RFP Number: oetc-emergency-response-2012

REQUEST FOR PROPOSAL TO PROVIDE
VOLUME PRICE AGREEMENT AND FULFILLMENT OF:
Emergency Notification System

A Joint Cooperative Procurement by the public K-20 members of the
Organization for Educational Technology and Curriculum

Proposal Submission Deadline: Monday, December 3, 2012
Deliver Sealed Proposals to: Organization for Educational Technology & Curriculum
Attn: Kim Buchanan / oetc-emergency-response-2012
14145 SW Galbreath Drive
Sherwood, Oregon 97140
# Table of Contents

RFP Schedule and Information........................................................................................................... 3  
OETC Background.............................................................................................................................. 4  
Scope of RFP.................................................................................................................................... 4  
Instructions To Proposers ................................................................................................................ 5  
RFP Specification ............................................................................................................................. 5  
RFP Terms and Conditions................................................................................................................ 9  
RFP Evaluation.................................................................................................................................. 12  
  Quality of Response – 25 points ..................................................................................................... 12  
  Pricing – 75 points ........................................................................................................................ 12  
Post Award Instructions.................................................................................................................... 13  
Terms & Conditions........................................................................................................................... 14  
Bid Proposal Signature Page............................................................................................................. 17
# RFP Schedule and Information

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 09, 2012</td>
<td>Request for Proposal is released</td>
</tr>
<tr>
<td>November 12, 2012</td>
<td>Questions Period</td>
</tr>
<tr>
<td></td>
<td>All questions from Manufacturers or their Authorized Dealer(s) must be submitted to OETC using the web form found at the RFP Announcement URL</td>
</tr>
<tr>
<td>November 19, 2012</td>
<td>Posted Answers</td>
</tr>
<tr>
<td></td>
<td>All questions and official responses will be posted on OETC’s website at the RFP Announcement URL</td>
</tr>
<tr>
<td>December 3, 2012</td>
<td>Bid Submission</td>
</tr>
<tr>
<td></td>
<td>All sealed bids are due to OETC by this date and time to qualify for evaluation. There are no exceptions.</td>
</tr>
<tr>
<td>December 4, 2012</td>
<td>Public Bid Opening</td>
</tr>
<tr>
<td></td>
<td>The OETC membership and Proposers may attend the sealed bid opening, in which the names of the Proposers are read aloud and recorded. The bid opening will be conducted at:</td>
</tr>
<tr>
<td></td>
<td>14145 SW Galbreath Dr.</td>
</tr>
<tr>
<td></td>
<td>Sherwood, Oregon 97140-9170</td>
</tr>
<tr>
<td>December 14, 2012</td>
<td>Bid Evaluation Period</td>
</tr>
<tr>
<td>December 18, 2012</td>
<td>Intent to Award</td>
</tr>
<tr>
<td></td>
<td>OETC will post its intent to award at the Announcement URL.</td>
</tr>
<tr>
<td>December 31, 2012</td>
<td>Notification of award, Final Contract and Marketing Meeting</td>
</tr>
<tr>
<td></td>
<td>All Proposers will be notified of the status of their bid.</td>
</tr>
<tr>
<td>TBD</td>
<td>Post-Award Conference</td>
</tr>
<tr>
<td></td>
<td>OETC and contract awardee will meet to finalize logistics.</td>
</tr>
</tbody>
</table>
OETC Background

The Organization for Educational Technology & Curriculum (OETC) is an incorporated not-for-profit membership organization dedicated to maximizing the value of educational technology to its members by working with software and hardware vendors to procure the most effective and appropriate technological resources at the lowest possible price.

Educational institutions throughout the Pacific Northwest, in Oregon, Alaska, Idaho, Washington, Montana and Wyoming, rely on OETC to provide the lowest cost solution for technology purchasing by aggregating the buying power of the region and providing flexible distribution options for hardware, software, online resources, technology furniture, and books. Currently serving nine hundred (900) school district, private school, collegiate, and university members, OETC represents over four million (4,000,000) students and tens of thousands of staff. For a list of our current members visit: www.oetc.org/about/members/

We are seeking proposals from authorized Emergency Notification System providers for the privilege of serving the public consortium members with competitive pricing and quality service.

