

# OETC-16R-Networking

*Request for proposals to provide volume price agreement and fulfillment of: □ Networking Equipment, Network Security, Support, and Networking as a Service*

*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:**

December 21, 2016 **\*\*NEW DEADLINE\*\***  
4:00 p.m. PST

## **Deliver Sealed Proposals to:**

Organization for Educational Technology and Curriculum  
Attn: Kim Buchanan / OETC-16R-Networking  
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 from Networking Equipment, Network Security, Support, and Networking as a Service providers in education (Proposer) for a price agreement and fulfillment services.

RFP Number	OETC-16R-Networking
RFP Products	Networking Equipment, Network Security, Support, and Networking as a Service
OETC Contract Administrator	Kristi Pippert kristi@oetc.org
Announcement URL	<a href="https://oetc.org/2016/08/rfp-networking-security-support/">https://oetc.org/2016/08/rfp-networking-security-support/</a>
Administrative Fee	1%
Contract Term	Three (3) years
Renewal Term	Up to three (3) additional years
Shipping Charges	Freight on Board Destination (FOB)
Estimated Fulfillment Volume	4,000,000/Year (not a guarantee of sales)

## B. RFP Schedule

October 3, 2016	<b>Request for Proposals is released</b>
October 25, 2016	<b>Questions Period</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 1, 2016	<b>Posted Answers</b> <i>All questions and official responses will be posted on OETC's website at the RFP Announcement URL</i>
December 21, 2016	<b>Closing</b> <i>All sealed bids are due to OETC by 4:00 p.m. on this date to qualify for evaluation</i>
	<b>Bid Opening</b> <i>Received proposals are opened, recorded, and published at the RFP Announcement URL</i>
January 10, 2017	<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>
January 17, 2017	<b>Intent to Award</b> <i>OETC will post its intent to award at the Announcement URL.</i>
	<b>Protest Period</b> <i>Responsive Proposers not awarded may protest in accordance with the terms and conditions set forth in this RFP.</i>
January 24, 2017	<b>Notification of Award</b> <i>All Proposers will be notified of the status of their bid.</i>

## C. Objective

The objective of this RFP is to establish volume Master Price Agreement(s) with Contractor(s) who are able to provide networking equipment, services, and accessories as well as network security so that OETC Members may order product(s) appropriate for their needs.

Additionally the OETC Membership seeks to obtain greater volume-based price discounts resulting from the administrative savings that the Contractor(s) will accrue from the maintenance

of a single, comprehensive Master Price Agreement for multiple educational institutions through the Pacific Northwest and beyond.

All OETC Members may use the resulting Contract. This RFP may result in multiple award(s).

## **D. About OETC**

OETC is a nonprofit that makes purchasing technology simple, reliable and affordable to meet the needs of education. 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 central, large and small, old and new.

On behalf of the consortium, OETC negotiates competitively bid contracts with some of the best manufacturers and resellers in the educational technology industry. These contract holders gain access to a purchasing market of 1,000 educational institutions, 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](https://store.oetc.org/membership).

# Section II: Instruction to Proposers

1. Failure to submit proposals in accordance with the provisions of this RFP shall be grounds to declare the proposal as non-responsive and the proposal will receive no further evaluation or consideration.
2. **Proposers Must:**
  - a. Submit a completed proposal; and
  - b. Provide OETC with all required or request documents and literature; and
  - c. Provide any corrections or erasures to their proposal that deviate from the terms and conditions presented in this RFP in the format of Attachment C - Terms, Conditions and Specifications Exception Form.
3. **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”). The media must contain:
  - a. A single PDF containing the Proposer’s response, including all Exhibits, any proposed contractual changes, and a completed bid signature page.
  - b. Pricing Proposal – Pricing should be submitted in its native Excel format—PDF or Google Sheets will not be accepted—for ease of scoring.
4. **Proposal Submission and Format.** Responses must be received by the closing date and time, which can be found in §IB of this document, and be delivered in a sealed package to:

Organization for Educational Technology and Curriculum  
Attn: Kim Buchanan / OETC-16R-Networking  
471 High Street SE  
Suite 10 / Creekside  
Salem, Oregon 97301-3995

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

5. **Complete All Exhibits.**
  - a. **Exhibit 1 – References.** Please complete as part of the customer support scoring for this RFP.
  - b. **Exhibit 2 - Terms, Conditions and Specifications Exception Form.** Submitting a signed proposal binds a Proposer to the terms and conditions of this RFP. Any terms and conditions a Proposer does not wish to be bound to must be clearly stated on Attachment C along with alternative language proposed.
  - c. **Exhibit 3 – Question Form.** All questions must be submitted in this format to the OETC Contract Administrator through email, or mail. Answers to all questions will be posted by the posted answers date identified in §IB at the RFP Announcement URL.

