

# OETC-20I-EdTechEffectiveness

*Invitation to bid on providing volume price agreement and fulfillment of: Educational Technology Effectiveness Tools*

*A Joint Cooperative Procurement by the public K-12 and Higher Education members of the Organization for Educational Technology and Curriculum (OETC).*

## **Bid Submission Deadline:**

April 16, 2020  
5:00 p.m. PST

## **Deliver Sealed Bids to:**

Organization for Educational Technology and Curriculum  
Attn: Zach Jensen / OETC-20I-EdTechEffectiveness <insert Respondent company name>  
471 High Street SE  
Suite 10 / Creekside  
Salem, Oregon 97301-3995

# Section I: ITB Overview

## A. ITB Details

The Organization for Educational Technology and Curriculum (OETC), with its principal place of business at 471 High Street SE, Suite 10, Salem, Oregon 97301, on behalf of its public member K-20 institutions, is seeking bids for educational audio solutions for a price agreement and fulfillment services.

ITB Number	OETC-20I-EdTechEffectiveness
ITB Products	Educational Technology Effectiveness Software
OETC Contract Administrator	Zach Jensen <a href="mailto:zjensen@oetc.org">zjensen@oetc.org</a>
Announcement URL	<a href="https://oetc.org/2020/03/itb-edtecheffectiveness/">https://oetc.org/2020/03/itb-edtecheffectiveness/</a>
Administrative Fee	2%
Contract Term	Three (3) years
Renewal Term	Up to three (3) additional years
Estimated Fulfillment Volume	\$500,000

## B. ITB Schedule

March 17, 2020	<b>Invitation to Bid is released</b>
March 31, 2020	<b>Questions Due</b> <i>All questions from suppliers must be submitted to OETC using the web form found at the ITB Announcement URL.</i>
April 1, 2020	<b>Posted Answers</b> <i>All questions and official responses will be posted on OETC's website at the ITB Announcement URL</i>
April 16, 2020	<b>Closing</b> <i>All sealed bids are due to OETC by 5:00 p.m. on this date to qualify for evaluation</i>
April 17, 2020	<b>Intent to Award</b> <i>OETC will post its intent to award at the Announcement URL.</i>
April 17-23, 2020	<b>Protest Period</b> <i>Responsive bidders not awarded may protest in accordance with the terms and conditions set forth in this ITB.</i>
April 24, 2020	<b>Notification of Award</b> <i>All Bidders will be notified of the status of their bid.</i>

## C. Objectives

1. OETC is seeking qualified bids for a system that provides a way to manage, streamline, evaluate, and store all digital resources currently utilized by schools and/or school districts. It is OETC's desire to be able to provide members with a district site that will house all digital products that have been requested and evaluated, supporting documentation for those digital products, and a place for staff to provide feedback. Tech Services will need a system that provides a streamlined process for evaluating all digital resources.
2. Definition of Digital Resources: Any hardware, software, applications, and online resources.
3. To obtain greater volume-based price discounts resulting from the administrative savings Supplier(s) will accrue from the maintenance of a single, comprehensive Master

Price Agreement for multiple educational institutions throughout the Pacific Northwest and beyond.

4. To simplify the procurement process for each of OETC's members by providing access to Supplier(s) who have been awarded contracts through a competitive sealed bidding process. As a result of this approach, OETC's membership will be able to make informed decisions about how to invest in Educational Technology Effectiveness tools.

**All OETC Members may use the resulting Contract(s).**

### **General Requirements**

Based on feedback from the educators and administrators represented by OETC's 1,135 members, OETC is seeking bids from suppliers that can offer competitive pricing on Educational Technology Effectiveness Solutions.

Only responsive bids submitted by responsible bidders and those deemed as having the Best Value in accordance with the evaluation criteria set forth in this ITB will be awarded contracts. This Invitation to Bid may result in multiple awards.

If services called for by this Invitation to Bid have been identified by a brand name, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.

### **Technical Specifications**

1. OETC is seeking to accept a supplier's bid that will provide a means by which OETC members can effectively assess the viability of the educational technology products and services in their current technology ecosystem.
2. The full list of required specifications can be found in Exhibit 1.
  - a. This Excel document must be filled out correctly, and in its entirety in order for the bid to be deemed responsive. Exhibit 1 must be saved on a USB flash drive along with this original ITB document and submitted via mail or in-person to Zach Jensen, Contracts Manager of OETC.
3. OETC reserves the right to disqualify bids that do not adhere to the aforementioned requirements.