Scope of RFP

The Organization for Educational Technology and Curriculum (“OETC”), with its principal place of business at 14145 SW Galbreath Drive, Sherwood, Oregon 97140, is seeking proposals from Vendor providers (“Proposer”) for a price agreement and fulfillment services.

OETC, as agent, conducts this request for proposal on behalf of the educational institutions holding current and valid membership in the consortium (“Consortium Members”). OETC agrees and represents that it has the agreement of all Consortium Members to enter into this request for proposal, and each Consortium Member accepts and agrees to the terms and conditions of this request for proposal, as if it has itself executed the same. Any resulting agreement from this procurement shall be available to other public entities across the OETC membership through execution of the OETC membership agreement and, if needed, an interlocal agreement.
Instructions To Proposers

Proposal Preparation. Failure to submit proposals in accordance with the provisions of this Solicitation shall be grounds to declare the proposal as non-responsive. Proposers must:

1. Submit a completed proposal
2. Provide OETC with all required or request documents and literature
3. Initial any corrections or erasures to their proposal that deviate from the terms and conditions

Proposal Submission and Format. Responses must be received by the closing date and time, and be delivered in a sealed package to:

Organization for Educational Technology and Curriculum
Attn: Kim Buchanan / oetc-emergency-response-2012
14145 SW Galbreath Dr
Sherwood, Oregon 97140-9170

Proposers must submit one three-ring binder or comb bound document organized in the following way:

1. Tab One – Company Information
2. Tab Two – Fulfillment & Sales Support
3. Tab Three – Education References
4. Tab Four – Exhibits A (Proposer Information), B (Pricing) and C (Additional Resellers, if necessary)
5. Tab Five – Bid Signature Page

CD or USB Flash Drive Submission. Proposers must affix to their proposal a CD or USB Flash Drive containing all documents submitted in the proposal. This includes the full response and not just the exhibits. The documents contained on the CD or USB flash drive must be in PDF, DOC, or XLS format.

OETC is not responsible for Proposals submitted in any manner, format or to any delivery point other than as specified.

Exhibit Instructions. Proposers must fully complete and submit all attached Exhibits.

RFP Specification

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 with options to renew for three (3) additional one (1) year terms.

Estimated Fulfillment Volume. The volume estimated, for the term of any agreement awarded through this RFP process, is provided as a courtesy to Proposers to corroborate proposed pricing. Below is the estimated number of contacts in the OETC membership who have expressed an interest in this RFP. Additional members may purchase off of this contract. THIS IS NOT A GUARANTEE OF SALES.
Eastern Oregon University 3,806
Oregon Institute of Technology 3,549
Oregon State University 25,629
Oregon State University (Bend) 585
Portland State University 27,608
Southern Oregon University 5,418
Oregon Health & Science University 31,671
Portland Community College 90,184
Oregon Independent College Association 27,000

Administrative Fee. Upon award of any contract, OETC will add at least a 2% to the price paid by OETC to cover the administrative expenses of this agreement, the result of which shall be the price paid by the Consortium Member.

Items and Pricing. The purpose of this RFP is for designation as provider of Emergency Notification System products and/or services for public consortium members of OETC.

How To Complete Exhibit A. Proposers must submit a percentage off MSRP for each product category. If the manufacturer has an education price list, the education price will be used for MSRP. The percentage off of MSRP shall include the OETC administrative fee.

In addition, bidders must fill out the individual product information in Exhibit A for any item that is pre-filled by the OETC. The Cost column in Exhibit A refers to the price paid by the OETC. OETC will add an administrative fee (typically between 3% and 6%) to the cost and that will be the price paid by Consortium members.

Finally, bidders may add specific items to Exhibit A to provide greater discounts on particular items than those specified in the percentage off of MSRP category.

All Products for a Manufacturer Added. All products for a manufacturer’s line in each product category is incorporated into this RFP.

Maintaining Product and Price List. It is the responsibility of the awarded respondent 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.

