is made, the contractor may advertise to California LEAs that products/services are available.

Agency: Agency shall be the Monterey County Office of Education, which conducts this IFB through its service program, CalSAVE.

Amendment of Bid: A bid may be amended up to the time of opening by submitting a sealed letter to the place where the bids are received as indicated on the front of this solicitation.

Applicable Law: The laws of the State of California shall govern this contract, and suits pertaining to this contract may be brought only in courts in the County of Monterey and the State of California. Both parties agree that the Uniform Commercial Code, as adopted by the State of California, shall fully apply. Vendor shall comply with any and all laws, whether local, state, federal, tribal or otherwise, applicable to any aspect of the work to be performed in relation to the contract. It shall be vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

Arbitration: This contract is subject to arbitration only to the extent required by California's Public Contract Code.

Assignment: No right or interest in this contract shall be assigned or transferred by the bidder without prior written permission by Agency, and no delegation of any duty of the contractor shall be made without prior written permission by Agency. Agency shall not unreasonably withhold approval and shall notify the contractor within fifteen (15) days of receipt of written notice by the contractor.

Audit Rights: In accordance with applicable law of the State of California, the contractor's books and records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resultant agreement, is issued under the general authority of the state laws of California (see also Public Contract Code). In addition, California's Education Code and procurement policies of any participating LEAs are considered part of this contract.

Awarding of Contract: Agency reserves the right to award the entire contract to one bidder, multiple award, to reject any or all bids in whole or in part, to waive any minor formalities or irregularities in any bids, and to accept bids, which in its discretion and according to law may be in the best interest of participating LEAs. A response to this solicitation is a bid to contract with Agency based upon the terms, conditions, and scope of work and specifications contained in this request. A solicitation does not become a contract unless and until it is accepted by Agency. A

contract is formed when an Agency administrator and, if required, Agency Board approves and signs the Acceptance of Bid and Contract Award document, eliminating the need for a formal signing of a separate contract.

Bid Opening: Bids shall be opened at the time and place designated in this document and in a manner prescribed by the Agency. The name of each bidder shall be publicly read and recorded in the presence of witnesses.

Bidder/Contractor: The generic term for the firm that submits a response to this invitation shall be “bidder”. For the purpose of this solicitation, “bidders” will be considered “contractors” when the bid has received approval of Agency, and the response is accepted by Agency.

Bidder Acceptance Period: In order to allow educational agencies the opportunity to evaluate the bids, Agency requires that a bid in response to this solicitation be valid and irrevocable for ninety (90) days after opening time and date.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the bidder; brand names are used to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. However, Agency reserves the right to decide whether alternatives to the identified manufacturer and brand are in fact equal to the equipment described in the invitation. Agency’s decision shall be final.

Cancellation: Agency reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. Agency will issue written notice to the contractor for acting or failing to act in any of the following: 1) The contractor provides material that does not meet the specifications of the contract; 2) The contractor fails to adequately perform the services set forth in the specifications of the contract; 3) The contractor fails to complete the work required or to furnish the materials required within a reasonable amount of time; 4) The contractor fails to make progress in the performance of the contract and/or gives Agency reason to believe that the contractor will not or cannot perform to the requirements of the contract; 5) The contractor fails to observe any of the terms and conditions of the contract; 6) The contractor fails to follow the established procedure for purchase orders, invoices and receipt of funds as stipulated by the Agency. Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this IFB if the contractor files for bankruptcy protection, or is acquired by an independent third party. Each party shall follow the following procedure if the contract is to be terminated:

Step 1. Issue a warning letter outlining the violations and state the length of time (10 days in most states) to correct the problem(s).

Step 2. Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.

Step 3. Issue letter to cancel contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) business days to provide a satisfactory response to Agency. Failure on the part of the contractor to address adequately all issues of concern may result in contract cancellation. Contractor may cancel this contract upon thirty (30) days written notice to Agency prior to the intended termination date (or on the yearly anniversary of the bid). Any termination shall have no effect on projects that are in progress at the time the cancellation is received by Agency.

Captions, Headings and Illustrations: The captions, illustrations, headings and subheadings in this solicitation are for convenience, enjoyment and ease of perusal only and in no way define, limit or describe the scope or intent of the request.

Certificate of Insurance: Prior to commencing services under this contract, the contractor must furnish Agency certification from insurer(s) for minimal coverage, to be maintained in full effect during the term of this contract (see page 4). The contractor's insurance company shall issue the certificate with Agency named as the certificate holder. In addition, contractor must be willing to provide, upon request, certification of insurance to any California LEA using this contract. If the contractor will use vehicles and workers at the participating LEA's location, evidence of workmen's compensation and auto liability insurance must be provided.

Certification: By signature in the bid section of the Contract Award page, the contractor certifies: 1) The submission of the bid did not involve collusion or other anti-competitive practices; 2) The contractor shall not discriminate against any employee, or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246); 3) The contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid; and 4) The contractor agrees to promote and offer to participating LEA's only those materials and/or services as stated in and allowed under resultant contract(s) as Agency contract items.

Christian Doctrine: Any clause required by rule or regulation to be included in this contract will be read as if in this contract, whether or not physically included.

Clarification: As used in the solicitation, clarification means communication with a bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by Agency or as initiated by the bidder. Clarification does not give the bidder an opportunity to revise or modify its bid.

Competitive Range: Since Agency often receives many bids for one solicitation, it may be necessary to establish, as part of the evaluation process, a competitive range of acceptable bids for the purpose of further discussions. Bids not in the competitive range are unacceptable and not considered further.