5. **Complete All Attachments.**

a. **Attachment A – Pricing Schedule.** The pricing proposal must be submitted in a native Excel format—PDF or Google Sheets will not be accepted—for ease of scoring.

i. **Category percent off of Manufacturer’s Suggested Retail Price (MSRP) (required).** This is the percent off of MSRP an OETC Member can receive on a single or multi unit order.

Enter a manufacturer name in column A. Enter a % off of Education MSRP in column B. Larger volume discounts can be noted in extended columns (see ii).

Proposal must provide an Education MSRP price list so that specific pricing against % off of MSRP may be calculated for comparison purposes.

ii. **Large order discounts (not required).** 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 C-E.

b. **Attachment B – Contract Coordinator.** This should contain the Proposer’s main contact for all Contract and RFP related questions and notifications.

c. **Attachment C – 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 fulfil the terms and agreement of this Contract. Final selection of designated Resellers will be made in consultation with OETC during contract negotiations.

Proposers who are Manufacturers who will take orders directly, should complete Attachment B with their own information.

Manufacturers who will be naming Fulfillment Agents to take orders on their behalf should fill Attachment C out with the Channel Partner’s information. Attachment B may be duplicated to name as many Fulfillment Agents as necessary.

ii. **If Respondent is a Reseller.** Respondent will fill out Attachment B with their own information.

d. **Attachment D: Suspension and Debarment Certification.** Required for OETC’s Membership to utilize federal funds for purchases.

6. **Complete Section III.** Supply a narrative addressing all points contained in Section III: RFP Scope and Specifications of this document. Any additional requirements for this RFP will be outlined in Section III below.

# Section III: RFP Scope and Specifications

## A. Business Overview

1. **Company History.** Responders, the organization or entity who submits a proposal in response to this solicitation, provide a brief history and description of their company including but not limited to facilities, personnel, state contracts, organization, complaint resolution, agent reseller usage, and financial strength.
2. **Personnel.** Responders must include a map or other documentation that indicates by state the number and type of sales, support personnel, or other resources that are employed to service purchase orders and/or equipment for OETC Members.
3. **Contracts.** List any contracts where the Responder has been awarded a statewide price agreement for similar products and services to those proposed by the Responder for this solicitation. These must be for Contracts that have been in place during the past three years.

The information required in response to this specification should include the name and telephone number of the Contract Administrator, the dollar value of the Contract, and the effective dates of the Contract(s). OETC reserves the right to contact these entities.

4. **Authorized by Manufacturer.** If Responder is not the Manufacturer of the goods or services in the Proposal, Respondent must attach a Manufacturer's letter or other written evidence/documentation including a narrative of relationships between you, your distributor (if necessary) and the Manufacturer to each product line you are bidding. The letter must specify the territory Responder is authorized for and specifically reference the OETC RFP opportunity. This letter or file must be attached, alongside the name(s) of the product line(s) contained in the response.

## B. Customer Support

1. **Organization.** Responders must include an organization chart and a thorough narrative describing how the Contract will be supported from senior management down to field technicians including the use of any subsidiaries or subcontractors.
2. **References.** Submit five (5) examples of current OETC Members that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation. In the event Respondent does not have current OETC Members as reference, please provide other educational references.
3. **E-Rate Program (if applicable).** Responders should describe their commitment to participation in the Federal Communications Commission's E-Rate discount program established under authority of the Federal Telecommunications Commission Act of 1996 by supplying their E-Rate contractor identification number and the list of E-Rate qualifying products, if any are submitted in the Response. .

4. **Section 508 Compliance.** Responders 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.

## C. General Product Specifications

1. **Current Products.** OETC is seeking a percentage (%) of of Education MSRP from manufacturer's current line of products for the following:
  - Routers
  - Switches
  - Wireless Access Points
  - Security Appliances/Applications
    - Firewall
    - Email security
    - Backup and recovery
    - Cloud-based and physical web gateway protection/management
    - Endpoint protection
  - Mobile Device Management (MDM) solutions
  - Networking as a Service offerings including scalable networking and failover solutions
  - Appliance/Application Support options

Hereinafter called "categories." These categories appear on the 'dashboard' on exhibit A. Exhibit A also provides separate tabs by category in the event there is an opportunity for deeper discounts per single transaction, or if there are specific sku discounts you would like us to consider.

2. **Manufacturer Verification.** The manufacturer's name shall appear on the component equipment. The named Resellers shall provide the warranty service and maintenance for equipment.
3. **Adding Categories.** Respondents can create more specific categories by adding tabs to Exhibit A if needed to provide better discounts on a specialized class of products, or to include products not previously mentioned to proposal.
4. **Warranty.** For each category of product a respondent submits a pricing proposal, respondent must also provide a written statement outlining that category's warranty including duration, and what is covered.
5. **Return Policy.** For each category of product a respondent submits a pricing proposal, respondent must also provide a written statement outlining that category's return policy.
6. **Brand Class.** OETC is seeking products with item class and quality standards ("or equivalent") as produced by companies such as Aruba, Juniper, Brocade, Ruckus, Aerohive, Cradlepoint, Sophos, Barracuda, and Trend Micro. These brands are intended to be descriptive but not restrictive, and are listed to indicate the quality and characteristics of products that will be satisfactory.

