



oetc.org  
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# RFP Number: 1502R-LMS-OETC

*Request for proposals to provide volume price agreement and fulfillment of:   
Learning Management Systems software*

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

## Proposal Submission Deadline:

June 1, 2015  
2:00 PM PDT

## Deliver Sealed Proposals to:

Organization for Educational Technology & Curriculum   
Attn: Kim Buchanan / 1502R-LMS-OETC   
14145 SW Galbreath Drive   
Sherwood, Oregon 97140

# Section I: Scope of Work

## A. RFP Overview

RFP Products	Learning Management Systems software
Admin Fee	5%
Contract Term	Three (3) years
Renewal Term	Up to two (2) additional years
Shipping Charges	Freight on Board Destination (FOB)
Estimated Fulfillment Volume	\$1,850,000 annually

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.

## B. RFP Schedule

4/28/2015	Request for Proposal is released
5/19/2015	Questions Period All questions from Manufacturers or their Authorized Dealer(s) must be submitted to OETC using the web form found at the RFP Announcement URL
5/26/2015	Posted Answers All questions and official responses will be posted on OETC's website at the RFP Announcement URL
June 1, 2015	Closing All sealed bids are due to OETC by this date and time to qualify for evaluation. There are no exceptions.
June 9, 2015	Public Bid Opening 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: 14145 SW Galbreath Dr. Sherwood, Oregon 97140-9170
June 16, 2015	Bid Evaluation Period
June 18, 2015	Intent to Award OETC will post its intent to award at the Announcement URL.
June 19, 2015	Notification of Award All Proposers will be notified of the status of their bid.

## C. Objective

The objective of this RFP is to establish volume Master Price Agreement(s) with Contractors who are able to provide specific Learning Management Systems software 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 in good standing may use the resulting Master Price Agreements. This

procurement may result in multiple award(s).

## D. 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.

K12 and higher education institutions 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.

## E. Participating Members

This RFP is on behalf of all public members of OETC. All members are accredited educational institution serving preK-K20 students.

# Section II: RFP Specifications

## A. Business Overview

1. **Company History.** Responders provide a brief history and description of their company including but not limited to Facilities, Personnel, State Contracts, Organization, Complaint Resolution, Preference Programs, 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, plus the effective dates of the contract(s). OETC reserves the right to contact these entities.

4. **Authorized by Manufacturer.** 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/documentation including a narrative of relationships between you, your distributor and/or the manufacturer to each product line you are bidding. This letter or file must be attached above, 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 or previous states or other large educational institutions that have or are currently receiving similar products and services to those proposed by the Responder for this solicitation.
3. **E- Rate Program.** 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.
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. Product Specifications

### Services and Solutions

Please describe and indicate pricing for the following services in the proposal for the following services. Provide pricing for #4 - Licenses in Attachment G - Pricing Proposal.

1. **Implementation Services** – Any services needed to implement an operational instance of the solution, including installation, configuration, and integration with key business systems (i.e. Student Information System).
2. **Training** – Train key project staff on configuration, management, and use of the LMS. Deliver training materials for teachers, students, and parents, and work with OETC Member’s staff to customized professional development.
3. **Support** – On-going support and service, including tiered customer support, any needed system upgrades, fixes, data recovery assistance, and enhancements to the items installed.
4. **Licenses** – OETC is asking for per ADM pricing, built on increasing discounts the more OETC members choose the solution. The pricing should offer both on-premise (i.e. the OETC member manages the software on its own servers) and hosted solutions. The pricing should reflect total consortium-wide ADM. Meaning the more the OETC membership adopts the solution, the lower the price.

### Integration with Student Information Systems

Please describe how your solution interfaces with popular student information systems, including Edupoint’s Synergy product.

## Section III: Response Requirements

### A. Instructions to Proposers

1. Failure to submit proposals in accordance with the provisions of this Solicitation shall be grounds to declare the proposal as non-responsive.
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. **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 / 1502R-LMS-OETC  
14145 SW Galbreath Dr  
Sherwood, Oregon 97140-9170

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

4. **Electronic Submission.** The 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 for ease of scoring.
5. Complete All Attachments.
  - a. **Attachment A – Proposer Information.** This should contain the proposer’s main contact for all contract and proposal related questions and notifications.
  - b. **Attachment B – References.** Please complete as part of the Customer Support scoring for this RFP.
  - c. **Attachment C - 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.
  - d. **Attachment D – Fulfillment Agent.** This should contain the information of where order. Proposers who are manufacturers who will take orders directly, or who are vendors should complete Attachment B with their own information. Manufacturers who will be naming fulfillment agents (i.e. channel partners) to take orders on their behalf should fill this out with the channel partner’s information. Attachment B may be duplicated to name as many Fulfillment Agents as necessary.
  - e. **Attachment E – Question Form.** All questions must be submitted in this format.
  - f. **Attachment F: Suspension and Debarment Certification.** Required for our membership to utilize Federal funds for some purchases.
  - g. **Attachment G – Pricing Proposal.** The pricing proposal must be submitted in a native XLS format for ease of scoring.
    - i. **Category Percent off of MSRP.** This is the percent off of MSRP an OETC Member

can receive on a single or multi unit order.