Confidential Information: If a bidder believes that any or part of its bid should be withheld from public inspection, i.e., financial information, a statement advising Agency of this fact shall accompany the submission. Agency shall review the statement and shall determine in writing whether the information shall be withheld. If Agency determines to disclose the information, Garry Bousum, Director of Fiscal Services shall inform the bidder in writing of such determination.

Contract Type: 1) Fixed discount off retail or off published education/catalog price list; or 2) Fixed price with economic adjustment (bidder must identify in writing in this IFB any contingencies prior to approval). This is an indefinite quantity contract. A cost-plus-a-percentage-of-cost contract is prohibited. Request for a price adjustment must be submitted thirty (30) days prior to the annual renewal date. Justification for any adjustment shall be in writing and be accompanied by appropriate documentation. Any escalation that exceeds the CPI per contract year may be rejected unless market forces can be fully documented.

Contractor's Price List: The contractor shall furnish Agency with copies of the approved price list to facilitate participating LEAs in placing orders. Unless the contractor is the manufacturer, manufacturer's suggested retail prices (MSRP) shall be used to establish discount rates. Vendors of products without a MSRP or published price list must submit a fixed price contract.

Cooperative Purchasing Contracts: The Contractor agrees all the prices, terms, warranties and benefits granted by the Contractor to participating LEAs through this contract are comparable to or better than the equivalent terms being offered by the Contractor to any present customer meeting the same qualifications or requirement. If the Contractor shall, during the term of this Contract, enter into arrangements with any LEA in California that provide greater benefits or terms that are more favorable directly to the LEA, the Contractor agrees to notify Agency of the agreement.

Cost: The cost or price of a bidder's goods or services will not cancel out technical competence as identified in the specifications; cost is an important factor and its importance will increase as the degree of equality of technical competence between bids increases.

Cost of Bid Preparation: Agency will not reimburse the cost of developing, presenting or providing any response to this solicitation.

Current Products: All bids shall be for equipment, supplies, commodities and software in current production and marketed to the general public and educational/governmental agencies.

Default in One Installment to Constitute Total Breach: Vendor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Agency reserves the right to declare a breach of contract if the contractor delivers nonconforming materials to any participating LEA under this contract.

Delivery: It is desired that delivery be made within thirty (30) days of receipt of the purchase order. The bidder should list exceptions. Ownership occurs only upon receipt of goods in good condition.

Defective Goods: Vendor agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor must agree to arrange for return shipment of damaged goods.

Descriptive Literature and Brand Names: All bids are to include a complete set of the manufacturer's descriptive literature regarding the equipment and software offered. Brand names, trade names and/or catalog numbers used in the solicitation will be intended to describe and identify equipment and software.

Disbarment and Suspension By signature accepting Agency terms and conditions, bidder certifies on behalf of the company and its key employees that neither the company or its key employees have been proposed for debarment, debarred, or suspended by any state or federal agency.

Discontinued Products: In the event that the manufacturer discontinues a product or model, Agency will allow the vendor to substitute a new product or model if the pricing discount is at least equivalent to the discontinued product or model.

Estimated Quantities: Agency anticipates considerable activity resulting from this solicitation; however, no commitment of any kind is made concerning quantities actually to be acquired. Agency does not guarantee usage; usage depends on the actual needs of California LEAs and

marketing by the vendor.

Evaluation: In accordance with accepted standards of competitive sealed bid awards as set forth in the Public Contracts Code of the State of California, competitive sealed bid awards will be made to lowest responsive and responsible bidder. To qualify for evaluation, a bid must have been submitted on time, and materially satisfy all mandatory requirements identified in this document. To be considered responsive, a bid must reasonably and substantially conform to all the terms and conditions in the solicitation. Deviations or exceptions stipulated in vendor response, while possibly necessary in the view of the vendor, may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation will result in that vendor's bid being disqualified.

Exculpatory Provisions: All parties to this contract agree to save harmless one another from simple negligence.

Federal Requirements: Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor regulations (41 CFR Part 60)). In such projects, the contractor agrees to post wage rates at the work site and submit a copy of their payroll to the participating LEA for its files. In addition, to comply with the Copeland Act, the contractor must submit weekly payroll records to the participating LEA. The contractor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating LEAs that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the contractor. In projects that are not federally funded, vendor must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities

Force Majeure: Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; tsunamis; wind sheers; squalls; Chinooks; blizzards; hail storms; volcanic eruptions; meteor strikes; famine; sink holes; avalanches; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the

control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

Fungible Goods: Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a buyer until a separation of the purchased share has been made, delivered and received.

Gratuities: Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any employee of Agency with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Improper Delivery: Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this contract, the participating LEA may: 1) reject the whole; or 2) accept the whole; or 3) accept any commercial unit or units and reject the rest.

Indemnification: Contractor shall indemnify, defend, and save harmless Agency, from any and all claims, demands, suits, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Agency on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of contractor, its employees, agents, representative, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of Agency, or its employees.

Installation: Equipment that requires professional installation shall be installed within four (4) weeks of product delivery, unless the participating LEA asks that installation be delayed. Equipment shall be installed in accordance with the manufacturer's instructions.

Insurance: Prior to commencing any work, the contractor and any subcontractors shall procure, with the contractor (prime) and participating LEA as additional insured parties, and thereafter maintain, at its own expense, until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime. All contractors will provide worker's compensation insurance that waives all subrogation rights against the prime and the participating LEA.

Late Bids: Late bids shall not be considered except as authorized by the Public Contracts Code of the State of California. Late bids will be returned within ten (10) days, upon request, unopened.