Discontinued Items. All changes to the price list must be submitted 30 days prior to taking effect. Discontinued items must be marked on Exhibit A and submitted to the OETC to be removed from the contract.
If a member of the OETC purchases a product that is no longer available, but was not designated so by the awarded proposer, it will be the responsibility of the proposer to ship an equivalent or better product at the price of the purchased, discontinued product.

**Adding New Products.** When a manufacturer creates new models or replaces discontinued ones that were contemplated by the scope of this RFP, they may be added to the awarded contract at the percentage off of MSRP or at a greater discount.

**Calculation of the OETC Administrative Fee.** The percentage off of MSRP for product category shall include the OETC administrative fee.

The OETC administrative fee is calculated into the price of the bid items. Only the item price with the addition of the OETC administrative fee is presented to the OETC membership. This final price is auto-calculated by Exhibit A so that respondents can see what price will be shown to the members of the OETC.

**Shipping and Travel Costs.** All items must be bid Freight On Board Destination. (FOB) meaning shipping is included. This does not include hardware items being shipped to Alaska or Hawaii. Actual shipping costs will apply to items shipped Alaska or Hawaii.

Travel costs, if applicable, for any on-site services within the metropolitan areas of the contiguous U.S. members (e.g., Portland, Seattle, Boise, Spokane, Eugene) will be included in stated pricing. Travel costs, if applicable, for on-site services outside these areas may be billed at fixed or actual rate; in either case, specific amounts and/or metrics for establishment of amounts must be included in the proposal.

**Lowest Possible Price.** By submitting a proposal, the proposer agrees that the price offered to the OETC with the contract's administrative fee is the lowest price offered by the proposer to the members of the OETC.

**Additional Product Information (Exhibit B).** If this request for proposal requires additional product information, questions and required information will be provided in Exhibit B. Exhibit B must be fully answered and responded to, if included.

**Example.** Below represents and example of a pricing proposal (Exhibit A). This example assumes an RFP for projectors, an administrative fee of 3%, and that a proposer bids two brands, Acme and Zulu. Additionally, the proposer bids two specific products at a greater discount than the percentage off of MSRP.

An OETC member would purchase an AZ1000 Super Fine Projector from the OETC at $100. The OETC would then purchase the projector from the awarded bidder for a price of $97.10.

<table>
<thead>
<tr>
<th></th>
<th>Acme</th>
<th>Zulu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projectors</td>
<td>15%</td>
<td>17%</td>
</tr>
<tr>
<td>Lamps</td>
<td>10%</td>
<td>11%</td>
</tr>
<tr>
<td>Mounts</td>
<td>35%</td>
<td>25%</td>
</tr>
</tbody>
</table>
### Installation Services

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Manufacturer #</th>
<th>Item Name</th>
<th>Cost</th>
<th>Member Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acme</td>
<td>AZ1000</td>
<td>AZ1000 Super Fine Projector</td>
<td>$97.09</td>
<td>$100</td>
</tr>
<tr>
<td>Zulu</td>
<td>ZU350W</td>
<td>ZU350W Ultra Short throw Projector</td>
<td>$543.68</td>
<td>$559.99</td>
</tr>
</tbody>
</table>

**NOTE:** Do not fill out the member price column. This column should auto-calculate based on the administrative fee.
Addenda. OETC may change this RFP by Written Addenda

1. Proposers must provide Written acknowledgement of receipt of any Addenda on the Bid Signature Page
2. OETC shall issue all Addenda on the company website (www.oetc.org)
3. At its discretion, OETC may extend the Closing to allow Proposers time to analyze and adjust to changes.

Modification or Withdrawal. A Proposer may modify or withdraw its Proposal in writing only prior to Closing. Modification or withdrawal must be marked and delivered as described in PROPOSAL SUBMISSION above. A Proposer may also deliver its modification or withdrawal in person or by Fax at 503-625-0504. Proposers are responsible for ensuring that OETC receives its modification or withdrawal. Modification or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

The Proposer hereby acknowledges and agrees that these specifications and this RFP process 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.

All variances from the specifications shall be clearly noted on the proposal to allow for the evaluation of that variance. The lack of notation of a variance may constitute rejection of the proposal.

