

Green River Regional Educational Cooperative
Kentucky Educational Development Corporation



Northern KY Cooperative for Educational Services
Southeast/Southcentral Educational Cooperative

KPC – KENTUCKY PURCHASING COOPERATIVES
KEDC – GRREC – NKCES – SE/SC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD, ASHLAND, KY 41102-7104
Bidding Department (606) 928-0205
www.kedc.org or www.kybuy.org

***** INVITATION TO BID *****

BID TYPE: PREFERRED VENDOR

BID REFERENCE: PV-MM-2006-07.002

BID PUBLIC NOTICE DATE: Tuesday, May 19, 2009

BID OPENING TIME, DATE: 3:00 p.m., Wednesday, May 27, 2009

BID CONTRACT START DATE: June 1, 2009

BID ITEMS: Interactive Classroom Components

BID PURPOSE:

The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for the Kentucky Purchasing Cooperatives (KPC) solicits a supplemental sealed bid for **MULTIMEDIA COMPONENTS** including but not limited to interactive white boards, video projectors, student response systems, document cameras, and accessories that would, if accepted by the KEDC Board of Directors or its designee, establish a **PREFERRED VENDOR BID CONTRACT**, with the general and detailed terms, conditions, and specifications contained in this bid document, to provide participating bidding member institutions the right to purchase goods and services at fixed prices from a specific list of items contained herein and other items in general at fixed percentage discount off Manufacturers Suggested Retail Price (MSRP) provided as part of the bid proposal. Said contracts shall hereinafter be referred to as the Bid Contract.

Currently KPC has established contracts for Interwrite, Polyvision, Promethean, and Interactive Classroom Systems. KPC would like to establish a contract for the SmartBoard Interactive Classroom System.

CLARIFICATION:

For clarification or additional information relative to this Invitation contact the **KEDC Member Services Team** by email at KPCMemberservices@kybuy.org or phone (606) 928-0205. **PLEASE DO NOT CONTACT MEMBERS.**

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS:

These General Conditions and Instructions apply to all bids submitted. Any deviations or exceptions are to be explained as a part of the bid proposal.

Bids must be received at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104, not later than the specified bid opening time and date. **Faxed submissions will NOT be accepted. Bids received after the time designated for the bid opening will be returned to the bidder unopened.** Bids should be sealed in an envelope and clearly marked "**KPC SEALED BID ENCLOSED**". KEDC and the participating bidding institutions cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time. (Please note that FED EX does not guarantee delivery time to KEDC because they classify KEDC as being in a rural area.)

The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the Internet at www.kybuy.org or www.kedc.org beginning on the bid public notice date and until the time and date specified for the bid opening. Bid tabulations will be made by KEDC staff and, after the Board or its designee has taken official action, will be posted to the KEDC and KYBUY internet sites.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE:

By my signature on the bid certification, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation);

That the costs quoted in the attached bid or bids responding to the Kentucky Educational Development Corporation Invitation to Bid are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

That contents of the bid or bids have not been communicated by the bidder, or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bids and will not communicate to any such person prior to the official opening of the bid or bids; That the bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A);

That I understand the Kentucky Educational Development Corporation collective bidding process is conducted consistent with KRS Chapter 45A, the Model Procurement Code and that the contents of the bid proposal and the actions taken by the bidder in preparing and submitting the bid proposal are in compliance with KRS Chapter 45A, the Model Procurement Code.

The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of KEDC or member school districts, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:

Bidder certifies that neither myself, the company or its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency and are not listed on the Excluded Parties List System provided by the United States Government General Services Administration at www.epls.gov.