Leases and Rentals: Contractor may allow participating LEAs to rent, lease or lease purchase. Agency must receive a copy of the executed leasing documents prior to processing a purchase order. Agency will not collect monthly lease payments. Contractor agrees that leases will be in compliance with the Uniform Commercial Code. All terms of leasing must be included in the bid, with interest rates described as related to a published government standard. Contractor must indicate in their response to this solicitation if the shipping costs for the return of leased or rented equipment is the responsibility of the participating LEA, and what that cost will be. No sale of a contract to a third party will be made without informing the participating LEA of the transfer. If contractor sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original vendor.

Legal Remedies: All claims and controversies shall be subject to the Public Contracts Code of the State of California.

Liens: All materials and services shall be free of all liens.

Licenses: Contractor shall maintain in current status all federal, state and local licenses, bonds, and permits required for the operation of the business conducted by the contractor. Any contractor using subcontractors must hold a current general contractor's license, as required by law.

Money: All transactions are payable in U.S. currency only.

Most Favored Customer: Although Agency expects contractors to bid their very best prices for California LEAs, nothing in this contract establishes a most favored customer relationship between Agency and the contractor. The contractor may respond to any solicitation from any public procurement unit without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices under this contract at the same time by facsimile or written notice to Agency. If upon discovery, Agency verifies that the contractor is offering California LEAs lower prices outside this contact, Agency reserves the right to cancel this contract.

Multiple Awards: California has 6,050,895 students enrolled in grades K–12 in public schools that are operated by 1,048 school districts, and 648,564 K–12 students enrolled in private schools (<http://www.cde.ca.gov/resrc/factbook/fingertip.htm>). In order to assure that any ensuing contracts will allow Agency to respond effectively to the current and future requirements of these schools and school districts, Agency reserves the right to award contracts to multiple vendors. The actual use of any contract will be at the sole discretion of participating LEAs. Each bidder should take the fact that Agency may make multiple awards into consideration. It is Agency's discretion to award multiple contracts, to award only one contract, or to make no awards.

New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Dealers may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. Agency

may reject any additions, without cause.

No Replacement of Defective Tender: Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this shall constitute a breach and contractor shall not have the right to substitute a conforming tender without written consent of all parties involved.

Nonexclusive Contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of local procurement units. Agency reserves the rights to obtain like goods and services from another source when necessary.

Nonresponsive Bid: Any bid that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation is considered nonresponsive.

Novation: If the original contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Agency reserves the right to accept or reject the new party. A simple change of name agreement will not change the contractual obligations of the contractor.

Options: Optional equipment for products may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit.

Overcharges by Antitrust Violations: Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the contractor hereby assigns to Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating LEAs. A participating LEA is any public or private local educational agency in California that issues a purchase order under this contract.

Past Performance Information: PPI is relevant information regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the vendor's record of conforming to specifications and to standards of good workmanship; the vendor's record of containing and forecasting costs on any previously performed cost reimbursable contract schedules, including the administrative aspects of performance; the vendor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Patent and Copyright Infringement: Contractor will, at its expense, defend Agency against any claim that any equipment or software supplied hereunder (even if such equipment or software is modified by Agency or a participating LEA, subject to the last paragraph of this section) infringe a patent or copyright in the United States, Puerto Rico, or U.S. territory, and will pay all costs, damages and reasonable attorney's fees that a court finally awards as a result of such a claim. To qualify for such a defense and payment, Agency must: 1) give contractor

prompt written notice of any such claim after becoming aware of such claim; 2) allow contractor to control, and fully cooperate with contractor in the defense and all related settlement negotiations. Agency will be reimbursed for all expenses incurred by Agency in fully cooperating with contractor as specifically requested by contractor. Agency is not required to incur any expenses specified in this paragraph that are not reimbursable by the contractor. If any party in any way involves any participating LEA, the same provisions that apply to Agency in this paragraph will apply to the participating LEA. Contractor's obligation under this section is conditioned on Agency's agreement that if the operation of any equipment or software becomes, or in the contractor's opinion are likely to become, the subject of such a claim, Agency will permit the contractor, at its expense and option, either to procure the right for Agency and participating LEAs to continue using the equipment and/or software or to replace or so modify them with equipment or software which is functionally equivalent so that they become non-infringing; and, if neither of the foregoing alternatives is available on terms which are reasonable in contractor's judgment and satisfactory to Agency, Agency will request its participating LEAs to return the equipment or software on written request by contractor at contractor's expense. Contractor agrees to pay participating LEAs a refund for returned equipment as depreciated. The depreciation shall be an equal amount per year over six (6) years. In the event that contractor's written request for return is made after full depreciation, the contractor will pay Agency or its participating LEAs who purchased the equipment, an amount equivalent to the fair market value of the returned equipment. If Agency or any of its participating LEAs fails to return the equipment, the contractor is not obligated to that LEA under this clause.

Contractor shall have no obligation with respect to any such claim based upon a participating LEA's modification of the equipment or software or combination, operation or use with apparatus, data, or programs not furnished by contractor. However, one participating LEA's action will not preclude contractor's obligation to others not having modified their equipment or software.

Price: The contractor agrees that the cost for any item bid on this contract will be uniform for all LEAs, that any differences are actual freight (shipping) costs, and that if the cost is lowered for any agency for any reason, the cost will be lowered at the same time for all agencies for the same reason. (If one LEA proposes to purchase a large volume of one product at one time and the manufacturer agrees to provide an additional discount, that same discount would be available to any LEA participating in this contract. Any special discount must be available for a minimum of 30 days.) Installation rates may vary from LEA to LEA, but material costs must be the same for all LEA. LEA freight and shipping cost may also vary as necessary.