- ii. **Cumulative Discounts.** If the OETC consortium purchases a threshold amount of product per band, the respondent can offer additional percent of off MSRP. The frequency to obtain each cumulative tier shall be annually, unless otherwise proposed.
  - iii. **Per Transaction Multi-Unit Discount.** If an OETC member makes a single purchase that achieves a certain purchasing threshold an additional percent of off MSRP may be given to the that OETC Member.
  - iv. **Premium Savings SKU.** Specific products that offer greater discount than what would normally be available for that particular products Category. These SKUs have clear definitions. Proposers may offer slightly different specifications to fit their particular models.
- h. **Attachment H – Specifications and Requirements.** Product specifications should be marked as yes or no. If explanation is required or helps explain a “yes” or “no” designation please include in the proper field.



## Section IV: RFP Evaluation

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

1. 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. OETC reserves the right to reject any and all responses, to modify these RFP specifications, or to waive informalities in the RFP. OETC will eliminate any non-responsive proposal. Only proposals found to be complete and responsive will be evaluated in Phase 2.
2. A Responsive Proposal:
  - a. Responsive proposal will have correctly followed all instructions in §2 A; and
  - b. Responsive proposals will have agreed to all terms and conditions or proposed changes to the Terms or Conditions of this RFP by using Attachment C: Terms, Conditions and Specifications Exceptions. Any proposed changes using Attachment C may disqualify a proposal if the change is not deemed in the interest of the OETC Membership. Or proposed changes to the Terms and Conditions may result in fewer points in the Phase 2 evaluation process as outlined in §3B paragraph 3.

### B. Phase 2 – Evaluate responses.

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. Responses will be rated as follows:

Business Overview	50 points
Customer Support	75 points
Acceptance of Terms and Conditions	100 points
Cost / Pricing	500 points
<b>Total</b>	<b>725 points</b>

## C. Phase 3 – Select awardees and post Intent to Award.

1. Only those responses that are found to be responsive under Phases 1 and 2 will be considered in Phase III.
2. OETC reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. OETC reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final Offer, and/or negotiations.
3. The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion OETC and its Membership believes it will receive the best value.
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 for this RFP.

## D. Phase 4 – Sign Contracts.

Sign contracts with Contract Awardee(s).

# Section V: Terms and Conditions

## A. RFP Terms and Conditions

1. 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 proposal have been identified by a brand name, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.
3. Responses offering equal products (including products of a brand name manufacturer other than the one described in this procurement) will be considered for award if such products are clearly identified in the responses and are determined by the OETC to meet fully the salient characteristics and requirements listed in the RFP or otherwise indicated by the items listed in Exhibit C.
4. 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.
5. Change by Addenda. OETC may change this RFP by Written Addenda.  
  
OETC shall issue all Addenda on the company website ([www.oetc.org](http://www.oetc.org)). At its discretion, OETC may extend the Closing to allow Proposers time to analyze and adjust to changes.
6. Modifications. Modification must be prepared and submitted using the TERMS, CONDITIONS AND SPECIFICATIONS EXCEPTION FORM attached to this RFP.
7. Withdrawal. A Proposer may modify or withdraw its Proposal in writing prior to Closing.
8. Proposals are Irrevocable. Proposals submitted by Proposers shall be irrevocable for at least thirty (30) calendar days after the proposal opening date and time.
9. 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.
10. 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.

11. 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.
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 Award of a Contract, or the Intent to Award a Contract 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):
  - c. All higher scoring Proposals are none responsive;
  - d. OETC has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in this RFP; and
  - e. 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 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.

## B. General Terms and Conditions

1. Contract Awardee Contact. The Contract Awardee is to be the sole point of contact with regard to contractual matters, disputes, concerns or other issues arising from this RFP. The Contract Awardee is responsible for ensuring contract and pricing compliance with its named Fulfillment Agents.
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 with options to renew for up to two years.
3. Administrative Fee Calculation. The percentage off of MSRP for product category shall include the OETC administrative fee.