TERMS AND CONDITIONS:

1. **Participating Member Institutions:** Any institution that is a member of the KEDC, KPC, GRECC, NKCES, or SESC Educational Cooperatives (hereinafter referred to as member or members) is eligible to utilize the Bid Contract; however this does not mean that all members will participate.
2. **Bid Forms and Return Instructions:** Bidders must return the bid certification, bid form, and an electronic copy (CD or Flash Drive) of the completed Microsoft Excel spreadsheet provided as part of this bid invitation. Bidder must show cost for each item on the provided bid form. The bidder must then enter the manufacturer, manufacturer item number, item description, vendor item number, cost per item, and warranty in the Microsoft Excel spreadsheet and print out a hard copy. Optional information may be requested, but bid will not be rejected if these items are not supplied. Each bid should be submitted in a separate sealed envelope **CLEARLY** marked with **KPC SEALED BID ENCLOSED** and the corresponding **BID REFERENCE NUMBER** and **OPENING DATE** printed on the outside of the envelope as they appear on the Bid Invitation. **The bidder should retain a duplicate copy.** An officer or member of the bidding firm who is authorized to legally bind the firm must sign the bid certification. The Bid Certification must be submitted with an original signature. The Bid Invitation Forms should be used without alterations. Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on KEDC's official forms. Bids submitted on company forms may be rejected. By executing the Bid Certification, the bidder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.
3. **Correction of Mistakes:** Bidders are cautioned to re-check their bid for possible errors. No bid can be corrected, altered, or signed after being opened. All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Errors discovered after public opening cannot be corrected and bidder will be required to accept a bid contract if offered.
4. **Error in Bid:** In case of a pricing error between the two bid documents (the digital and printed spreadsheets), the entry in the electronic file will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. The KEDC Board or its designee reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bid as may be deemed to its interest.
5. **Withdrawal of Bid:** All bids shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study, and consideration by the KEDC Board or its designee. A bidder may withdraw a bid after it has been submitted only if a written request is submitted and received prior to the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to KEDC, Attn: Member Services with the corresponding Bid Reference Number.
6. **Addendums:** KEDC may issue an addendum to the bid after the bid has been released. In no instance will an addendum be issued within five (5) working days prior to the bid opening.
7. **Review:** After the public opening of proposals received from the Bid Invitation, KEDC staff and member officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only. If necessary, members may purchase from the apparent low bidder(s) pending approval by the KEDC Board of Directors or its designee.
8. **Pre-qualification:** KEDC reserves the right to pre-qualify a potential contractor, especially any firm which has not previously participated in the KPC member bid program. Criteria for qualification shall include:
 - A) **Product Line:** The potential contractor shall provide proof that all items listed in the catalog are in stock or can be quickly obtained.
 - B) **Physical Facilities:** KEDC staff may inspect the potential contractor's warehouse. The warehouse shall be clean and adequate for storing and delivery of products that the potential contractor proposes to supply.
 - C) **Financial Capacity:** The potential contractor shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
 - D) **Service Level:** If KEDC does not have adequate historical data to determine the contractor's ability to provide the products bid in a timely manner, then three letters of reference from previous school district customers shall be provided.
 - E) **Accounting Practices:** A potential contractor must clearly demonstrate to KEDC the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data.

9. **Award:** After the review of the bid proposals, the KEDC Board or its designee may accept a bid contract based on the criteria below and the needs of KEDC and the members. In the case of identical bids, KEDC reserves the right to select and to award the contract by whatever method it chooses. A bidder whose bid proposal is accepted shall hereinafter be called contractor. The bid proposals will be evaluated based on the points awarded to each contract using the following scale:

	POINTS
1. Total of weighted core item cost calculations	40
2. Secondary item catalog discount percentage	10
3. Web site for product searching, viewing, ordering	5
4. Technical Support and Training	15
5. Warranty	15
6. Past performance history	15
POINT TOTAL	100

10. **Contract Period:** The bid period for the first contract year is June 1, 2009 through July 31, 2010. Subsequent renewals are for up to one year. The contract may be extended on an annual basis by KEDC not to exceed five years in total including the first contract period. KEDC shall notify the contractor of its intent to extend or not to extend the contract by April 15th of each year. If KEDC notifies contractor of intent to extend the contract by one year, contractor shall either respond by May 1st that it does not intend to extend the contract or with any necessary price increases or decreases for the extended year. If price increases submitted are deemed excessive by KEDC then KEDC shall have cause to not extend the contract. All price increases shall be accompanied by proper documentation of price increase to the contractor. Proper documentation shall include market bulletin(s) from an independent source, manufacturer's invoices, and freight bills. Price change notifications will follow the same pattern as above for any years in which this contract is extended. KEDC reserves the right to extend the term for up to 180 days to continue a source of supply until new or replacement contracts are completed. Since this bid request is subject to multiple contracts being accepted, KEDC reserves the right to renew and/or solicit additional bids for subsequent contract periods. Any contract extension is contingent upon written agreement of KEDC and the contractor. The bid will not be automatically extended beyond any current year unless expressly approved by KEDC. KEDC reserves the right on any contract extension to revise, update, or supplement the contract terms and conditions including the assessment of administrative fees to the contractor as needed to cover the cost of KEDC servicing the bid contract, bidding program, or procurement service for the members.