Prime Contractor: For the purpose of this bid, a contractor (the vendor) will be considered a prime contractor and not a subcontractor. Any contractor paid directly by a participating LEA is a prime contractor; a contractor pays a subcontractor. Prime contractors using subcontractors are responsible for all actions of its subcontractors.

Procurement Code: The State of California's Public Contracts Code and the Agency's Procurement Rules and Regulations are a part of this document as if fully set forth herein.

Product Discontinuance: In the event that a product or model is discontinued by the manufacturer, the contractor may substitute a new product or model if the replacement product meets or exceeds the performance of the discontinued model and if the discount from retail is the same or greater than the discontinued model.

Product Line: If applicable, contracts will be awarded to bidders able to provide their complete product line of equipment, software and services described in the scope of work and/or specifications. Bidders with a published catalog may submit the entire catalog; Agency reserves the right to select products within the catalog for award without having to award all the contents.

Protests: Protests made prior to or after the bid due date shall be sent to CalSAVE, Monterey County Office of Education, 901 Blanco Circle, Salinas, CA 93901. Protests shall be filed, in writing, with the CalSAVE Director Mike Mellon, and shall be resolved, in accordance with appropriate statutes of the State of California. A protest of solicitation must be received at Agency before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten days after the protester knows or should have known the basis of the protest. A protest must include: 1) the name, address and telephone number of the protester; 2) the original signature of the protester or its representative; 3) identification of the solicitation by contract number; 4) a detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and 5) the form of relief requested.

Provisions Required By Law: Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such insertion or correction.

Public Record: All bids submitted to this invitation shall become the property of the Agency and will become a matter of public record, available for review, subsequent to the award notification, on or about December 30, 2002. Bids may be viewed at the CalSAVE Office, Monterey County Office of Education, 901 Blanco Circle, Salinas, CA 93901, under the supervision of the CalSAVE Director Mike Mellon or his designee, from 8:30 a.m. to 3:30 p.m., Monday through Friday.

Restocking Fees: A restocking fee may only be charged on products ordered and that have been delivered to the participating LEA's site. Restocking fees in excess of 15% will not be allowed; restocking fees may be waived, at the option of the vendor.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Safety Measures: Contractors shall take all necessary precautions for the safety of employees on the work-site, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They shall post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public and existing structures from injury or damage.

Safety Standards: All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Serial Numbers: Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Shipment Under Reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping Costs: Products may be shipped without additional cost. If shipping is charged, the actual cost of delivery may be added to an invoice. No shipping charges that are a percentage of the price of the product may be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted.

Shipping Errors: Vendor agrees that shipping errors will be at the expense of the vendor. For example, if a vendor ships a product to a participating LEA that was not ordered, it is the responsibility of the vendor to pay for return mail or shipment, at the convenience of the participating LEA.

Shipping Terms: Prices that include shipping to any location in California, delivered to the specific receiving point as identified in the purchase order to the contractor, are preferred. Contractor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the contractor. Shipping shall be F.O.B. destination. The contractor shall file all claims for visible or concealed damage. The receiving participating LEA, will notify the contractor and/or freight company promptly of any damaged goods and shall assist the freight company/contractor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Smoking: All contractors and subcontractors must adhere to local smoking policies when inside a building working on this contract. Smoking will only be permitted in posted areas, or off premises.

Specifications: All specifications in this solicitation are designed to enable a contractor to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any contractor believing a specification is unnecessarily restrictive, and submits a bid, must indicate such in its initial response. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall bid equipment, supplies and/or services, which they believe, comply with these specifications. If the vendor deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the equipment, supplies and/or services they bid will render equivalent reliability, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

Suspension or Debarment Status: If within the past five (5) years, any firm, business, person or vendor submitting a bid has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the bidder must include a letter with its response or bid setting forth the name and address of the

public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any contract. By signing the bid section, the bidder certifies that no current suspension or debarment exists.

Tare: If the contractor requires the buyer to pay for shipping, the weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Term of Contract and Extension: The term of the agreement shall commence on the date of the award, and continue until December 31, 2003, unless terminated, canceled or extended. Contract may be terminated by Agency if California LEAs have not used the contract in any 12-month period, or if orders from participating LEAs do not total \$10,000 in any 12-month period. Price adjustments, by mutual consent, may be made yearly on the anniversary of the bid. By mutual written agreement, the contract may be extended for three additional 12-month periods, ending on December 31, 2004, December 31, 2005 and December 31, 2006. Agency reserves the right to offer month-by-month extensions.

Termination by Agency: Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the Agency, unless the notice specifies a later time. Cancellation by one Agency does not require other Agencies to cancel their contracts.

Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the procurement unit purchasing the material or services until it actually receives the material or service at the point of delivery, unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in shall be dismantled by the bidder and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the contractor shall be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the bid and the trade-in. Values placed on trade-in products are between the participating LEA purchasing the new unit and the contractor.

Vendor Contact: Vendor will designate one individual who will represent them to Agency during the agreement period. This contact person will correspond with each participating LEA for technical assistance, problems, or questions that may arise. Include instructions if different contacts for different geographical areas within California are needed, this information will be distributed to California LEAs upon award of this bid.

Warranty: Contractor warrants that all equipment, software and service delivered under this contract shall conform to the specifications of this contract. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the participating LEA. For example,

if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the Agency vendor. All extended warranties must be passed on, without exception. If upon discovery, the contractor charges a participating LEA for a replacement part that the contractor actually received at no cost under a warranty, Agency reserves the right to cancel the contract.