Modifications. Modifications must state that the modification amends and supersedes the prior Proposal.

Withdrawals. When in person the Proposer must present appropriate identification and evidence of authority satisfactory to OETC.

Proposals submitted by Proposers shall be irrevocable for at least thirty (30) calendar days after the proposal opening date and time.

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, withdrawals or modifications. OETC reserves the right to consider Proposals that have been delayed or mishandled by OETC.

Receipt, Opening and Recording Proposals. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers will be disclosed to the public at the time of opening.

The content of proposals will not be disclosed until all proposals have been evaluated, negotiations completed if required, and an Intent to Award has been published.

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.

**Bid Protest, Change and/or Clarification.** All questions regarding this RFP must be submitted in writing using the comment form found at the Announcement URL. No oral questions will be accepted. All questions received prior to the 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:

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:

1. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
2. A description of the resulting prejudice to the Proposer; and
3. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

Written questions, changes, clarification, or protest must be faxed to (503) 625-0504 or hand delivered to the attention of OETC’s “Administrative Specialist” at OETC’s office.

Questions, changes, clarifications, or protests must received by OETC by noon on the SEVENTH (7) calendar day prior to the Closing.

All Proposers can access OETC's determination (i.e. entirely rejects or agrees with) to any questions, changes, clarification or protest on OETC's website.

Protesters must exhaust all administrative remedies before seeking judicial review.

**Aggrieved Proposer.** Protests must be made in writing and shall specify the grounds for the Protest as outlined below. Protests may be faxed to 503-625-0504. Aggrieved Proposer is responsible to ensure receipt of the protest.

A Proposer may protest the Award of a Contract, or the Intent to Award a Contract if:

1. The Proposer is adversely affected because the Proposer would be eligible for Award of the Contract in the event the Protest were successful; and
2. The reason for the Protest is that (the aggrieved Proposer must provide details):
3. All higher scoring Proposals are none responsive;
4. OETC has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in ITB; and
5. OETC’s evaluation of Proposals or OETC’s subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.

OETC will not consider a Protest submitted after 12:00 Noon on the SEVENTH (7) calendar day after the date of the Notice of Intent to Award.

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 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 protestor or cancel the RFP.
Proposers must exhaust all administrative remedies before seeking judicial review.

**Solicitation Review.** This RFP and all associated documents may be reviewed at OETC’s office located 14145 SW Galbreath Dr, Sherwood Oregon, 97140
RFP Evaluation

Quality of Response – 25 points

Level of Experience (5 points). Describe how the qualification and experience of your firm best meet the requirements of this RFP. Proposals must include the following:

- How long the Firm has been in business.
- How much experience the firm has performing similar work.

Fulfillment and Sales Support (5 points). Describe the key personnel assigned to OETC’s account and personnel assigned to provide sales and service support to OETC’s members. Proposals must include the following:

- Name of dedicated account representative to handle OETC's product, pricing and pre-sales support questions.
- Names and locations of any pre-sales and support personnel in OETC member's states.
- Professional development the firm provides around requested products.

References (5 points). Provide at least 4 educational references. Additional information may include the following:

- References from OETC member institutions in Oregon.
- References from OETC member institutions in Washington.
- References that are a mix of large and small members (as measured by student enrollment).

Emergency Response System Requirements (25 points) How does the Proposer’s solution meet the requirements outlined in Exhibit B.

Pricing – 75 points

OETC standardizes all the products for which OETC receives proposals for within a given RFP, and then adds up all of the pricing to determine the lowest net bid price. The Responsible Proposer with the lowest net pricing will receive the full 60 points.

The lowest responsive price proposal shall receive the full point value for this section; other proposals will receive points in inverse proportion to the lowest bid.
**Post Award Instructions**

**Post-Award Conference.** Within sixty (60) days of award notification, principals on awarded contract shall meet in person or via phone with OETC personnel to review marketing efforts, contract terms and conditions, and bid administration.

**Post-Award Requirements.** Awarded Proposer will provide appropriate marketing assets (logo, company information, etc) to OETC.