## D. About OETC

OETC is a nonprofit that makes purchasing technology simple, reliable, and affordable to meet the needs of educators across the country. Our consortium membership is concentrated in the Pacific Northwest, but includes institutions in K-12 and Higher Education from every region of the United States—rural and metropolitan, large and small, old and new.

On behalf of the consortium, OETC negotiates competitively bid contracts with industry-leading educational technology providers. These contract holders gain access to a purchasing market of over 1,100 educational institutions and school districts, as well as convenient and reliable sales facilitated by our dedicated marketing and support staff.

## E. Participating Members

This ITB is on behalf of all public members of OETC. All members are accredited educational institutions serving K-12 students, Higher Education students, and libraries. A complete and current list of OETC Members may be found at [store.oetc.org/membership](http://store.oetc.org/membership).

# Section II: Instruction to Bidders

*Failure to submit a bid in accordance with the provisions of this ITB shall be grounds to declare the bid as non-responsive and the bid will receive no further evaluation or consideration.*

### **Bidders Must:**

- 1) Submit a completed bid.
- 2) Provide OETC with all required or requested documents and literature.
- 3) Provide any corrections or erasures to their bid that deviate from the original terms and conditions presented in this ITB by utilizing Exhibit 1, Form D.
- 4) **Utilize Electronic Submission.** OETC requires Bidders to submit their responses in electronic format. The response must arrive in a sealed package that must contain a USB Flash Drive (hereinafter: "media").
- 5) Submit the original ITB document in a single PDF with the following completed and/or signed documents included:
  - a) **Sign Section VII:** Bid Signature Page
  - b) **Complete Attachment A:** Suspension and Debarment Certification - Required for OETC's Members to utilize federal funds for purchases.

- c) **Complete Attachment B:** Business Overview
- 6) Complete Exhibit 1 – Bidder information, Requirements, and Pricing
- a) Exhibit 1 must be submitted in its native Excel format and included on the USB thumb drive containing the PDF of the original ITB document. The following tabs must be properly filled out in order for the bid to be deemed responsive:
    - b) **Form A** - Supplier Information
    - c) **Form B** - Supplier Contacts
    - d) **Form C** - References. Suppliers must submit five (5) examples of current OETC Members that have or are currently receiving the products and services being proposed by the Supplier.
      - i) In the event Supplier does not have current OETC Members as a reference, Supplier must provide references from other accredited educational institutions or contracts where the Supplier has been awarded a statewide price agreement.
    - e) **Form D** - Terms, Conditions, and Specification Exceptions. Suppliers may request alternate language using this form. OETC reserves the right to disqualify any Supplier if the proposed language infringes upon the intent of this contract.
    - f) **Form E** – Fulfillment Agent. Supplier must identify to whom OETC orders will be sent.
      - i) If the Supplier is a Manufacturer, it may designate itself or separate Fulfillment Agents (e.g. Resellers, Channel Partners, etc.) to fulfill the terms and agreement of this Contract.
      - ii) Final selection of designated Resellers will be made in consultation with OETC during contract negotiations.
      - iii) Suppliers who are Manufacturers and will take orders directly should complete Form E with their own information.
      - iv) Manufacturers who will be naming Fulfillment Agents to take orders on their behalf should fill Form E out with the Channel Partner’s information. Form E may be duplicated to name as many Fulfillment Agents as necessary.
      - v) If Supplier is a Reseller, Supplier will fill out Form E with their own information.
      - vi) Supplier may duplicate Form E to include additional Fulfillment Agents.

- g) **Provide % off of MSRP** - Category percent off of Manufacturer's Suggested Retail Price (MSRP) (required). Tab - % off of MSRP: This is the percent off of MSRP an OETC Member can receive on a single or multi-unit order. Categories are useful for distinguishing different lines within a single manufacturer that may require a different percent off of MSRP.
  - h) Answer "Yes" or "No" to all product requirements contained in the "Product Requirements" tab of Exhibit 1.
  - i) **Provide Product Pricing** – Pricing information must be submitted in Excel format for scoring purposes. Pricing should include shipping costs, where applicable, and not take into account the administrative fee charged by OETC.
- 7) **Complete Exhibit 2 – Questions** (not required). Questions must be submitted in writing using Exhibit 2: Question Form. All questions received by the cutoff date will be responded to via an addendum posted at the Announcement URL. Be specific and cite the section, item, and page number to which the question refers.
- a) Contact with any OETC personnel other than the Contracts Manager may result in rejection of the bid.
- 8) **Attach a Manufacturer Authorization.** If Supplier is not the Manufacturer of the goods or services in the Proposal, Supplier must attach a Manufacturer's letter or other written evidence and/or documentation including a narrative of relationships between you, your distributor (if necessary), and the Manufacturer of each product line you are bidding. This authorization should be included at the end of the ITB PDF.
- a) Please note: the letter must specify the territory for which the Supplier is authorized and specially reference the OETC-20I-EdTechEffectiveness opportunity. This letter or file must be attached alongside the name(s) of the product line(s) contained in the response.
- 9) Submit the ITB to the correct location, by the correct time, and be delivered in a sealed package to:

OETC  
Attn: Zach Jensen / OETC-20I-EdTechEffectiveness <Insert Supplier Name>  
471 High Street SE  
Suite 10 / Creekside  
Salem, Oregon 97301-3995

# Section III: ITB Evaluation

## A. Phase One – Evaluate Responsiveness.

Complete Bid	Pass / Fail
Responsive Bid	Pass / Fail

1. **Complete Bid.** The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the ITB. A pass or fail criteria will be used. A response must comply with all instructions listed in this ITB.
2. **A Responsive Bid.** Responsive Bids will have correctly followed all instructions in §II.

Only bids found to be complete, responsive, and pass all evaluative criteria in phase one will be evaluated in phase two.

## B. Phase Two – Evaluate Responsibility.

1. **Business Overview.** OETC will evaluate whether the Supplier has the resources itself, or through designated Fulfillment Agents, to support the entire OETC Consortium which primarily covers Oregon, Washington, and Idaho. Responses to Attachment B - Business Overview will be utilized to evaluate whether the Supplier is a financially stable company with a track record of providing this type of service in the education industry.
2. **Terms and Conditions.** Any Bid that requests changes to this ITB’s Terms and Conditions may constitute a fail designation for this phase. OETC reserves the right to conditionally pass a respondent on this section, but to negotiate and propose changes to the terms and conditions during the negotiation phase.

## C. Phase Three – Evaluate Pricing.

1. Only those responses found to be responsive and responsible under phase one and two will be considered in phase three. OETC may request clarification from one or more Suppliers. Responses to clarifications must be made in writing. OETC will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.
2. Only responses entered in Exhibit 1 will be used to evaluate prices.
  - a. Total cost to OETC includes FOB shipping, if applicable.



3. OETC reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

## **D. Phase Four – Contract Negotiations.**

1. Only those responses that are found to be responsive under phases one, two, and three will be considered in phase four.
2. OETC will post an Intent to Award with those it wishes to either accept the bid as-is or to enter in negotiations outlined in this section. OETC will enter into contract negotiations at the close of the protest period.
3. OETC reserves the right to request Best & Final Offers or engage in simultaneous competitive negotiations with the finalists. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final Offer, and/or negotiations.
4. OETC reserves the right to award this solicitation to a single Supplier, or to multiple Suppliers, whichever is in the best interest of OETC and its Membership.
5. OETC reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the OETC and its Membership.
6. OETC's Contract Manager will make the final determination and award decision(s) for this ITB.

## **E. Phase Five – Sign Contracts and Marketing**

### **Kickoff.**

1. OETC and Supplier will finalize any negotiated terms and conditions and sign the resulting contract.
2. OETC and Supplier will schedule a marketing meeting to review how to properly advertise and promote awarded products and services to the OETC Membership.

# Section IV: ITB Terms and Conditions

1. **Joint Cooperative Procurement.** This solicitation is a Joint Cooperative Procurement. Authorized agencies may establish a Contract with the provider to purchase the goods and services awarded by this solicitation. Authorized agencies may not materially change or alter the terms, conditions, and prices from the original Contract between the provider and the district.
2. **Brand Specification.** If items called for by this Invitation to Bid have been identified by a brand name, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.
3. **Estimated Fulfillment Volume Is Not a Guarantee of Sales.** The Estimated Fulfillment Volume is provided as a courtesy to Bidders to corroborate proposed pricing. The Estimated Fulfillment Volume is based on purchasing history and consortium demand.
4. **Change by Written Addenda.** OETC may change this ITB by Written Addenda.

OETC will issue all Addenda and changes at the ITB Announcement URL. At its discretion, OETC may extend the closing to allow Bidders time to analyze and adjust to changes.