Additional Agency Terms and Conditions

(1) Governing Law and Venue. The laws of the State of California govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

(2) Other Agencies' Right to Purchase. Subject to the following terms and conditions, the Monterey County Office of Education "MCOE" consents to public school districts, charter schools, community college districts, and other state and local public agencies in California throughout the State of California (as are more specifically identified in paragraph c. below) (which agencies are collectively denominated as "Other Agencies" and each individually denominated as "Other Agency") purchasing identical items at the same unit price(s) under the terms and conditions of this Contract, as may be authorized by Sections 20118 and 20652 of the Public Contract Code or other legal authority:

- (a) Any Other Agency authorized by law to use this Contract for its own purchase(s) from the contractor/vendor shall enter into an agreement with MCOE, which *inter alia* will include the terms, conditions, and information set forth in this paragraph a and paragraphs b and c below.
- (b) After entering into an agreement with MCOE, an Other Agency electing to use this Contract will enter into a separate contract ("Separate Contract") with the contractor/vendor. The Separate Contract must include and/or incorporate all applicable terms of this Contract and a specific requirement that the contractor/vendor comply with the provisions set forth in paragraph b (1), (2), and (3) below regarding payment of the one percent (1%) participation fee to MCOE. The MCOE will not be a party to any Separate Contract, but will be considered a third party beneficiary of such Separate Contract as to payment of that participation fee.
- (c) The contractor/vendor understands and agrees that failure or refusal to comply with the provisions set forth in paragraph b below regarding payment of the one percent (1%) participation fee to MCOE in conjunction with any Separate Contract or any other use of this Contract by an Other Agency is grounds for cancellation of the Contract. The contractor/vendor also understands and agrees that if the Contract is cancelled for this or any other reason, MCOE may give notice of such cancellation by the same means identified in b (1) below or by any other means appropriate to inform Other Agencies of that cancellation.
- (d) The MCOE waives any right it may have to require any Other Agency using this Contract to draw its warrants for the purchase(s) in its favor and consents to each agency making such payment(s) directly to the contractor/vendor.

- (e) Sales tax and freight/shipping charges included in the Contract apply to the MCOE only. Additional sales tax and freight/shipping charges may be required on purchases by any Other Agency and are outside the scope of this Contract.
- (f) This Contract and any Separate Contract are for the purchase of the items covered by Contract. An Other Agency may, however, exercise its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by, it pursuant to any Separate Contract. The contractor/vendor agrees to take any and all actions requested by any Other Agency that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.
- (g) Both the contractor/vendor and any Other Agency using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, contractor/vendor and any Other Agency considering such use consult with their own legal counsels before doing so.
- (h) Both the contractor/vendor and any Other Agency using this Contract agree to defend, indemnify and hold the MCOE, the Monterey County Superintendent of Schools, and the Monterey County Board of Education and its members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

Procedure for Processing Orders

(1) Once the award is made to the contractor/vendor, MCOE will inform Other Agencies of the Contract by: (a) including the Contract in the "Contract Database" that is available on the MCOE website, (b) announcing the award in MCOE's widely distributed electronic bulletin, (c) announcing the award through related listservs, and selected periodicals for California educators. MCOE will provide the contractor/ vendor with electronic copies of its contact lists of Other Agencies. At this point the contractor/vendor may directly contact any Other Agency and any Other Agency may directly contact the contractor/vendor.

(2) The total cost of the MCOE's program is funded through a one percent (1%) participation fee paid to MCOE by the participating contractor/vendors. The administrative fee percentage is based upon the total sale of goods and services, including installation, if included. This fee shall be included in all price quotations under the MCOE agreement.

(3) After entering into an agreement with MCOE, pursuant to a. (2)(b) above, an Other Agency electing to use this Contract will enter into a separate contract ("Separate Contract") with the contractor/vendor. Purchase orders will be issued by participating Other Agencies to contractor/vendor. Contractor/vendor will deliver goods/services and invoices directly to the participating Other Agencies and receive payments directly from the participating Other Agencies. The contractor/vendor will make all participation fee payments to the MCOE by the 15th of the succeeding month after they have received payment and all checks are to be made

payable to the Monterey County Office of Education and sent to 901 Blanco Circle, P.O. Box 80851, Salinas, CA 93912-0851, ATTN: John Riley.

(4) The contractor/vendor also will compile monthly reports listing each purchase made by participating Other Agencies under this contract, and send them by the 15th of the succeeding month as e-mail attachments to mail to: jriley@monterey.k12.ca.us These reports shall be in Microsoft Excel 2000 or earlier versions of this software, shall have file names that identify the contractor/vendor and the month being reported, shall include the fields listed below, and shall allow for sorting on any of these fields.

Date of Order

Name of Participating Other Agency

Item Purchased

Quantity

Unit Price

Extended Price

Members Purchasing Under the Agency

This project is a self-supporting function of the Monterey County Office of Education. Contracts are made available to all California public K-12 school districts, California private K-12 schools, charter schools, community college districts, and any other California public agency.

III. Specifications: Technology Catalog

Note: Throughout the category pages are names of major businesses and their products. The names that appear without the trademark or service mark remain the property of their respective owners.

Agency is seeking one or more catalog suppliers of technology products to provide next-day shipments to participating LEAs in California. The bidder selected must have a wide variety of technology products including computers, peripherals, software, projection devices, and computer supplies. Superior telephone help and ordering services are required. The vendor must provide Agency and participating LEAs with catalogs and a web page that lists products and prices for quick ordering.

1. Glossary of Terms

No additional terms have been provided in this section.

2. Special Terms and Conditions

The following are in addition to the applicable standard terms and conditions. Please review these and indicate your acceptance.

2.1. Vendor shall maintain a broad based line of at least 100,000 line items in available inventory in at least the majority of the commodity categories listed above.