Awarded Proposer shall construct a web page with the following:

- Link to OETC’s web store and website
- Purchasing information
- Product information
- OETC contract number

Awarded Proposers shall provide the items and services specified at or below the quoted level for the term of any awarded contracts under the agreement. During this period, prices may not change more than once per calendar quarter. Price increases greater than three percent (3%) require written notice of thirty (30) days before taking effect. Written notice shall be submitted to OETC via email on the Excel Pricing List Template, Exhibit B.

Pricing for new products and services may be added at any time to any contract awarded through this RFP process. The Awarded Proposer must provide on the first of each calendar quarter price updates, including discontinued items and any other changes or additions, submitted on the Excel Price List Template in order to ensure accurate OETC advertised prices.

**Purchasing Through the OETC Web Store.** OETC maintains a web store for all members to purchase through at http://store.oetc.org

During the post-award conference OETC and Awarded Proposers will decide which products are appropriate for OETC’s web store.

Awarded Proposers must submit pricing updates for products displayed on the OETC web store on a regular basis in the proper format.

If an item is discontinued or requires a price increase, and the Awarded Proposer does not notify the OETC within 30 days, and a Member places an order for that item, the Awarded Proposer will need to honor the published pricing or provide a better item at the original price.

OETC will collect purchase orders from OETC members and then order the products covered under this RFP from the Awarded Proposer, minus the admin fee owed to OETC.
Terms & Conditions

General Terms and Conditions. The following terms and conditions apply to any contract awarded through this RFP process and will be incorporated by reference.

If a Proposer is awarded a contract through this RFP process (“Awarded Proposer”), OETC will commence purchase orders to the Awarded Proposer. The Awarded Proposer must notify OETC of any purchasing staff changes.

Awarded Proposers may not materially change or alter the terms, conditions, and prices from the Original Contract between the Provider and the consortium members.

OETC reserves the right to determine if any item, article or material complies substantially in quality and performance with the specifications, and if any variance listed in the proposal is material or immaterial.

Oral instructions or information concerning this or any OETC request for proposal process given out by directors, officers, employees or agents of OETC to prospective Proposers shall not bind OETC and shall not be relied upon.

OETC reserves the right to reject any or all proposals, return unopened any proposal received after the specified closing time, or require a Proposer to furnish additional material which provides evidence that the items quoted meet all of the specifications published in this document. OETC reserves the right to cancel the procurement, in accordance with ORS 279B.100.

The contents of proposals shall be considered confidential and will not be made public record, except in instances where Consortium Members require verification of the competitive bid process in compliance with state law.

For physical items shipped the Awarded Proposer must replace any items damaged or lost en route within thirty (30) days after notification by OETC of such damage or loss. The Awarded Proposer is responsible for prosecuting all damage claims with the freight companies. Payment will be withheld until damaged goods are replaced. Unless otherwise informed, OETC will expect all deliveries to be completed as requested.

Failure to meet the delivery schedule may result in the cancellation of an order except in the event where labor strikes, natural disaster, or other circumstances beyond the control of the Awarded Proposer directly affect the delivery schedule. The Awarded Proposer must notify and provide evidence to OETC via mail or fax within twenty (20) business days from the date OETC places an order to claim an exception from the specified delivery schedule. Delays in the delivery schedule not expected that cause additional shipping expenses, up to and including airfreight shipments, to insure timely delivery of product as requested by OETC, will be the sole responsibility of the Awarded Proposer.

Product without defect in original packaging may be returned with proper notification of Awarded Proposer by OETC within sixty (60) days of receipt of shipment. For defective product, manufacturer’s warranty has precedence. No restocking fees are permitted on any returns, defective or otherwise.
Awarded Proposer shall: (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167

Awarded Proposer shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

In determining the Awarded Proposer, OETC will apply the preference standards and criteria set forth in ORS 279A.120

All subject employers working under any awarded contract shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Awarded Proposer shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

OETC and the Awarded Proposer prior to distribution must mutually agree to any and all marketing materials involving this agreement.