*Example: Admin fee = 3%*

Category	Brand	% off of MSRP
15 inch laptop	Acme	50%

An Acme laptop in category “15 inch Laptop” that has a MSRP of \$200 would cost OETC members \$100 (50% off of MSRP) and OETC would collect \$3 as an admin fee (3% of \$100), with \$97 going to the Contract Awardee or its Fulfillment Agent.

4. Lowest Possible Price. By submitting a proposal, the proposer agrees that the price offered to OETC members (including the Administrative Fee) is the lowest price offered by the proposer to the members of the OETC.

OETC Members shall pay the lower of the prices contained in the RFP or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Standard Configuration price or Per Transaction Multiple Unit Discount. 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.

5. Maintaining Product and Price List. All pricing 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 Contract Awardee 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.

6. Discontinued Items. All changes to the price list must be submitted 30 days prior to taking effect. Discontinued items must be marked on the OETC Pricing Update template 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.
7. 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.
8. 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.
9. Payment Terms. All purchase orders received by OETC or its members will be on Net 30 terms or greater.
10. Leasing. Individual OETC Members may enter in to lease agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements.
11. Shipping costs. All items must be bid Freight On Board Destination (hereinafter FOB). (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.
12. 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.
13. 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.
14. Restocking Fees. No restocking fees are permitted on any returns, defective or otherwise.
15. 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 Contract Holder or a Fulfillment Agent, an equivalent or better product will be substituted at no-additional cost to the OETC Member.
16. Invoice with shipment. Vendors may not submit an invoice for payment until the order is fulfilled either electronically or FOB.

17. Indemnification. For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to OETC and its Members, including the OETC's Board of Directors and employees.
18. Cancellation. OETC may cancel any contract resulting from this RFP for a Contract Awardee's failure to perform or uphold any of the terms and conditions outlined in this RFP or it's resulting contract. Additionally OETC may cancel a contract resulting from this RFP if the consortium's cumulative annual sales for any contract are less than \$100,000 per calendar year.

## Section VI: Definitions

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

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

**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.

**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.

**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 life 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.

**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 (keep pace with the advance of technology) the standard configurations 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 a the Contract Awardee that issues an order against the Contract and becomes financially committed to the purchase.

**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.

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

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

# Section VII: Proposal Signature Page

The undersigned hereby agrees to the specifications, terms and conditions of this request for proposals.

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

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

## Company Information

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

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

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

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

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

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

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

## Legal Address

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP



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14145 SW Galbreath Drive  
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(503) 625-0501  
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## Attachment A: Proposer Information

### A. Contract Coordinator

\_\_\_\_\_

Name

\_\_\_\_\_

Email

\_\_\_\_\_

Street Address

\_\_\_\_\_

Phone Number

\_\_\_\_\_

City, State Zip

\_\_\_\_\_

Fax

I am the manufacturer of the products and services in this proposal

I am a vendor of the products and services in this proposal, and I have attached letters from the manufacturers of all proposed items



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## Attachment B: References

Organization	Contact Person		Products / Services Provided	
	Name:			
	Title:			
	Email:			
	Phone:			
	Name:			
	Title:			
	Email:			
	Phone:			
	Name:			
	Title:			
	Email:			
	Phone:			

Organization	Contact Person		Products / Services Provided
	Name:		
	Title:		
	Email:		
	Phone:		
	Name:		
	Title:		
	Email:		
	Phone:		
	Name:		
	Title:		
	Email:		
	Phone:		





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# Attachment D: Fulfillment Agent

## A. Company Information

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State Zip

## B. Sales and Support Contact

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

## C. Remit To / Payment Contact

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

Allowed Territories

## D. Allowed Purchasers

Place an "X" for each allowed purchaser type.

- |                        |                               |   |  |
|------------------------|-------------------------------|---|--|
| <b>Public Members</b>  | <input type="checkbox"/> K-12 | <input type="checkbox"/> Higher Education | <input type="checkbox"/> State Dept. / ESD |
| <b>Private Members</b> | <input type="checkbox"/> K-12 | <input type="checkbox"/> Higher Education | <input type="checkbox"/> Non-Profit        |



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## Attachment E: Question Form

**Respondent Name:** \_\_\_\_\_

Questions must be submitted in writing and following the template format below. Attach questions to an email and send to OETC Executive Director Thomas Richards at [thomas@oetc.org](mailto:thomas@oetc.org). All questions received by the cutoff date and time will be responded to via an addendum and posted at the Announcement URL. Be specific and cite the section, item and page number to which the question refers. Contact regarding this RFP with any OETC personnel other than the Executive Director may result in rejection of the response. See schedule of events for when questions are due.