2.2. Vendor shall have an electronic on-line catalog, for order entry use by and suitable for the needs of participating LEAs.

2.3. It is not the intent of this contract to provide for all small purchases nor will this contract displace existing or future competitive bids and proposals for large categories of similar products.

2.4. Orders shall be delivered within 48 hours after receipt of order 90% of the time. The participating LEA shall be notified by the vendor if product ordered cannot be shipped within this time period to give the participating LEA the opportunity to secure the product elsewhere.

2.5. Price changes, if required, will be allowed only if manufacturer's published price catalog is superseded, revised or changed after the contract award. The vendor may pass on the applicable price increase or decrease to the agency, provided written notice has been submitted along with the identified price list(s) and priced catalog(s) to the agency for review and written approval, prior to implementation of the price changes.

2.6. All products sold by the bidder must be new. Only the newest versions of software and equipment will be bid. Older versions will only be sold, if requested. Products that have a 30/60/90 day money back guarantee will be clearly identified in the catalog and at the web site.

2.7. The vendor agrees that full refund, credit, or exchange will be granted to any defective-on-arrival (DOA) merchandise, if reported within thirty (30) days of receipt of the order. If orders are received when school is not in session (spring break, summer vacation, and Christmas break), the thirty (30) days will be extended for a reasonable period of time.

2.8. Due to the nature of direct mail-order business, Agency will require a single contact for

problem solving. The bidder agrees to assign a senior-level employee (one authorized to make decisions) to the account of the participating LEA. This employee will have a complete copy and must have working knowledge of the contract.

2.9. Shipping charges must be clearly identified in the bid.

2.10. Bidder must maintain a toll free technical support line open until 5 p.m., Pacific Time zone, Monday through Friday. A 24-hour toll-free order fax line is required.

2.11. If vendor makes an error in pricing (typographical or photographic error, for example), participating LEAs reserve the right to return the product. The vendor agrees to pay for cost of any returned product due to a pricing error.

2.12. A percentage off of your standard catalog pricing is preferred. Multiple percentage discount structure is also acceptable. Please specify where and how different percentage discounts apply.

3. Specifications

Bidders will respond to each numbered item by checking the appropriate “Comply” or “Deviate” box. List details for deviations by item number on the Category B Special Terms and Conditions and Specifications Page.

3.1 Hardware

	Requirement		Comply	Deviate*
3.1.1	Brand name items shall be bid for computer hardware manufacturers including, but not limited to; Apple, Digital, Canon, NEC, AST, Toshiba, Texas Instruments, HP, Microsoft and other Intel based computers and systems.			
3.1.2	Peripherals and related equipment bid shall include, but not be limited to: Monitors (CRT, LCD, Multi-Scan in various sizes), hard drives, CD-ROM drives, 16-bit audio cards, stereo speakers, 56k or faster modems, printers (label writer, dot matrix, ink jet and laser, b/w or color), digitizers, scanners, UPS units, PCMCIA cards, keyboards (standard, optical and ergonomic) and various input devices (mouse, trackball, digitizing tablets).			
3.1.3	Bidder shall provide PDA's, in various configurations and sizes, with appropriate software, hardware and peripherals solutions.			
3.1.4	Presentation products shall be bid, including projection panels, wireless remote control units, LCD panels, slide scanners, video capture boards and devices and digital video cameras (handheld or video conferencing solutions).			
3.1.5	Complete bar-coding solutions shall be bid; special use keyboards and mice, multimedia kits, and video peripherals from brand name manufacturers should be bid.			
3.1.6	Performance enhancement devices to enhance video, graphics, and multimedia shall be bid.			
3.1.7	Third party upgrades for earlier computer systems should include math coprocessors, accelerators, cache cards, and other CPU performance boosters.			
3.1.8	Computer accessories such as travel luggage/cases for computers, ergonomic products, security devices and glare			

	reducing screens.			
3.1.9	Digital cameras and related peripherals, software and accessories shall be bid. Flash card storage should also be offered in sizes ranging from 4MB up to and above 160MB.			
3.1.10	Network hardware bid shall include, but not be limited to: NIC cards, switches, hubs and other related devices.			
3.1.11	Memory upgrades shall be bid in various sizes, configurations. RAM shall be available in the most acceptable industry standards possible.			
3.1.12	Print and toner cartridges shall be bid for industry standard printers.			
3.1.13	CD-Rewritable drives shall be bid, along with Zip, Jaz and other large format backup devices. These shall be available in either internal or external configurations.			
3.1.14	Storage shall include, but not be limited to: Zip disks, Jaz cartridges, super disks, CD-R, CD-RW, DVD-RAM, Optical disks, 4mm and 8mm data tapes, DLT and 3.5" diskettes.			
3.1.15	A variety of cables shall include, but not be limited to: USB, SCSI, serial, parallel, adapters, terminators, patch cables, video cables and power cables.			

3.2 Software

	Requirement		Comply	Deviate*
3.2.1	Major manufacturer software packages shall be bid in academic pricing package, when available.			
3.2.2	Software packages shall include, but not be limited to the following: Desktop Publishing, Image Processing, 3D graphics, CAD, Clip Art, Graphics, Multimedia, Internet site development, database, utilities, security, anti-virus, encyclopedia and educational titles.			