**Lowest available pricing to consortium members.** Proposers shall provide in their responses to this RFP a statement certifying that the price paid by the Consortium Member, after the addition of OETC’s administrative charge, is the lowest possible price available to Consortium Members from the Proposer.

OETC reserves the right to review at any time the pricing of this agreement.

If pricing is found to not be the lowest possible price for Consortium Members, any agreement from this RFP process may be immediately suspended, re-bid, or pricing immediately adjusted to affirm this requirement.

The OETC reserves the right to terminate any agreement with a Awarded Proposer if the Awarded Proposer fails to comply with the terms and conditions of these bid specifications and RFP document or agreement for fulfillment services, or if the quality and/or timeliness of services provided does not meet the quality standards of the consortium.
**Administrative Fees.** For orders made by OETC members to OETC through the online store, the following terms and conditions apply:

- OETC will advertise the products at Member Price (cost plus Administrative fee) on the web store.
- OETC will purchase the products from Awarded Proposer at the bid Unit Price (in Exhibit A).

**Price and product updates.** Proposers shall provide the items and services specified at or below the quoted level for the term of any awarded contracts under the agreement. During this period, prices may not change more than once per calendar quarter. Price increases greater than three percent (3%) require written notice of thirty (30) days before taking effect. Written notice shall be submitted to OETC via email on the Excel Pricing List Template, Exhibit B. Pricing for new products and services may be added at any time to any contract awarded through this RFP process. The Awarded Proposer must provide on the first of each calendar quarter price updates, including discontinued items and any other changes or additions, submitted on the Excel Price List Template in order to ensure accurate OETC advertised prices.


**Exhibits Incorporated.** This contract consists of those Terms and Conditions herein and the included Exhibits listed below in descending order of precedence. The Exhibits to this contract include the following documents:

- Exhibit A – Pricing
- Exhibit B – Additional Specifications

**Joint Procurement.** This solicitation is a joint cooperative procurement. Volumes of agencies not apart of the OETC are not included in this RFP.
The undersigned hereby agrees to the specifications, terms and conditions of this request for proposals from Proposers to provide Emergency Notification System products and related services.

The undersigned acknowledges his authority to submit this proposal on behalf of the Proposer 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.

Legal Name of Proposer

Federal Tax Identifier

Authorized Representative

Printed Name

Signature

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

Title

Date Signed

Legal Address

Street

City, State Zip

Phone Number
Exhibit B – Additional Specifications

It is the responsibility of the proposer to ensure that their proposal outlines how their solution meets all the following requirements.

A. **Company Experience**
   
   **Technical –**
   
   1. Provider must be able to validate a minimum of five years of experience in providing higher education clients with its fully-hosted Application Service Provider (ASP) solution being offered in the response to this proposal.
   
   2. Provider must have secured and provide documented evidence of their Service Level Agreements (SLA’s) which indicate the Provider’s ability to meet OUS Service Level Metrics as indicated in order to adequately serve OUS as well as the Provider’s entire client base.
   
   3. Provider must demonstrate extensive, proven experience in delivery of mass, time-sensitive notifications within small regions or targeted geographic areas such as a university campus or throughout a city or town.

   **General –**
   
   4. Provider must demonstrate proof of company financial stability. Evidence for financial stability must be submitted (such as a Dun & Bradstreet analysis).
   
   5. Provider must give evidence of the long-term viability of the alert notification service. Address staffing, system architecture, and ability to ensure ongoing research and development.

B. **Security and Redundancy**
   
   **Security –**
   
   1. The provider must demonstrate state-of-the art system security, including, but not limited to, a description of company policies and procedures to ensure both physical system security and data transmission security.
   
   2. The provider must require regular internal and 3rd party security audits. The provider must disclose its most recent audit rating.
   
   3. The provider must be able to warrant that they provide background checks on all employees, and that only employees who have undergone said background checks will have access to client data.
   
   4. The provider must certify that it employs and will continue to employ a dedicated CISSP certified security manager to test the system and run ongoing checks/improvements.
5. The provider must have the ability to integrate with one or more single-sign-on systems, including Lightweight Directory Access Protocol (LDAP), Incommon/Shibboleth, and Common Authentication Service (CAS).

