

# OETC-18R-StudentComms

*Request for Proposals on providing volume price agreement and fulfillment of: Student Communication Software and Applications*

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

## **Proposal Submission Deadline:**

November 26, 2018 (**revised – new deadline December 3, 2018**)  
5:00 p.m. PST

## **Deliver Sealed Proposals in Electronic Format to:**

Organization for Educational Technology and Curriculum  
Attn: Zach Jensen / OETC-18R-STUDENTCOMMS [Insert name of Respondent's Company]  
471 High Street SE  
Suite 10 / Creekside  
Salem, Oregon 97301-3995

# Section I: RFP Overview

## A. RFP 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 proposals for student communications software and applications in education for a price agreement and fulfillment services.

RFP Number	OETC-18R-StudentComms
RFP Products	Student Communications Systems
OETC Contract Administrator	Zach Jensen zjensen@oetc.org
Announcement URL	<a href="http://www.oetc.org/18R-comms">www.oetc.org/18R-comms</a>
Administrative Fee	5%
Contract Term	Three (3) years
Renewal Term	Up to three (3) additional years
Shipping Charges	Freight on Board Destination (FOB)
Estimated Fulfillment Volume	\$500,000

## B. RFP Schedule

October 26, 2018	<b>Request for Proposals is released</b>
November 7, 2018 & November 14, 2018	<b>Request for Proposals is advertised in adherence to state guidelines</b>
November 19, 2018	<b>Questions Due</b> <i>All questions from Manufacturers or their Authorized Dealer(s) must be submitted to OETC using the web form found at the RFP Announcement URL</i>
November 20, 2018	<b>Posted Answers</b> <i>All questions and official responses will be posted on OETC's website at the RFP Announcement URL</i>
November 26, 2018	<b>Closing</b> <i>All sealed proposals are due to OETC by 5:00 p.m. on this date to qualify for evaluation</i>
November 27, 2018	<b>Proposal Opening</b> <i>Received proposals are opened, recorded, and published at the RFP Announcement URL</i>
November 27 - 29, 2018	<b>Response Evaluation Period</b> <i>The evaluation period is an estimate, and may be longer or shorter based on the number of responses and/or the complexities of the responses. Significant changes to this schedule will be posted at the RFP Announcement URL.</i>
November 30, 2018	<b>Intent to Award</b> <i>OETC will post its intent to award at the Announcement URL.</i>
November 30 – December 3, 2018	<b>Protest Period</b> <i>Responsive Proposers not awarded may protest in accordance with the terms and conditions set forth in this RFP.</i>
December 4, 2018	<b>Notification of Award</b> <i>All Proposers will be notified of the status of their proposal.</i>

## C. Objectives

1. OETC, on behalf of its K-12 membership, is soliciting proposals for the development, implementation, and documentation of a software application to facilitate better communication between educational institutions, parents, and students via SMS, email, or smartphone notification.
2. The proposed solution will enable OETC members to schedule and easily send electronic messages to parents and students. These messages would be tailored to parents, students, or groups of students, and could be used to:
  - a. remind students about upcoming assignment deadlines;
  - b. notify parents of upcoming events;
  - c. bridge the gap between teachers and parents in regards to implementing intervention strategies pertaining to attendance, performance, etc.;
  - d. contact parents via telephone without revealing personal phone numbers;
  - e. reach a wide audience with one single message;
3. As detailed in the specifications, the solution should enable non-technical users to manage contacts and SMS messages, including templates, scheduling, mass messages, and automation.
4. To obtain greater volume-based price discounts resulting from the administrative savings Contractor(s) will accrue from the maintenance of a single, comprehensive Master Price Agreement for multiple educational institutions throughout the Pacific Northwest and beyond.
5. To simplify the procurement process for each of OETC's members by providing access to vendors 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 necessary technology.

All OETC Members may use the resulting Contract.