OETC reserves the right to reject any and all responses, to modify these ITB specifications, or to waive informalities in the ITB.

5. **Modifications.** Modification must be prepared and submitted using Exhibit 1, Form D.
6. **Withdrawal.** A Bidder may modify or withdraw their Bid in writing prior to closing.
7. **Bids are Irrevocable.** Bids submitted by Bidders shall be irrevocable for at least ninety (90) calendar days after the bid opening date and time.
8. **Controlling Language.** The Bidder hereby acknowledges and agrees that these ITB Terms and Conditions and the General Terms and Conditions control any contract awarded by this process unless the Bidder expressly states on the Bid Signature Page alternative terms or conditions the Bidder wishes OETC to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the Bid to rejection.
9. **Late Bids.** Any Bid received after closing is late. A Bidder's request for withdrawal or modification of a bid received after closing is late. OETC will not consider late bids.
10. **Receipt, Opening and Recording Bids.** Bids will be opened and recorded. The number of Bids received and the identity of the Bidders will be disclosed to the public at the time of opening. The content of the Bids will not be disclosed until all bids have

been evaluated, negotiations completed if required, and an Intent to Award has been published.

11. **Preference.** If all other factors are equal, goods or services that have been manufactured or produced in Oregon will receive preference. Additionally, recycled products or those utilizing 100% recycled materials will receive preference, in accordance with state law.
12. **Multiple Awards.** OETC reserves the right to elect, in its sole discretion, to make multiple awards. The number of awards shall be based on the anticipated member need and service, and awardees will be selected based upon the point totals awarded through the Bid scoring process. This notice of multiple awards does not preclude OETC from awarding a single Contract.
13. **Question or Clarification.** All questions regarding this ITB must be submitted in writing using the Question Form on the announcement URL. No oral questions will be accepted. All questions received prior to the question deadline will be answered by OETC's Contracts manager and posted on OETC's website. Bidders may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this ITB.
14. **Permissive Procurement ("Piggy-back").** For the term of the agreement and any extensions, at the option of the contract holder, other school districts, colleges, community colleges, universities, any political subdivision, including any county, city, or town in the United States, may purchase the identical item(s) at the same price or better and upon the same terms and conditions pursuant to each entity's relevant state statutes and procurement procedures.
15. **Requirements for Protest.** A Bidder may protest the Intent to Award during the protest period if:
  - a. The Bidder is adversely affected because the Bidder would be eligible for Award of the Contract in the event the Protest were successful; and
  - b. The reason for the Protest is that (the aggrieved Bidder must provide details):
    1. All higher scoring Bids are not responsive;
    2. OETC has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in this ITB; and
    3. OETC's evaluation of Bids or OETC's subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.
16. **Protest Process.** A prospective Bidder may protest the procurement process or the ITB document as set forth in ORS 279B.405(2). Bidder written comments shall include:
  - a. A detailed statement of the legal and factual grounds for the protest;

- b. A description of the resulting prejudice to the Bidder; and
  - c. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.
  - d. OETC will issue a Written Disposition of the Protest in a timely manner. OETC's Executive Director has the authority to settle any protest. If the Executive Director does not settle a Protest, the OETC Board President, or designee, has the authority to resolve the Protest. If OETC upholds the Protest, in whole or in part, OETC will, in its sole discretion, either award the Contract to the successful protester or cancel the ITB.
17. Bidders must exhaust all administrative remedies before seeking judicial review.

## Section V: Contract Terms and Conditions

### A. General Terms and Conditions

1. **Contract Coordinator.** The Contract Coordinator identified in Form B of Exhibit 1 is to be the sole point of contact with regard to contractual matters, disputes, concerns or other issues arising from this Contract.
  - a. Supplier may update the Contract Coordinator by submitting a new Form B to the OETC Contracts Manager.
2. **Contract Period.** The term for the contract awarded pursuant to this solicitation will be for a three (3) year period effective from the date of contract execution.
3. **Contract Renewal.** At OETC's discretion, OETC may renew this contract up to three (3) additional years. This contract will automatically renew at the end of the initial term for a further term of three (3) years unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.
4. **Administrative Fee.** The OETC Administrative Fee is set in § IA.
  - a. For OETC Member orders placed directly with Supplier or its Fulfillment Agents, the OETC Administrative Fee shall be submitted quarterly by the Supplier and is based on sales of products and services (less any charges for taxes or shipping) resulting from this Contract. The quarterly submission must include the OETC Member name, date of purchase, and amount purchased.