6. The provider acknowledges that certain information about the Institution's students is contained in records maintained by the [Vendor] and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) and related Institution policies currently at [insert applicable link [http://]] unless valid consent is obtained from the Institution’s students or their legal guardians. Both parties agree to protect these records in accordance with FERPA and Institution policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The Institution shall advise [Vendor] whenever any Institution students have provided consent to release information to an extent broader than as provided for by FERPA or Institution policy.

7. Provider agrees that it may create, receive from or on behalf of Institution, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). [Vendor] represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which [Vendor] protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of Institution, [Vendor] agrees to provide Institution with a written summary of the procedures [Vendor] uses to safeguard the FERPA Records.

Redundancy –

8. The provider must be able to describe their ongoing maintenance and system testing procedures. The provider must guarantee at least 99.999% (Five-9s) uptime & accessibility by OUS, to the offered service.

C. System Capacity and Reliability

   Capacity –

   1. The provider must certify pre-contracted capacity through contracted SLAs with multiple providers which allow the provider to initiate calls at the speed of at least 1 Million 60-second calls per hour.

   2. The provider must state what percentage of its contracted capacity is used on a daily basis, which must be less than 10%, and provide a company commitment to scaling the service as clients’ needs grow.
3. The provider must be able to provide an independently certified accounting of the highest volume of voice messages delivered to unique phone numbers exclusively though its ASP application on behalf of its clients within a continuous 24 hour period.

4. The provider must state the highest volume of voice messages delivered to unique phone numbers exclusively through its ASP application on behalf of its clients within a 3-day “event” period (i.e. significant, damaging tornado, campus crises with serious injuries or deaths, etc).

Reliability –

5. The provider must discuss its delivery strategy to maximize successful deliveries and include a discussion of proprietary algorithms developed to address “last mile” issues.

D. System Technology

1. The provider must utilize an ASP messaging system with no on-premise equipment / specialized software (other than an Internet Browser) and no additional phone lines required. This ASP system will be used to deliver primarily emergency message types, and optionally non-emergency messages if so required by OUS.

2. The provider’s system must have a history of successful integration with Higher Education Human Resource Databases systems (e.g. Banner, Oracle, etc…).

3. The provider’s system must provide a variety of flexible messaging options to meet the often decentralized needs of a campus, including unlimited campus-wide messaging, unlimited department-wide messaging, per minute pre-purchased messaging campus-wide and per minute pre-purchased messaging department-wide and a way to internally bill for such usage based on messaging activity.

4. The solution must include the following messaging capabilities & meet or exceed the following metrics:

<table>
<thead>
<tr>
<th>Capability</th>
<th>Metrics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice Calling (ISDN)</td>
<td>Complete saturation of all Employee &amp; Student contacts within 15 minutes through first carrier. Calls should be delivered over ISDN National II or equivalent industry standard. Calls should include Caller ID of where recipient would call for updates of the related incident.</td>
</tr>
<tr>
<td>Short-Message Service Text</td>
<td>Complete saturation of all Employee &amp; Student contacts within (15) fifteen minutes using SMPP or current SMS protocol standard.</td>
</tr>
<tr>
<td>Messaging (SMPP)</td>
<td></td>
</tr>
<tr>
<td>Email (SMTP)</td>
<td>Complete saturation of all Employee &amp; Student contacts delivered and processed through first carrier within (15) fifteen minutes. Using the most reliable and efficient</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Features</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMTP or equivalent standard.</td>
<td></td>
</tr>
<tr>
<td>Common Alerting Protocol (CAP)</td>
<td>Complete saturation of all CAP contacts within (1) one minute. These messages must be formatted to current CAP standards.</td>
</tr>
<tr>
<td>Real Simple Syndication (RSS)</td>
<td>Complete saturation of all RSS contacts within (1) one minute. These messages must be formatted to current RSS standards.</td>
</tr>
</tbody>
</table>

5. The provider must be able to provide access limitations based upon campus roles, and give the campus system administrator a tool to modify access rights at the individual user level.