11. **Pricing:** Bid contracts may be accepted from multiple bidders. Contract pricing and discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract and offered equally to all members marked to be served by the Bid Contract. **All bid prices must be inclusive of all transportation and delivery charges to the location (member, KEDC, etc.) specified during ordering.** KEDC recognizes that as new technology is developed the need may arise to amend this contract. Replacement and/or supplemental products that meet or exceed the minimum bid requirements may be added to this contract at the sole discretion of KEDC. Replacement/supplemental products shall be offered at a discount equal to or greater than the original award. The vendor shall submit, on its letterhead the request to add products/services. The request shall be submitted by an authorized representative of the organization. KEDC is under no obligation to accept the offerings.

Bidders are to provide one price for each item in the Excel spreadsheet. The bidder shall provide each item on this bid to all KPC members at the same price. Bidders MAY NOT submit multiple prices for the same product by KPC member (i.e., Regional Bidding is NOT permitted).

Should an awarded bidder negotiate or bid a lower price for an item included in this bid with any KPC member or Kentucky Educational Cooperative, the bidder agrees to provide the product to all KPC members they propose to serve at the lower price. For example: District A and District B are both KPC members. Bidder is proposing to serve District A and not serve District B on their KPC bid documentation. The Bidder is providing service to the area where District A and District B reside. Bidder then

establishes a price with District B for items that are on the KPC bid thru negotiation or a KPC member bid that is lower than the bid price with KPC. The lower prices provided to District B become the bid price for District A and all KPC members.

KPC reserves the right to accumulate orders among KPC members to obtain volume discounts for the group.

Promotion: KPC actively markets all Prime and Preferred Vendors to member districts. Marketing includes inclusion of your logo and contact information on the KPC website, a copy of the winning bid contract(s) sent to every KPC member, and promotion of all KPC Prime and Preferred Vendors during regular district visits by KPC staff. Awarded bidders will also have access to the KPC Logo for use in promotional materials. Similarly, the winning bidder will support the efforts of KPC by participating and sponsoring in the KEDC-KPC regional meetings and trainings.

The winning bidder will also be expected to provide a permanently installed showcase of their equipment in a meeting room at the KEDC offices in Ashland, Kentucky. KPC will schedule showcase days and invite KPC member decision makers and their teams to tour the rooms and attend a presentation by the awarded vendor. This room will also be used on a daily basis by teachers and administrators from KPC member districts for meetings and professional development.

12. **Transmittal of Orders:** KEDC shall issue purchasing guidelines to its members. Members will use formal purchase orders in ordering from the awarded bidder. The successful bidder acknowledges that orders from KPC members may be transmitted from KEDC's office on the district's behalf. The successful bidder may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually arrived schedule developed between the KPC member and the awarded bidder.

At KEDC's option in the future, the vendor shall 1) provide an interface between their existing website and KEDC's online catalog utilizing "punch-out" or "transparent punch-out", and/or 2) provide a listing of all items on the contract in an electronic format specified by KEDC (including description, pricing, picture of item, etc.) to be imported into KEDC's online catalog, and/or 3) accept faxed orders, and/or 4) accept e-mailed orders. The contractor shall accept orders electronically from KEDC. It is the responsibility of the vendor to encourage Members to place orders for their items thru the KEDC site. The vendor is responsible for the initial and on-going accuracy of item information in the on-line catalog. KEDC shall provide programming and configuration of the KEDC online catalog. The vendor is responsible for all programming and configuration costs on their web server for Option 1 and for all costs associated with compiling the data file containing the list of items in the bid contract for Option 2. KEDC may provide setup assistance at an additional charge.