B.3.3 Presentation Equipment

	Requirement		Comply	Deviate*
3.3.1	Presentation equipment shall allow connection of multiple input sources, including but not limited to: Composite video, S-Video, Audio, IBM PC (or compatible), Macintosh OS, digital computer interface, analog computer interface or USB mouse.			
3.3.2	Presentation equipment shall be compatible with, at minimum, the following video formats: NTSC, NTSC 4.43, PAL, PAL-N, PAL- M, SECAM.			
3.3.3	Presentation equipment shall support, at minimum, the following resolutions: VGA (640 x 480), SVGA (800 x 600), XGA (1024 x 768) and SXGA (1280 x 1024).			
3.3.4	Presentation equipment shall be capable of displaying any number of colors, up to 16.7 million.			
3.3.5	Presentation equipment shall allow for front, rear, desktop or ceiling projection.			
3.3.6	Presentation equipment shall allow for computer control using a serial interface connection, or USB connection.			

3.3.7	Presentation equipment shall offer brightness levels ranging from 700 ANSI lumens to 1100 ANSI lumens, or better.			
3.3.8	Presentation equipment shall use single video chip technology, or better.			
3.3.9	Presentation equipment focal length shall range from 31 to 40mm, or better.			
3.3.10	Presentation equipment shall allow for projection distances ranging from approximately 4' up to 15', or better.			
3.3.11	Presentation equipment shall allow for image projection sizes ranging from 1' up to 11' (diagonal), or better.			
3.3.12	Presentation equipment shall have a 1.3:1 manual or motorized zoom lens, or better.			
3.3.13	Presentation equipment shall allow for audio (monaural or stereo) playback for varied input sources.			
3.3.14	Presentation equipment shall have lamps with a 1,500 hour life, or better.			
3.3.15	Presentation equipment shall have user friendly, on-screen menus to assist in operation and set-up.			
3.3.16	Presentation equipment shall come in a variety of size, allowing for portability and ease of transportation.			
3.3.17	Presentation equipment shall offer, at minimum, the following accessories: lamps, remote control, remote control with computer mouse control, laser or other pointing device, carrying bags (straps or wheeled), external audio system and portable screens.			
3.3.18	Presentation equipment must be available with a full year, non-prorated, warranty for parts and labor.			

4. Pricing Information

Bidders shall provide a discount and price schedule for Category B. All price schedules shall follow the format, and provide the information listed below. Additional pricing and/or discounts may be included.

Electronic price lists (3.5" disks, zip disks or CD's) must clearly be identified/labeled by including the vendor name, name of the bid and date. These must be placed in a protective pouch. Electronic price lists shall be in Microsoft Excel 2000 or less and shall allow for sorting on any of the fields listed below. All pricing data must be clearly dated, for audit purposes.

- Manufacturer
- Manufacturer part number
- Vendor Part number (if different from manufacturer part number)
- Product description
- Dated List price
- Percentage discount from list price
- Final agency price (excluding freight)

Extended Warranty

Provide Agency prices for all extended warranty plans.

Shipping Charges

Shipping charges must be clearly identified.

IV. Bid Forms

- A. Bid, Acceptance of Bid and Contract Award
- B. Bid Affidavit Signature Page
- C. Bid Bond
- D. Price List
- E. Questionnaire for Bidders
- F. Acceptance of Terms and Conditions
- G. Bidders Support for Agency Prices
- H. Bidders Checklist

A. Bid, Acceptance of Bid and Contract Award

Project: 02-03 CalSAVE IFB 01: Technology Catalog

<p style="text-align: center;">BID ACCEPTANCE OF BID and CONTRACT AWARD</p>
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BID TO BE COMPLETED BY VENDOR

In compliance with the Invitation for Bid, the undersigned warrants that I/we have examined the Instruction to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this INVITATION FOR BID and any written exceptions in the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to the Agency as stated in the evaluation section will be a consideration in making the award.

Company Name _____ Date _____
Company Address _____ City _____ State _____ ZIP _____
Contact Person _____ Title _____
Authorized Signature (ink only) _____ Title _____

ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED ONLY BY AGENCY

Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Invitation for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from the Agency. The parties intend this contract to constitute the final and complete agreement between the Agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue until December 31, 2003, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods ending on December 31, 2004; December 31, 2005; and December 31, 2006.

Monterey County Office of Education

Agency Executive _____ Other Authorized Signature _____
Awarded this _____ day of _____, _____ Contract Number _____

(This page will serve as cover sheet for the Bid)

B. Bid Affidavit Signature Page

AFFIDAVIT

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the Agency, or any employee thereof, or any person, firm or corporation under contract with the Agency whereby the bidder, in order to induce the acceptance of the foregoing bid by the Agency, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of Agency, Agency, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to participating LEAs in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.

_____	_____
Authorized Representative (Please print or type)	Mailing Address
_____	_____
Position (Please print or type)	City, State, Zip
_____	_____
Signature of Authorized Representative Date	Phone Fax

Subscribed and sworn to before me this _____ day of _____, 2001.
Notary Public in and for County of _____, State of _____.
My commission expires: _____. Signature: _____.

C. Bid Bonds

1. To meet the most stringent requirement that all competitive sealed bidding have a bid security, a bid bond in the amount of \$10,000 is established for this IFB.
2. Acceptable bid security, which must be provided with the submission of the initial bid, may be provided using a form similar to that of any agency, with the Monterey County Office of Education being the Agency of Record.
3. The vendor must agree to keep the basic bid security active with Agency as long as this contract is in effect with any participating LEA.
4. The vendor agrees to provide all performance and payment bonds required by participating LEAs at the time a contract between the participating LEA and the vendor is executed. If the vendor fails to deliver any required performance or payment bond, the bid security with Agency shall be enforced and the contract with the Agency canceled, and the recommendation made for cancellation of contracts with all participating LEAs.

D. Price List for the Technology Catalog

Use this form, or duplicate it, to price all equipment, services, supplies, and other commodities you wish to place on contract. If you have a printed price list or catalog, you may attach it after Tab 5. Include electronic media in a protective pouch.