# Section IV: RFP Evaluation

## A. Phase 1 – Review and select complete and responsive proposals.

Complete Proposal	Pass / Fail
Responsive Proposal	Pass / Fail
Business Overview	Pass / Fail
Customer Support	Pass / Fail
Terms and Conditions	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.

Only proposals found to be complete, responsive and pass all evaluative criteria in phase 1 will be evaluated in phase 2.

2. **A Responsive Proposal:** Responsive Proposals will have correctly followed all instructions in §II.
3. **Business Overview.** The pass/fail category will evaluate whether the Responder a financially stable company with a track record of providing this type of service in the education industry.
4. **Customer Support.** The pass/fail category will evaluate whether the Responder has the resources itself, or through designated Fulfillment Agents, to support the entire OETC Consortium which primarily covers AK, OR, WA, ID, MT, WY, HI and Northern CA.
5. **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 proposed changes to the terms and conditions during the negotiation phase.

## B. Phase 2 – Evaluate Pricing.

1. Only those responses found to be complete and responsive under phase 1 will be considered in phase 2. OETC may request clarification from one or more Responders. 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. 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.

3. If all responses found to Pass phase 1, only the lowest priced proposals for a given manufacturer line will be considered in phase 3.

### **C. Phase 3 – Contract Negotiations.**

1. Only those responses that are found to be responsive under phases 1 and 2 will be considered in phase 3.
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 Section 4D. 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 Responder, or to multiple Responders, 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 Administrator will make the final determination and award decision(s) for this RFP.

### **D. Phase 4 – 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 V: 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. Named brands or equivalent will be accepted.
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 the TERMS, CONDITIONS AND SPECIFICATIONS EXCEPTION FORM attached to this RFP.
6. **Withdrawal.** A Proposer may modify or withdraw its 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, 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.
11. **Preference.** If all other factors are equal, goods or services that have been manufactured or produced in Oregon 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 attached to this RFP. 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. **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):
    - i. All higher scoring Proposals are not responsive;
    - ii. OETC has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in this RFP; and
    - iii. OETC's evaluation of Proposals or OETC's subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.
15. **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.

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.

16. Proposers must exhaust all administrative remedies before seeking judicial review.

# Section VI: Contract Terms and Conditions

## A. General Terms and Conditions

1. **Contract Coordinator.** The Contract Coordinator identified in Attachment B is to be the sole point of contact with regard to contractual matters, disputes, concerns or other issues arising from this Contract.

Contractor may update the Contract Coordinator by submitting a new Attachment B to the OETC Contract Administrator.

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. OETC will provide notice to the Contractor in the event OETC elects to renew or not renew the contract.
4. **Administrative Fee.** The OETC Administrative Fee is set in Section IA.

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. This fee is to be included as part of the pricing submitted with Responder's proposal.

For OETC Member orders placed directly by OETC the OETC Administrative Fee will be collected by at the time of sale.

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. **Administrative Fee Calculation.** Pricing in Attachment A must include OETC's Administrative Fee. The Administrative Fee must be included in all pricing presented to OETC's membership.
2. **Lowest Possible Price.** OETC or an OETC Member shall pay the lower of the prices contained in the Attachment A, and any subsequent pricing updates.

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.

Only General Price Reduction price decreases will apply to all subsequent OETC Member orders.

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.

3. **Maintaining Attachment A - 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.

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.

All changes to the price list must be submitted 30 days prior to taking effect.

4. **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.
5. **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.

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 Attachment B to OETC's Contract Administrator.
3. **OETC Approval Required.** Proposed additions must be approved by OETC's Contract Administrator 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.** Responder or its Fulfillment Agent may not submit an invoice for payment until the order is fulfilled either electronically or Freight on Board (FOB) Destination.
3. **Leasing.** Individual OETC Members may enter into lease agreements for the products covered in this Contract.

## 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.

# Section VII: Definitions

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

The Administrative Fee must be included in all pricing.

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

**Best & Final Offer(s).**

**Channel Partner(s).**

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

**Contractors.**

**Contract Administrator.**

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

**Contract Coordinator.**

**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.

**Exhibits.**

**Finalist.** A respondent who is found to be responsive under phases 1 and 2 of the evaluation process and will be considered in phase 3.

**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.

**Intent to Award.**

**Joint Cooperative Procurement.**

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

**Master Price Agreement(s).**

**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.

**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.

**Pricing Proposal.**

**Proposer.**

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

**Question Form.**

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

**Responder.** The organization or entity who submits a proposal in response to this solicitation.

**RFP Announcement URL.**

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but OETC Members do not have to accept, limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts. EACH OETC MEMBER DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

**Warranty.** The Manufacturers general warranty tied to the product at the time of purchase.

**Written Addenda.**

**Written Disposition of the Protest.**

# Section VIII: 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