13. **Quantities:** It shall be understood that the bid contract will not obligate KPCC or its members to purchase from the Bid Contract.
14. **Product and Safety Information:** The successful bidder shall provide upon request by any member, the most recent MSDS information sheets for any products the vendor may deliver to said member. It is the vendor's responsibility to comply with all local, state, and federal regulations.
15. **Liability:** The contractor agrees to protect, defend, and save harmless KEDC and all KPC members from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and contractor further agrees to indemnify and save harmless KEDC and KPC members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractors, his servants or agents.
16. **Recalls:** The contractor shall notify KEDC and KPC members immediately of any products recalls. Any products that have been recalled and have been delivered shall be issued a credit and/or a comparable substitute immediately. All costs associated with voluntary and involuntary product recalls shall be borne by the contractor.
17. **Usage Reports:** Usage reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KEDC shall be issued to KEDC monthly (quarterly at KEDC's option) by the 25th day of the next month during the period of the bid. Contractor shall compile usage reports by member. The reports shall indicate, purchasing entity, purchase order number and date, item(s) sold, quantity of item(s) sold, dollar value of each item(s) sold, and total purchase order value. Since the usage report data is useful to both KEDC and the contractor, it is of benefit to both parties to share this information. KEDC will routinely request procurement data from participating districts to verify usage report accuracy.
18. **Delivery and Other Surcharges:** All products or services procured from the Bid Contract are to be delivered free of freight charges (FOB destination). Charges including but not limited to: fuel surcharges, freight charges, shipping charges, per diem, travel expenses, and project management are not permitted.

19. **Ordering and Payments:** Each member shall be responsible for making payment to the contractor, unless KEDC has been established as the Purchasing Agent for the contractor, in which case, KEDC will coordinate orders and payments directly to the contractor with the individual members being the ship to party. Normally, members pay bills only after approval from the member board which meets monthly. KEDC reserves the right to negotiate upon mutual agreement to serve as Purchasing Agent for any Bid Contract including charging an additional administrative fee to the contractor beyond the two percent fee detailed below.

The vendor's price will include an administrative fee of two percent (2%) on all purchases made by members under this contract that the vendor will remit to KEDC on a monthly basis (quarterly at the discretion of KEDC). The vendor will also compile and provide to KEDC a monthly report showing all purchases made by members under this contract in a format provided by KEDC. The vendor will make all administrative fee payments to KEDC by the 25th of the succeeding month and all checks are to be made payable to KEDC and sent to KEDC, 904 Rose Road, Ashland, KY 41102-7104. In consideration of receiving a KPC PREFERRED VENDOR BID CONTRACT vendor agrees to report and pay KEDC's administrative fees for all sales to KEDC/KPC districts even if orders are placed directly by the district to the contractor.

20. **Item Substitution and Out-of-Stock Back-Orders:** No substitutions are allowed without prior written authorization from the member. Member must be notified if item is out of stock, backordered or if timely delivery cannot be made. Upon member notification, the contractor must receive written directions from the member on how to proceed, e.g. cancel the order, process the order, etc.
21. **Returns:** The successful bidder must provide a Return Material Authorization within 1 working day of the request by KEDC or a KPC member. Returned materials shall be restocked at no charge to KEDC and/or the member.
22. **Purchase of Items not specifically listed in the Core Item List (Secondary Items):** KPC members may exercise their rights to purchase all catalog and special order items not in the Core Item list from the contractor that has been awarded the contract except competing Interactive Classroom Systems. Catalog and special order items shall be quoted at MSRP less a fixed percentage discount (per your bid) and shall be subject to the same auditing provisions as bid items. The initial price quote on catalog and special order items shall become the official bid price for the remainder of the contract.
23. **Catalog Format:** The successful bidder must provide their catalog including all items in the catalog in print and electronic format. The electronic catalog must include search capabilities listing part number, description, and pictures of an item for use on a Windows XP/Vista workstation at no charge.
24. **Installation and Professional Development:** Installation and Professional Development services that are procured under this bid are subject to the two percent administrative fee outlined in section 20 above.
25. **Training:** The successful bidder will provide KEDC personnel with training on the design, installation, and operation of all items included in this solicitation and shall assist KEDC in obtaining the necessary certifications to meet all manufacturers' requirements for warranted installation. The successful bidder must provide to KEDC personnel toll-free ordering; technical support for design; installation support and post installation support of all products included in this bid; and a 24 hour emergency number for support at no cost.
- The successful bidder will also provide "train the trainer" classes to KEDC's professional development staff on the basic use of the equipment and in-depth training to integrate the equipment into daily lesson planning.
26. **Product Updates:** The successful bidder must provide quarterly, local (within 60 miles of Ashland, KY) technical presentations on emerging technologies and industry standards at no cost.
27. **Product Evaluation:** Samples requested must be furnished free of expense to KEDC and or the KPC member for evaluation. If not destroyed or consumed in testing or evaluating, or required in connection with the award, furnished samples will, upon request, be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
28. **Warranty:** The awarded vendor shall make available and honor all manufacturer's warranties, both standard and extended, to KEDC and all member institutions.
29. **Access to Records:** All contracts over \$10,000 awarded by KEDC shall include the right of KEDC, the Kentucky Department of Education, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, to have