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

# Section II: Instructions to Proposers

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

### Proposers Must:

- 1) Submit a completed proposal.
- 2) Provide OETC with all required or requested documents and literature.
- 3) Provide any corrections or erasures to their proposal that deviate from the original terms and conditions presented in this RFP by utilizing Exhibit 1, Form D.
- 4) **Utilize Electronic Submission.** OETC requires Proposers to submit their responses in electronic format. The response must arrive in a sealed package that must contain a USB Flash Drive (hereinafter: "media"). OETC offers no guarantee submitted paper documentation will be reviewed. Failure to utilize electronic submission via USB Flash Drive may result in disqualification.
  - a) The USB Flash Drive must contain the following:
    - i) One PDF containing:
      - (1) The RFP Document
      - (2) Section VII: Proposal Signature Page
      - (3) Attachment A: Suspension and Disbarment Certification

- (4) Attachment B: Company Overview
- ii) The following Excel documents in their native Excel format:  
(1) Exhibit 1 – Proposer Information, Requirements, and Pricing
- 5) Submit the RFP in a single PDF with the following completed and/or signed documents included at the end:
- 6) **Sign Section VII:** Proposal Signature Page
- 7) **Complete Attachment A:** Suspension and Debarment Certification - Required for OETC's Members to utilize federal funds for purchases.
- 8) **Complete Attachment B:** Business Overview
- 9) **Complete Exhibit 1 – Proposer information, Requirements, and Pricing**
- \*Exhibit 1 must be included on the USB Flash Drive in its native Excel format\***
- a) **Form A** - Respondent Information
- b) **Form B** - Respondent Contacts
- c) **Form C** - References. Respondents must submit five (5) examples of current OETC Members that have or are currently receiving the products and services being proposed by the Respondent.
- i) In the event Respondent does not have current OETC Members as a reference, Respondent must provide references from other accredited educational institutions or contracts where the Respondent has been awarded a statewide price agreement.
- d) **Form D** - Terms, Conditions, and Specification Exceptions. Respondents may request alternate language using this form. OETC reserves the right to disqualify any Respondent if the proposed language infringes upon the intent of this contract.
- e) **Form E** – Fulfillment Agent. Respondent must identify to whom OETC orders will be sent.
- i) If Respondent is a Manufacturer, respondent 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) Respondents 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 Respondent is a Reseller, Respondent will fill out Form E with their own information.
  - vi) Respondent may duplicate Form E to include additional Fulfillment Agents.
- f) **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.
- i) Enter a manufacturer name in column A. Select the appropriate category from the dropdown. Enter a % off of Education MSRP in column D. If the categories available from the dropdown in Column B do not accurately represent the product category for which Respondent intends to provide a percent off of MSRP, please select 'Proposer's Choice' from the dropdown and describe the category in Column C.
  - ii) Proposal must provide an Education MSRP price list so that specific pricing against % off of MSRP may be calculated for comparison purposes.
  - iii) Large order discounts (not required). Tab - % off of MSRP: If an OETC Member purchases a threshold amount of product per category on a single transaction, the respondent can offer additional percent off MSRP. These additional discounts are entered in columns D, E, and F.
- g) **Provide Specifications** – The seventh tab in Exhibit 1 begins the software evaluation portion of the Exhibit. Respondent should address each item, indicate a "Yes" or "no" response and include any necessary comments in the appropriate fields.
- i) The 'Cost to OETC' column is where Respondents should enter their proposal for that particular item. The administrative fee should not be included in this amount.
  - ii) **Exhibit 1 must be included on the USB Flash Drive in its native Excel format.**
- h) **Provide Pricing** – The final tab of Exhibit 1 ("Pricing") must be completed to showcase the per-student cost of the service. Any additional or associated costs (implementation, professional development, etc.) must be included in the bid.

- i) Rows 1-5 pertain to any volume discounts that may be offered based on the number of students.
- ii) Rows 6-15 are in place for Respondent to identify additional associated costs.

10) **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) Only questions utilizing Exhibit 2 will be answered. Once the RFP has been made publicly available through the Announcement URL, the only way Respondents can receive answers to their questions is by filling out Exhibit 2 and sending it as an email attachment to [zjensen@oetc.org](mailto:zjensen@oetc.org).
- b) Contact with any OETC personnel other than the Contracts Manager may result in result in rejection of the response.

11) **Attach a Manufacturer Authorization.** If Respondent is not the Manufacturer of the goods or services in the Proposal, Respondent 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 RFP PDF.