Section Reference	Question





# Attachment F: 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 proposer certifies to the best of its knowledge and believe that it and its principals:
  - 1.1. Are not presently debarred, suspended, proposed for disbarment, 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 proposer is unable to certify to any of the statements in this certification, proposers 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 proposer 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 proposer 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 proposer 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 proposals. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to OETC and its membership, OETC may terminate this transaction for cause or default.
4. The proposer shall provide immediate written notice to OETC to which this proposal is submitted if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. The proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OETC.
7. The proposer further agrees by submitting this proposal that it may be required to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by OETC entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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.

	On-Premise Solutions			Hosted Solutions		
ADM	Perpetual	Perpetual Maintenance	Annual	Perpetual	Perpetual Maintenance	Annual
1 - 499						
500 - 999						
1,000 - 3,999						
4,000 - 7,999						
8,000 - 14,999						
15,000 - 24,999						
25,000 - 49,000						
50,000+						

	Yes	No	Explanation			
<b>Basic Features and Collaboration Solutions</b>						
Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.						
Solution provides peer review tools with flexible group assignments (random; instructor assigned; student self-enroll) options.						
Solution allows users to submit assignments online						
Solution allows teachers and students to provide audio, video, or written feedback on assignments						
Calendar links to assignments and activity due dates						
Users have the ability to subscribe to the calendar and integrate it with their personal calendars through CalDAV, or some equivalent calendar standard protocol						
Solution has audio/video recording ability.						
Solution allows instructors to create and manage collaboration groups for students.						
Solution offers resource sharing allowing all users assigned to that course to contribute.						
Solution allows students/parents to opt in to alerts for course updates						
Solution has a single interface serving users role-based content.						
Solution offers video conferencing features.						
Solution supports varied file formats e.g. office documents, pdf, txt, wmv, mp4, mp3, html5, etc.						
Solution allows users to do batch file uploads.						
Solution allows instructors to push announcements to members of their class.						
Solution provides an internal messaging platform for students and instructors to communicate with each other.						
Solution offers the ability to provide online courses for staff, students, parents, and community members.						
Solution offers the ability to create online forms.						
Solution offers the ability for users to take notes or contribute to discussions while watching a video.						
Solution has a method for confirming course completion						
<b>Interface</b>						
Solution offers web-based features accessible from any internet connection.						
Solution interface is easy to use and offers breadcrumb-like navigation.						
Solution has a mobile interface, meaning through the use of media queries, or user-agent detection the solution provides a mobile and tablet optimized interface.						
Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).						
The mobile application supports all major functions in the LMS.						
<b>Gradebook and Assessment</b>						
Solution allows instructors to create and design online assessments.						
For in-built online assignments, system allows instructors to monitor progress in real time.						
Solution allows users to use a mobile device, Chromebook or tablet for students to take online assessments.						
Solution offers a single gradebook interface for instructors						
Solution has a gradebook that supports standards-based grading.						
<b>Managed Learning Content</b>						
Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.						
Solution has customizable course layout and design options.						
Solution allows users to search courses and share content across different classes and instructors.						
Solution offers students the ability to maintain their personal work portfolio.						
Solution allows translations for its interface for which languages (please mark in Explanation field)						
Solution allows unlimited storage.						
Solution allows for publishing of courses to different schools using the same LMS platform, but not on the same domain?						
<b>Reporting and Data Access</b>						
Solution offers teachers the ability to see the workload of all their students.						
Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)						
Solution allows OETC Member to query and modify their data using at least one of the following methods: Through a web service API; through a REST Based HTTP web service API; and/or through SQL queries to the database.						
Solution allows OETC Member to export their data using at least one of the following methods: - CSV (or other text-delimited) data file download. - Export via a web service API.						

Solution provides the ability for the OETC Member or vendor to create custom reports.						
<b>Single Sign-On Authentication</b>						
Solution uses either the OpenID or SAML 2.0 protocols for single sign-on.						
The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)						
Solution offers LDAP authentication.						
Solution offers Active Directory Federation Service (ADFS) authentication.						
Solution allows 3rd party applications to be integrated or used via the LMS interface.						
<b>Data Security</b>						
Data Ownership (data belongs to District, not vendor)						
Data separation (from their other clients) on dedicated server with dedicated DB.						
Solution has appropriate firewalls in place to protect against external attacks						
Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.						
Solution has an intrusion detection system.						
Solution has an approved secure method of data file transfer (by District) such as SFTP, SCP						
Solution supports customizable and granular user security						
<b>Compliance</b>						
Solution complies with American Disabilities Act (Section 508) and allows for multiple font sizing preferences.						
Solution is compliant with ADA act						
Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.						
Solution renders web pages and navigation in ADA Compliant systems and has been thoroughly tested with screen readers such as JAWS and with accessibility tools.						
Solution complies with Children's Online Privacy Protection Act.						
Solution complies with Federal or local school laws policies or programs.						