unrestricted access to any books, documents, papers, records of the contractor which are directly pertinent to the awarded contract, for the purpose of making audit, examination, excerpts, and transactions.

30. **Audits:**

A) KEDC reserves the right to make audits of a contractor's costs records as follows:

- 1) Prior to award of contract
- 2) Following any allowed price change.
- 3) An unscheduled audit one time during each year upon appropriate notice given to contractor.

B) The contractor shall be given notice of the intent of the cooperative to conduct an audit a minimum of two weeks in advance.

C) The contractor shall provide acceptable documentation as follows:

- 1) Manufacturer's invoices
- 2) Freight bills
- 3) Perpetual inventory records
- 4) Market bulletins (used for distributor manufactured items and inner company billing items when price change occurs).

31. **Non-assignability of Awarded Bid:** The bid award will be made only to the individual or entity which actually submits a bid. The awarded bid cannot be conveyed to an awarded bidder's successors or assigns without the prior, express approval of the Board of Directors of KEDC or its designee.

32. **Contract Suspension:** KPC may, at its sole discretion, suspend a contractor for a period of up to 90 days to investigate alleged instances of breach of contract or non-compliance. The contractor is prohibited from accepting new orders from KPC members while suspended, however, orders already in process can be completed. If the contractor is found to be in breach of contract or non-compliance, the contract is rendered null and void. The Awarded Bidder agrees that they have no legal recourse of any nature against KEDC, KPC, or its member entities except for payment of goods, supplies and services that are due for prior purchases which were permitted to be sold by the contractor under this bid. The decision of KPC regarding suspension and/or termination is final.

33. **Warning and Termination of Contract:** KEDC may terminate the contract if the contractor fails to perform at the service level specified in the bid document. Contracts may be terminated at any time, on 30 days notice upon the mutual agreement of both parties or upon the discretion of KEDC, in a shorter period of time, if the terms of the contract are violated in any way. In the event of termination, the members shall not be liable to any costs other than the cost of items delivered and accepted prior to the termination date. The contractor may terminate the contract if the members fail to meet mutually agreeable and specified payment terms.

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 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 a letter to cancel contract.

In the event the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of the contract impossible, the contractor shall not be held liable by KEDC or the members.

34. **Prompt Payment Discount:** Contractor may provide a prompt payment percentage discount for invoice payments postmarked less than 30 days from the invoice date. The discount may take the form of either a deduction from the total invoice or a check in an amount equal to the same. Example: 1% discount for invoices postmarked within 10 days of the invoice date.

35. **Contractor Commitment** - Each contractor is required to make three basic commitments to insure the overall success of the statewide program:

- **Corporate Commitment** – A commitment that KPC has the support of senior management, and that KPC is the primary offering to K-12 educational entities statewide. The contractor shall make existing K-12 clients aware of the KPC contract and upon the member's request transitioned to the contractor's KPC contract.
- **Pricing Commitment** – A commitment that KPC pricing is the lowest available pricing (net to buyer) to KPC entities and a further commitment that, if a KPC entity is eligible for lower pricing through a state, regional, or local contract, the vendor will match the pricing under KPC.