- b. For OETC Member orders placed directly by OETC, the OETC Administrative Fee will be collected by OETC at the time of sale.
- c. Contract Awardee and/or its Fulfillment Agents may apply to the OETC Contract Administrator for a one-time OETC Administrative Fee reduction for large orders with a dollar value over \$1,000,000.

## **B. Pricing and Products.**

1. The pricing for Supplier's catalog of goods and services as listed on Attachment A shall be applicable to all purchases made under this agreement and shall remain firm for the life of the Agreement unless improved to the benefit of the Membership.
2. Supplier is authorized to offer Members (on a case by case basis) enhanced pricing and/or Member-specific agreements or pricing at any time. These enhanced pricing shall be considered part of the OETC contract.
3. Supplier shall not offer OETC members lower pricing by excluding the OETC contract, or by substituting another cooperative contract in its place.
4. **Maintaining Exhibit 1 - Price Schedule.** All pricing changes and product additions, deletions or updates must be submitted on the OETC Pricing Template. This is an Excel template. No other format will be accepted.
  - a. It is the responsibility of the Contractor to maintain an accurate price list for the lifetime of the contract including marking existing products as discontinued and submitting a complete and accurate price list every six months, or more frequently if needed.
5. All changes to the price list must be submitted 30 days prior to taking effect.
6. **Discontinued Items.** Discontinued items must be marked on the OETC Pricing Template and submitted to [help@oetc.org](mailto:help@oetc.org) to be removed from the contract. If an OETC Member purchases a product that is no longer available, but was not designated so by the Supplier, it will be the responsibility of the Supplier to ship an equivalent or better product at the price of the purchased, discontinued product.
6. **Adding New Products.** Supplier may make model changes, add new products, and product upgrades or services using the Pricing Template. The pricing for these changes shall incorporate comparable pricing discount levels approved by the OETC Contract Administrator for similar products and services.
  - a. These products and services may be added to the awarded contract at the same percentage off of MSRP specified in the ITB Response, or at a greater discount.

7. **Travel Costs.** If applicable, on-site services pricing shall include travel costs to the metropolitan areas of any OETC Member in the contiguous U.S. (e.g., Portland, Seattle, Boise, Spokane, Eugene). Pricing for on-site services outside these areas may be billed at fixed or actual rate. The rate may be negotiated with individual OETC Members at the time of sale.

## C. Fulfillment Agents

1. **Fulfillment Agents Allowed.** Supplier may assign its fulfillment rights and obligations of this agreement to one or more Fulfillment Agents.
2. **Adding or Removing Fulfillment Agents.** Supplier may propose adding or removing fulfillment agents throughout the lifetime of this agreement by submitting a revised Form B to OETC's Contract Administrator.
3. **OETC Approval Required.** Proposed additions must be approved by OETC's Contract Manager before taking effect.

## D. Payment Terms and Options

1. **Payment Terms.** All purchase orders received by OETC or its members will be on Net 30 terms or greater.
2. **Invoice with shipment.** Supplier or its Fulfillment Agent may not submit an invoice for payment until the order is fulfilled either electronically or Freight on Board (FOB) Destination.

# Section VI: Definitions

**Administrative Fee.** The fee paid by Suppliers with awarded Contract(s) to OETC to fund the organization's purchasing consortium support.

**ITB Announcement URL.** The web address where the ITB is announced and all files are posted.

**Best Value.** The basis for awarding contracts for products and/or services to the bidders that optimize quality, cost, and efficiency among responsive and responsible bidders. Such basis will reflect, wherever possible, objective and quantifiable analysis.

**Contract(s).** The complete agreement including the ITB, any additional terms and conditions and negotiated items.

**Contract Awardee or Contract Holder.** The organization or entity who wins and ITB and signs a contract with OETC.

**Contract Coordinator.** The employee from the manufacturer/reseller who will be responsible for management of the contract throughout its life. OETC must be notified within 30 days if the designated Contract Coordinator changes.

**Estimated Fulfillment Volume Is Not a Guarantee of Sales.** The Estimated Fulfillment Volume is provided as a courtesy to Bidders to corroborate proposed pricing. The Estimated Fulfillment Volume is based on purchasing history and consortium demand.

**Finalist.** A respondent who is found to be responsive under phases one and two of the evaluation process and will be considered in phase three.

**Fulfillment Agent.** A designee by the Contract Awardee to take orders on behalf of the Contract Holder. Often if the Contract Holder is a Manufacturer, the Manufacturer names Channel Partners as its Fulfillment Agents. These can be modified throughout the duration of the contract.

**Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

**MSRP.** Manufacturer Suggested Retail Price. If Manufacturer has a MSRP for Education that is lower than standard MSRP, than OETC presumes all references to MSRP refers to Education MSRP.

**Native (Excel) Format.** The file structure of an electronic document as defined by the original creating application. As it applies to this Invitation to Bid, the documents created in Excel must be filled out and submitted in the original Excel format.

**Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by an OETC Member.

**Purchasing Entity.** Means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by the Contract Awardee that issues an order against the Contract and becomes financially committed to the purchase.

**Reseller.** A designated Fulfillment Agent by a Contract Awardee.

**Supplier.** The organization or entity who submits a Bid in response to this solicitation.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster

recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but OETC Members do not have to accept, limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts. EACH OETC MEMBER DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

**Warranty.** The Manufacturer's general warranty tied to the product at the time of purchase.

**Continued on next page**

## **Section VII: Bid Signature Page**

The undersigned hereby agrees to the specifications, terms and conditions of this Invitation to Bid.

The undersigned acknowledges their authority to submit this bid on behalf of the firm listed below and bind it to comply with these specifications, terms and conditions if any contract is awarded through this ITB process.

Furthermore, the undersigned certifies conformance to applicable Federal laws, Oregon Revised Statutes, and Oregon Administrative Rules concerning public contracts, and that this bid is made without connection with any person, firm or corporation making a bid for the same goods or services, and is in all respects fair and without collusion or fraud.



# Company Information

Federal Tax Identifier: \_\_\_\_\_

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

I, the above signee, certify the pricing provided in this Response is the lowest available pricing from my firm to OETC Members.

\_\_\_\_\_  
Signature of Authorized Representative

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

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

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

# Legal Address

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

# Attachment A: Suspension and Debarment Certification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

1. The Supplier certifies to the best of its knowledge and believe that it and its principals:
  - 1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 1.2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 1.3. Are not presently indicted of or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. 1.2 of this certification; and
  - 1.4. Have not within a three-year period preceding this response had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Supplier is unable to certify to any of the statements in this certification, Supplier shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

# Instructions for Certification

1. By signing and submitting this proposal, the Supplier is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this procurement solicitation. The Supplier shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the overall scoring of the proposal of bid. However, failure of the Supplier to furnish a certification or an explanation shall disqualify such person from this response for proposal, or invitation to bid.
3. The certification in this clause is a material representation of fact upon which reliance was placed when OETC scores and awards bids. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to OETC and its membership, OETC may terminate this transaction for cause or default.
4. The bidder shall provide immediate written notice to the OETC contact to which this bid was submitted if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. The bidder agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OETC.
7. The bidder further agrees by submitting this bid that it may be required to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by OETC entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph six of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, OETC may terminate this transaction for cause or default.

# Attachment B - Business Overview

Answers to the following questions will be used to determine Bidder Responsibility. Please provide clear and succinct answers to the following questions. Responses must be entered in the field provided (fields will automatically adjust to fit responses).

<b>Company History</b>
1. Suppliers, the organization or entity submitting a bid in response to this solicitation, should provide a brief history and description of their company.
<b>Operations</b>
2. What was your company's revenue for the most recent fiscal year?
3. What is your company's D-U-N-S number?
4. How many people does your company currently employ?
5. How many United States-based sales professionals are currently employed by your company? a. How many of your company's sales professionals are dedicated to covering Oregon, Washington, and Idaho?

<p>6. How many United States-based marketing professionals are currently employed by your company?</p> <p>a. How many of these marketing professionals are dedicated to serving Oregon, Washington, and Idaho?</p>
<p>7. Will your firm provide a dedicated representative to serve OETC and its membership?</p>
<p><b>Customer Service</b></p>
<p>7. Please describe your support/customer service offerings.</p> <p>a. How many people are in your customer service department?</p> <p>b. Is support available 24/7?</p> <p>c. Bidders that do not have offices in the states for which they are submitting bids shall provide evidence of their ability to provide a high level of customer service from an out-of-state position.</p>
<p><b>Section 508 Compliance</b></p>
<p>8. Suppliers should describe their commitment to the manufacture of accessible products by describing their support of the applicable provisions of the Workforce Investment Act of 1998, Section 508.</p>
<p><b>How did you hear about this Invitation to Bid?</b></p>