

OETC-18I-STEAM

Invitation to bid on providing volume price agreement and fulfillment of: STEAM Products and Curricula

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:

October 9, 2018
5:00 p.m. PST

Deliver Sealed Bids to:

Organization for Educational Technology and Curriculum
Attn: Zach Jensen / OETC-18I-STEAM
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 STEAM products and curricula in education for a price agreement and fulfillment services.

ITB Number	OETC-18I-STEAM
ITB Products	STEAM Products and Curricula
OETC Contract Administrator	Zach Jensen zjensen@oetc.org
Announcement URL	https://oetc.org/18I-STEAM
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. ITB Schedule

September 7, 2018	Invitation to Bid is released
September 7, 2018 & September 14, 2018	Invitation to Bid is advertised in adherence to state guidelines
September 19, 2018	Questions Due <i>All questions from Manufacturers or their Authorized Dealer(s) must be submitted to OETC using the web form found at the ITB Announcement URL</i>
September 20, 2018	Posted Answers <i>All questions and official responses will be posted on OETC's website at the ITB Announcement URL</i>
October 9, 2018	Closing <i>All sealed bids are due to OETC by 5:00 p.m. on this date to qualify for evaluation</i>
October 10, 2018	Bid Opening <i>Received bids are opened, recorded, and published at the ITB Announcement URL</i>
October 10 - 16, 2018	Response Evaluation Period <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 ITB Announcement URL.</i>
October 16, 2018	Intent to Award <i>OETC will post its intent to award at the Announcement URL.</i>
October 16 - 19, 2018	Protest Period <i>Responsive bidders not awarded may protest in accordance with the terms and conditions set forth in this ITB.</i>
October 22, 2018	Notification of Award <i>All Bidders will be notified of the status of their bid.</i>

C. Objectives

1. To establish volume Master Price Agreement(s) with Contractor(s) who are able to provide STEAM-focused products and curricula so OETC Members may efficiently order products and/or services appropriate for their individual needs.
2. 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.
3. To provide OETC's members with a wide range of STEAM solutions that have been proven to increase student's understanding of science, technology, engineering, arts, and mathematics in the educational institutions in which they have been implemented. With the implementation of these products and services, OETC's members will enhance the quality and efficacy of their STEAM education curriculum and utility of their makerspaces.
4. To simplify the procurement process for each of OETC's members by providing a comprehensive catalog of software developers, hardware manufacturers, and service providers 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 STEAM-based products and curricula.

All OETC Members may use the resulting Contract. This ITB may result in multiple awards.

Desired Technologies and Curricula

Based on feedback from the educators represented by our 1,135 members, OETC is seeking bids from manufacturers and resellers who can offer competitive pricing on the following types of products and services. For Bidders offering accompanying or standalone curricula, adherence to various standards such as Next Generation Science Standards (NGSS), Common Core, and K-12 Computer Science Standards (CSTA) is paramount.

Please note, this list is not meant to be exhaustive but rather serves to illustrate the types of products and services OETC views as necessary to create a comprehensive STEAM catalog for its members. 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.

Bidders may include categories other than those listed below on the 'Bidder's Choice' tabs in Exhibit 1.

- **Curriculum**
 - Educational software, Software-as-a-Service (“SaaS”), or applications designed to enhance student performance in the areas of science, technology, engineering, arts, and mathematics.
- **Robotics**
 - Robots, robotics kits, and accompanying robotics curricula.
- **Lab Equipment**
 - Educational laboratory equipment including but not limited to digital and analog microscopes, probes, sensors, and safety equipment.
- **Engineering**
 - Electrical, mechanical, and/or software engineering products, tools, and curricula.
- **Micro-Comp**
 - Micro-Computing materials including but not limited to circuit boards, soldering kits and equipment, soft circuitry, and supporting materials.
- **AR/VR**
 - Augmented/virtual/mixed reality solutions including but not limited to headsets, monitors, 3D printers, and applications.
- **Bidder’s Choice**
 - If the aforementioned categories fail to accurately or fully represent a Respondent’s product offerings, the Bidders Choice category may be used. Respondent must include the name of the vendor, individual product name, SKU, MSRP, and Cost to OETC in the appropriate columns.