- a) Please note: the letter must specify the territory for which the Respondent is authorized and specially reference the OETC-18R-StudentComms opportunity. This letter or file must be attached alongside the name(s) of the product line(s) contained in the response.

12) Submit the RFP to the correct location, by the correct time, and delivered in a sealed package to:

Organization for Educational Technology and Curriculum  
Attn: Zach Jensen / OETC-18R-StudentComms [Insert Respondent’s Company Name]  
471 High Street SE  
Suite 10 / Creekside  
Salem, Oregon 97301-3995



# Section III: RFP Evaluation

## A. Phase One – Evaluate Responsiveness.

Complete Proposal	Pass / Fail
Responsive Proposal	Pass / Fail

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

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

**Note: Proposers are strongly encouraged to use the Proposal Evaluation Rubric found at the Announcement URL for OETC-18R-StudentComms as a checklist to ensure they are submitting the necessary documents to be considered a Responsive Proposer.**

## B. Phase Two – Evaluate Responsibility.

1. **Business Overview.** OETC will evaluate whether the Respondent 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 Respondent is a financially stable company with a track record of providing this type of service in the education industry.

Company Overview	10 Points
Proposal	5 Points
Corporate Competency	45 Points

Past Performance	20 Points
Service	20 Points

2. **Terms and Conditions.** Any Proposal that requests changes to this RFP’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 Respondents. 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. Respondents should find the tab corresponding to the manufacturer and product for which they are submitting pricing and enter the total cost to OETC for each product listed.
  - a. Total cost to OETC includes FOB shipping.
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 proposal 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 Respondent, or to multiple Respondents, 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 RFP.

## E. Phase Five – Sign Contracts and Marketing

### Kickoff.

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

## Section IV: RFP 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 Request for Proposals 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 Proposers 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 RFP by Written Addenda.

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

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

5. **Modifications.** Modification must be prepared and submitted using Exhibit 1, Form D.

6. **Withdrawal.** A Proposer may modify or withdraw their Proposal in writing prior to closing.
7. **Proposals are Irrevocable.** Proposals submitted by Proposers shall be irrevocable for at least ninety (90) calendar days after the proposal opening date and time.
8. **Controlling Language.** The Proposer hereby acknowledges and agrees that these RFP Terms and Conditions and the General Terms and Conditions control any contract awarded by this process unless the Proposer expressly states on the Proposal Signature Page alternative terms or conditions the Proposer wishes OETC to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the Proposal to rejection.
9. **Late Proposals.** Any Proposal received after closing is late. A Proposer's request for withdrawal or modification of a proposal received after closing is late. OETC will not consider late proposals.
10. **Receipt, Opening and Recording Proposals.** Proposals will be opened and recorded. The number of Proposals received and the identity of the Proposers will be disclosed to the public at the time of opening. The content of the Proposals will not be disclosed until all proposals 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.
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 Proposal scoring process. This notice of multiple awards does not preclude OETC from awarding a single Contract.
13. **Question or Clarification.** All questions regarding this RFP must be submitted in writing using the Question Form (Exhibit 1, Form E). No oral questions will be accepted. All questions received prior to the question deadline will be answered by and posted on OETC's website. Proposers may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this RFP.
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 Proposer may protest the Intent to Award during the protest period if:

- a. The Proposer is adversely affected because the Proposer 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 Proposer must provide details):
    1. All higher scoring Proposals are not responsive;
    2. OETC has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in this RFP; and
    3. OETC's evaluation of Proposals or OETC's subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.
16. **Protest Process.** A prospective Proposer may protest the procurement process or the RFP document as set forth in ORS 279B.405(2). Proposer 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 Proposer; 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 RFP.
17. Proposers 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. Contractor 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 Section IA.
  - a. For OETC Member orders placed directly with Contractor or its Fulfillment Agents, the OETC Administrative Fee shall be submitted quarterly by the Contractor 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. **Lowest Possible Price.** OETC or an OETC Member shall pay the lower of the prices contained in Exhibit 1, and any subsequent pricing updates.
  - a. Any pricing promotions, General Price Reduction, or Per Transaction Multiple Unit Discount offered by Contractor or its Fulfillment Agents must be offered to OETC Members on the OETC Contract.
  - b. Only General Price Reduction price decreases will apply to all subsequent OETC Member orders.
  - c. If Contractor or its Fulfillment Agents fails to offer a pricing promotion, General Pricing Reduction, or Per Transaction Multiple Unit Discount, or if pricing is found to not be the lowest possible price for Consortium Members as offered by Contractor and its Fulfillment Agents, this agreement may be immediately suspended, re-proposal, or pricing adjusted to affirm this requirement.
2. **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.
  - b. All changes to the price list must be submitted 30 days prior to taking effect.
3. **Price Increases.** Pricing may not increase greater than 3% over a single calendar year, and increases must be approved by the Contract Administrator prior to taking effect.
4. **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 Contractor, it will be the responsibility of the Contractor to ship an equivalent or better product at the price of the purchased, discontinued product.
6. **Adding New Products.** Contractor 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 RFP 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.** Contractor may assign its fulfillment rights and obligations of this agreement to one or more Fulfillment Agents.
2. **Adding or Removing Fulfillment Agents.** Contractor 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.** Respondent or its Fulfillment Agent may not submit an invoice for payment until the order is fulfilled either electronically or Freight on Board (FOB) Destination.

## E. Delivery and Returns

1. **Freight on Board.** All deliveries shall be FOB Destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor as long as the Contractor designates the carrier, until delivery to the identified ship-to address, at which time responsibility shall pass to the OETC Member except as to latent defects, fraud and Contractor's warranty obligations.
2. **Shipping costs.** All items must be proposal FOB. This does not include hardware items being shipped to Alaska or Hawaii. Actual shipping costs will apply to items shipped Alaska or Hawaii.
3. **Delivery.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by OETC and the OETC Member.
4. **Risk of Loss.** Whenever an OETC Member does not accept product due to missing, damaged, defective, incorrect order the Contractor is responsible for the return shipping cost of returned product. The Contractor shall bear all risk of loss or damage with respect to returned product due to missing, damaged, defective and incorrect order, except for loss or damage directly attributable to the negligence of OETC or OETC Member.
5. **Returns.** Product without defect and in original packaging may be returned with proper notification of selected Reseller by OETC within sixty (60) days of receipt of shipment. For defective product, manufacturer's warranty has precedence.
6. **Restocking Fees.** No restocking fees are permitted on any returns, defective or otherwise.
7. **Failure to Fulfill.** If a product is purchased by an OETC Member from a valid price list and cannot be fulfilled for any reason by the Contractor or its designated Fulfillment Agents, an equivalent or better product will be substituted at no-additional cost to the OETC Member.



## Section VI: Definitions

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

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

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

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

**Contract Awardee or Contract Holder.** The organization or entity who wins and RFP 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 Proposers 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.

**Freight on Board (FOB) Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

**Freight on Board (FOB) Inside Delivery.** Special shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

**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 Request for Proposals, 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.

**Premium Savings SKU.** Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade the standard configurations (i.e. keep pace with the advance of technology) for a stated period of time or intervals. OETC reserves the right to expand and modify the PSP throughout the life of the contract.

**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.

**Respondent.** The organization or entity who submits a Proposal 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.

**Student Communication System.** An application or piece of software designed to enhance communication between schools, students, teachers, and parents.

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

# Section VII: Proposal Signature Page

The undersigned hereby agrees to the specifications, terms and conditions of this Request for Proposals.

The undersigned acknowledges their authority to submit this proposal 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 RFP process.

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

## 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 Respondent 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 Respondent is unable to certify to any of the statements in this certification, Respondent 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 Respondent 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 Respondent 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. However, failure of the Respondent to furnish a certification or an explanation shall disqualify such person from this response for proposal, or Request for Proposals.
3. The certification in this clause is a material representation of fact upon which reliance was placed when OETC scores and awards proposals. If it is later determined that the Respondent 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 proposer shall provide immediate written notice to the OETC contact to which this proposal was submitted if at any time the proposer 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 proposer agrees by submitting this proposal 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 proposer further agrees by submitting this proposal 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 Proposer 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. Respondents, the organization or entity submitting a proposal 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. Proposers that do not have offices in the states for which they are submitting proposals 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. Respondents 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>