6. The provider must be able to describe how the system is designed specifically to meet the needs of post-secondary institutions. The provider should demonstrate, at minimum:
   i. previous successful integration, training, and implementation experience in the Higher Education market;
   ii. the employment of customer service representatives and management with specific experience in and/or training in the needs of Higher Education institutions;
   iii. the provision of policies and best practices designed for campus leaders, faculty and staff based upon similar client users which anticipate flexible hierarchical controls;
   iv. the ability to segment data for students/parents in the admissions process from other databases;
   v. a full understanding of and compliance with laws applicable laws to the governance of best practices in higher education including but not limited to FERPA and HIPAA;

E. **Messaging Features**
   1. The system must be able to deliver emergency messages.
   2. The provider must be able to explain the benefits of their system vis-à-vis campus enrollment management, student retention, and new student recruitment.
   3. The system must allow users to record a call in their own voice and add personalized information such as student name, credits needed towards graduation, registration fees due, etc.
   4. The system must provide adequate reporting to demonstrate that usage of the notification system supports Emergency, Business Continuity & Disaster Recovery communication plans.
   5. The system must be pre-loaded with Higher Education scripts tied into the campus calendar. These scripts might include specific building evacuation, weather closing, fee/registration/financial aid deadlines, etc.

F. **Call Send Process**
   1. The provider must have the same easy process for sending a text message as sending a call, so that campus leaders may easily reach all students.
   2. The provider must be able to send voice messages to multiple types of devices (land phone, cell phone) and text messages to multiple types of devices (e-mail, TTY, PDAs, SMS).
3. The provider must allow users to select the type of message for send--voice, text, or voice and text--depending upon the urgency of the call.

4. The system must be able to extract home language from a client database field and allow users to deliver messages in the appropriate language.

5. The system must meet 508 Compliance standards and must produce messages which meet the 508 Compliance standards.

6. The system must offer a text-to-text language translation option in Spanish.

7. The system must be able to record and archive messages for future delivery.

8. The provider must display the client’s pre-selected number on the recipient’s caller ID per each sub-group of OUS and OUS Institutions.

9. The system must provide reports documenting results of notifications provided as well as other reports, such as monthly usage.

10. The system must have a client “call-in” number for message playback of previously sent messages.

11. The system must allow an unlimited number of groups and subgroups to be created.

G. **Customer Implementation, Training and Support**

   **Implementation –**

   1. The provider must present an implementation plan with a timeline from contract signature through user training with clearly identified roles and responsibilities for both provider and client. The plan must be able to be completed within 30 days of the date the contract is signed or stated date agreed upon for each respective OUS & partnering Institution.

   2. The provider must present during the implementation and training phase an articulated plan for best practices for use and how the system adheres to existing client protocols for communication.

   **Training –**

   3. The provider must include initial training for all users, re-training, and new user training as part of the cost.
4. Initial training must be provided onsite, or via a live meeting environment if requested by the institution, and must offer the option to train all users on-site.

5. The provider must offer printed training manuals as well as suggestions for use and best practices as part of the training process.

Support –

6. The provider must offer unlimited 7x24x365 supports for all users through a toll-free phone number at no additional cost.

7. The provider’s support time must be 30 minutes or less for all issues, at all times of day or night.

8. The provider must offer and explain in detail their ongoing customer support beyond initial training.

9. The provider’s customer support personnel must be full-time, company-employed customer service professionals. These professionals must be dedicated to specific accounts for relationship building and trained specifically to support the needs of their respective accounts. Thorough background checks must be performed on all support personnel before hiring (please detail type and scope of checks performed)

10. The provider must include technical support as part of the 7x24x365 included customer support.

11. Upgrades, updates, and enhancements must be provided free of charge, and provider must detail its protocol for seamlessly rolling out upgrades, updates, and enhancements into the existing system after extensive internal quality assurance testing.

12. The provider must have no limitations on the number of times data transfers can be performed from the institution’s Banner and/or HR systems.

13. The provider should provide the option of an online collection form to augment and update existing student contact data.

H. Data Collection

1. The provider shall be able to offer a web portal for students to include additional contact information not available through the institution database. This portal should be available in, at minimum, English and Spanish.