Description	Retail Price	% Discount	Agency Price

Extended Warranty: _____ **Shipping Charges:** _____

Price Page ___ of ___ pages

E. Questionnaire for Bidders

Company Name _____

Circle Answers where appropriate

1. For products on your price list, is shipping/handling (S/H) included in the price? **YES** **NO**

If Prepaid and Add (PP & A), estimate S/H on purchases _____

2. Describe your return policy? _____

What is your restock fee, if any? (Not to exceed 15%) _____

3. Will you offer Agency a quick pay discount? **YES** **NO**

If YES, what is the discount? _____ Number of days? _____

**THE ITEMS BELOW THIS BOX ARE TO BE COMPLETED AFTER AWARD
RESPONSES WILL VARY AGENCY BY AGENCY**

4. If applicable, list any Contractor's licenses held by your company.

Name of Licensee	Classification	Number

5. Where should participating LEAs mail purchase orders?

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ ZIP _____

Telephone (to verify prices) _____ FAX _____

6. If you want Agency to send purchase orders by a private, NEXT DAY carrier, please identify the carrier and your account number: _____

7. Where do you want payments sent?

Attention Line _____

UPS Address _____

Mailing Address _____

City _____ State _____ ZIP _____

Telephone (to verify prices) _____ FAX _____

8. If you want Agency to send payments by a private, NEXT DAY carrier, please identify the carrier and your account number: _____

9. Additional contacts for Agency.

Agency Representative _____

Telephone _____ FAX _____

Contact for IFB/Contract _____

Telephone _____ FAX _____

F. Acceptance of Terms and Conditions

1. General Terms and Conditions

I accept the General Terms and Conditions on pages 9 to 20 of this IFB, except as listed below.

Printed Name and Title

Signature (should match cover signature)

2. Agency Terms and Conditions

I accept the MCOE Terms and Conditions on page 21 to 24 of this IFB, except as listed below.

Signature (should match cover signature)

3. Special Categorical Terms and Conditions and Specifications

I accept the additional Terms and Conditions for Technology Catalog on pages 24 to 27 of this IFB, except as listed below.

Signature (should match cover signature)

G. Bidders Support for CalSAVE Prices

The California Statewide Master Agreements for Resources and Technology is a school procurement vehicle established by the Monterey (California) County Office of Education as a service to participating LEAs. The procurement activities of CalSAVE are limited to document preparation and distribution to participating LEAs.

Participating LEAs use CalSAVE initiated contracts for many reasons. Because each CalSAVE contract is based on a sealed bid, participating LEAs are exempt from having to issue their own solicitations. This saves them a great amount of time, and a large amount of money. In addition, because each vendor agrees that the price charged through a CALSAVE contract will be among the lowest that vendor will offer, the participating LEA knows that issuing its own solicitation will not necessarily reduce the cost of the procurement. Finally, if a problem should occur, the participating LEA has the assistance of CalSAVE in reaching a satisfactory solution.

A vendor receives many of the same benefits as a participating LEA. Rather than having to respond to dozens of individual IFB's (which is a big cost of doing business), a response through CalSAVE opens the door to procurement units serving over 6,000,000 students. If problems develop, the vendor has the mediation service of Agency to settle difficulties.

Because we ask participating LEAs to pay a participation fee to support the administration of CalSAVE, we also expect vendors who are awarded contracts, to encourage California LEAs to use the CalSAVE contract. On large purchases the convenience of not having to issue a solicitation may be overshadowed by the amount of the participation fee.

Therefore, we request that each vendor offer prices on CalSAVE contracts lower than the price they bid to California LEAs that purchase directly, or that issue a local solicitation. We ask this as a commitment of partnership between CalSAVE and the vendor. We want California LEAs to understand that when using A CalSAVE vendor, they are both operating within the terms of California's Public Contract and Education Codes, and truly reducing the costs of education.

Please indicate the level of support you will bid on this contract. Check only one box

Prices will be **no different** from what we ordinarily offer to public educational institutions.

Prices will be the **indicated percent lower** than we ordinarily offer to public educational institutions

- Two percent (2%) Three percent (3%) Four percent (4%)
- Five percent (5%) Ten percent (10%) Other _____

Signature (must match signature on cover sheet) Title

H. Bidders Check List

In order for the AGENCY to clearly understand the bid being presented by the bidder, a complete response to this IFB must contain the following:

It is suggested that the vendor preparing a response check off each required item as it is completed.

- _____ 1. The signed Bid and Contract Award (MUST BE ORIGINAL INK SIGNATURE)
- _____ 2. The signed Affidavit Signature Page (Notarized)
- _____ 3. Stockholders Report OR point-by-point response for the five items under Vendor Qualifications
- _____ 4. Signed Acceptance Form and a list of any exemptions or modifications of General Terms and Conditions
- _____ 5. Signed Acceptance Form and a list of any exemptions or modifications of Agency Terms and Conditions,
- _____ 6. Signed Acceptance Form and a list of any exemptions or modifications of Categorical Special Terms and Conditions,
- _____ 7. Price List of the Equipment/Services Bid
- _____ 8. All Miscellaneous Forms that Apply
- _____ 9. Appendix with Catalogs, Slicks, Model Information, etc.
- _____ 10. Bidder's Support for Agency Prices
- _____ 11. Bid Surety Bond
- _____ 12. Questionnaire for Bidder

THE FOLLOWING ITEMS ARE PROVIDED AFTER THE AWARD IS COMPLETED

- _____ 12. Duplicate Copies of Bid
- _____ 13. Copies of all Licenses
- _____ 14. Certificate of Insurance

Signature