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 and Higher Education students. A complete and current list of OETC Members may be found at store.oetc.org/membership.

Section II: Instruction to Bidders

Failure to submit bids in accordance with the provisions of this ITB shall be grounds to declare the bids 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 ITB in a single PDF with the following completed and/or signed documents included at the end.
- 6) **Sign Section VII:** Bid 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 – Bidder information, Requirements, and Pricing**
 - 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 ‘Bidder’s Choice’ from the dropdown and describe the category in Column C.
 - ii) Bid 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 of off MSRP. These additional discounts are entered in columns D, E, and F.

- g) **Provide Individual Product Pricing** – The sixth tab in Exhibit 1 begins the individual SKU pricing portion of the Exhibit. Based on feedback from OETC Members, specific vendors and products have been included in this ITB. The goal of this ITB is to create a STEAM catalog inclusive of the products listed in Exhibit 1 and to offer them to OETC's members at the lowest possible price.
- i) The 'Cost to OETC' column is where Respondents should enter their bid for that particular item, including FOB shipping costs. The administrative fee should not be included in this amount.
 - ii) Respondent may utilize the Bidder's Choice tabs to provide pricing for products/services/curricula designed to directly impact student understanding of the areas of science, technology, engineering, arts, and mathematics which are not already present in this ITB.
 - iii) Respondent may copy the Bidder's Choice tabs as many times as necessary.
 - iv) The pricing tabs in Exhibit 1 are organized by alphabetized category: "[Category] (Vendor)."
- 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) 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 ITB PDF.
- a) Please note: the letter must specify the territory for which the Respondent is authorized and specially reference the OETC-18I-STEAM opportunity. This letter or file must be attached alongside the name(s) of the product line(s) contained in the response.
- 12) Submit the ITB to the correct location, by the correct time, and be delivered in a sealed package to:

Organization for Educational Technology and Curriculum
Attn: Zach Jensen / OETC-18I-STEAM
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.

Note: Bidders are strongly encouraged to use the Bid Evaluation Rubric found at the Announcement URL for OETC-18I-STEAM as a checklist to ensure they are submitting the necessary documents to be considered a Responsive Bidder.

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 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 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. Respondent may utilize the Bidder's Choice tabs to submit STEAM products/services/curricula not already listed in Exhibit 1.
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 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 ITB.

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.

Continued on next page

Section IV: ITB Terms and Conditions

1. **STEAM.** The most common abbreviation for "Science, Technology, Engineering, Arts, and Mathematics."
2. **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.
3. **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.
4. **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.
5. **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.

6. **Modifications.** Modification must be prepared and submitted using Exhibit 1, Form D.
7. **Withdrawal.** A Bidder may modify or withdraw their Bid in writing prior to closing.
8. **Bids are Irrevocable.** Bids submitted by Bidders shall be irrevocable for at least ninety (90) calendar days after the bid opening date and time.
9. **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.
10. **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.

11. **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.
12. **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.
13. **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.
14. **Question or Clarification.** All questions regarding this ITB 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. Bidders may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this ITB.
15. **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.
16. **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.
17. **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.
18. Bidders must exhaust all administrative remedies before seeking judicial review.

Continued on next page

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-bid, 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 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 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.** 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 bid 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.

Continued on next page

Section VI: Definitions

Administrative Fee. The fee paid by Resellers 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.

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 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.

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 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.

STEAM Products and Curricula. Products and courses designed to directly enhance student knowledge in the areas of science, technology, engineering, arts, and mathematics.

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

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 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 of bid. However, failure of the Respondent 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 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 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).

Company History
1. Respondents, the organization or entity submitting a bid in response to this solicitation, should provide a brief history and description of their company and explain how their product has a direct impact on students' understanding of STEAM topics.
Operations
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>Customer Service</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>Section 508 Compliance</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>