- Sales Commitment – A commitment that the supplier will aggressively market KPC statewide and that the sales force will be trained, engaged, and committed to offering KPC to K-12 entities statewide with a further commitment that all KPC sales be accurately and timely reported to KPC.

36. **Item Specifications:** The following are minimum item specifications:

- A) Interactive White Board:
- 1) Include wall mounting hardware
 - 2) RS232 and USB 1.0/2.0 Connections
 - 3) MAC/PC interface software included at no extra cost
 - 4) Minimum 5 year parts and labor warranty
- B) Ceiling Mount Projector:
- 1) Minimum 2000 lumens
 - 2) Minimum 2000 hour lamp life
 - 3) XGA, SXGA, and UXGA-Compressed computer compatibility with a minimum resolution of 1024 x768
 - 4) +/- 15 degrees vertical, horizontal, and auto keystone correction
 - 5) Minimum contrast ratio 700:1
 - 6) NTSC, NTSC 4.43, PAL, SECAM, PAL-M, PAL-N, HDTV (1080i, 720p, 480i/p) video compatibility
 - 7) Selectable aspect ratio (4:3, 16:9)
 - 8) Inverted ceiling mount capability required
 - 9) Minimum projector inputs include 2 Mini D-sub 15 pin computer connections, S-Video Terminal, RCA Video Terminal
 - 10) Minimum projector outputs include 1 Mini D-sub 15 pin computer connection
 - 11) Minimum communication support includes USB terminal and RS-232C (D-sub 9pin) connections
 - 12) Ethernet RJ-45 connection for communication preferred
 - 13) Minimum 24 bit color reproduction
 - 14) Minimum 6 month lamp warranty – 1 year preferred
 - 15) Minimum 5 year parts and labor warranty – excluding bulb
- C) Document Camera:
- 1) Minimum XGA resolution
 - 2) Minimum 20 x mechanical, 15 x digital zoom
 - 3) Minimum 20 frames per second
 - 4) Minimum 10” x 13” Shooting Area
 - 5) VGA and DVI Video output
 - 6) Minimum 32 page internal memory
 - 7) RS-232, PS-2, and USB control
 - 8) Minimum 5 year parts and labor warranty
- D) Ceiling, Wall Mount, or Board Mount Speaker Systems:
- 1) Eight ohm or 70/100 volt selectable operation
 - 2) All speakers are to include appropriate mounting hardware
 - 3) Minimum 3 year parts and labor warranty
- E) Classroom Sound Amplification System
- 1) Ceiling Mount, 360° Dome, 2-channel IR receiver (2.3/2.8 MHz)
 - 2) Body pack transmitter with battery charger
 - 3) Dual pendant rechargeable microphones
 - 4) Auto-switching to the active source
 - 5) Minimum 3 auxiliary inputs (signal to be mixed with wireless microphone)
 - 6) Minimum 1 auxiliary outputs

- 7) Minimum 26 watt RMS per channel x 4
 - 8) Optional Paging Sensor Input
 - 9) Volume controls for all speakers
 - 10) Minimum 3 year parts and labor warranty
- F) DVD/VCR Combo Unit
- 1) Progressive Scan
 - 2) DVD (DVD-R/-RW/+R/+RW) playback
 - 3) CD/MP3 (CD-R/-RW/+R/+RW) playback
 - 4) 4-Head High Fidelity Stereo VHS playback with auto-tracking
 - 5) Auto head cleaner
 - 6) Two RCA audio inputs (1 front, 1 rear), Two composite video inputs (1 front, 1 rear), one RCA audio output, one S-Video output, one component video output
 - 7) Minimum 3 year parts and labor warranty
- G) Multimedia Control System:
- 1) Provide bidirectional RS-232 communication and control of active components
 - 2) Provide IR communication and control of active components
 - 3) Provide lectern, equipment rack, or wall mounting options
 - 4) Provide device configuration software at no cost
 - 5) Provide Web-Based management software for asset management, remote control functions, and remote technical support at no cost
 - 6) Minimum 3 year parts and labor warranty on all components
- H) External USB Hub:
- 1) Minimum 6 USB 2.0 ports backwards compatible to USB 1.1
 - 2) Plug and play compatible
 - 3) 6' USB Cable for CPU connection must be included
 - 4) MAC and Windows compatible
 - 5) Minimum 3 year warranty
- I) Wireless Tablets:
- 1) Preferred to function independently of an interactive white board
 - 2) Utilizes wireless communication
 - 3) Active Area 6" x 8" or greater
 - 4) 2000 lines per inch minimum coordinate resolution
 - 5) Rechargeable battery with 30 hours or more use between charge
 - 6) Software included at no extra cost
 - 7) Minimum 2 year parts and labor warranty – including accidental damage
- J) Interactive Displays:
- 1) USB connection to computer
 - 2) PC or MAC compatible
 - 3) Minimum contrast ratio 450:1
 - 4) One D-sub analog RGB Input
 - 5) One D-sub analog RGB Output

- 6) One HD15 video cable and one USB cable
- 7) Minimum 2 year parts and labor warranty

K) Student Response System:

- 1) RF communication
- 2) Minimum 60 foot range
- 3) Minimum 12 month battery life
- 4) Programmable Identification
- 5) Minimum 50 response pads per receiver
- 6) Minimum 1 year parts and labor warranty

L) Accessory Cabinet:

- 1) Minimum 6 outlet Surge Suppressor
- 2) Four caster locking wheels
- 3) Cabinet must be lockable
- 4) Cabinet must be vented
- 5) Minimum 1 year parts and labor warranty

37. **Contractor Certification:** Installation shall be under the direct supervision of an InfoComm International Certified Technology Specialist (CTS), who must be present at all times when work is performed for any KPC member. Manufacturer certification programs are not an acceptable substitute for industry certification. Proof of certification for all supervising installers must be submitted with the bid. It is the responsibility of the contractor to notify KEDC of any changes to the certification status their installers within 14 calendar days.

38. **Standard Conditions:**

- A) Contractors shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to this bid and the rendering of goods and /or services.
- B) This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- C) Contractors providing services under this bid invitation, herewith assure KEDC they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- D) Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- E) Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, age, religious creed, sex, national origin, or handicap.
- F) Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. KEDC and KPC members, its authorized agents and/or state/or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.
- G) Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, 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.
- H) By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- I) Prohibition against conflicts of interest, gratuities, and kickbacks: Any employee or official of KEDC or KPC members, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the KPC members shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- J) Contractor is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, and KRS 42.990.
- K) The provisions of KRS 365.080 and KRS 365.090 which permit the regulation of resale price by contract, does not apply to sales to the State.
- L) The bidder is fully knowledgeable of KRS 45A.335-45A.490, Kentucky Model Procurement Code, including the provisions for violation of the Code. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of KEDC or the Boards of Education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees that are designed to secure a public contract for supplies or services.
- M) KEDC reserves the right to reject any and/or all bids and to waive informalities.

KEDC MULTIMEDIA COMPONENTS CERTIFICATION – PV-MM-2007-06.002

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the bid invitation. In compliance with all general and specific terms and conditions of the bid invitation, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the KEDC Board of Directors or its designee of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the bid offer accepted.

Include in your Sealed Bid Packet:

- 1) This Certification form **COMPLETED** and **SIGNED**.
- 2) The "Interactive White Board Line Item" Excel spreadsheet on CD or USB drive with all fields completed as described in Item 2 of the Invitation for Bid.
- 3) A printout of the Excel spreadsheet.
- 4) Copy of CTS certification for all lead installers.

Bidding Firm

Authorizing Signature

Date

Printed Name of Authorized Signatory

Administrative Contact Name

Administrative Contact Email Address

Administrative Contact Phone

Administrative Contact Fax

Administrative Contact Address

Administrative City, State, Zip

Sales Contact Name

Sales Contact Email Address

Sales Contact Phone

Sales Contact Fax

Sales Address

Sales City, State, Zip

Web Address

Federal Identification Number