OETC-20I-Leasing

Invitation to bid on providing volume price agreement and fulfillment of: Leasing services for IT equipment

*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:

September 17, 2020

5:00 p.m. Pacific Time

## Deliver Sealed Bids to:

OETC

Attn: Zach Jensen / OETC-20I-Leasing **<insert respondent name>**

471 High St. SE

Suite 10 – Creekside

Salem, OR 97301

# 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 from technology leasing providers in education (Respondent) for a price agreement and fulfillment services.

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| ITB Number | OETC-20I-Leasing |
| ITB Products | Leasing services for IT equipment |
| OETC Contract Administrator | Zach Jensen  zjensen@oetc.org |
| Announcement URL | <https://oetc.org/2020/07/oetc-20i-leasing> |
| Administrative Fee | 1% |
| Contract Term | Three (3) years |
| Renewal Term | Up to three (3) additional years |
| Estimated Fulfillment Volume | >$5M |

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## B. ITB Schedule

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| --- | --- |
| August 18, 2020 | **Invitation to Bid is released** |
| August 18 – Sep 1, 2020 | **Questions Period**  *All questions from Manufacturers or their Authorized Dealer(s) must be submitted to OETC using the web form found at the ITB Announcement URL* |
| September 1, 2020 | **Posted Answers**  *All questions and official responses will be posted on OETC’s website at the ITB Announcement URL* |
| September 17, 2020 | **Closing**  *All sealed bids are due to OETC by 5:00 p.m. PST on this date to qualify for evaluation* |
| September 18, 2020 | **Bid Opening**  *Received proposals are opened, recorded, and published at the ITB Announcement URL* |
| September 18 – September 22, 2020 | **Response Evaluation Period** *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.* |
| September 22, 2020 | **Intent to Award**  *OETC will post its intent to award at the Announcement URL.* |
| September 22 - September 29, 2020 | **Protest Period**  *Responsive Respondents not awarded may protest in accordance with the terms and conditions set forth in this ITB.* |

## C. Objective

The objective of this ITB is to establish volume Master Price Agreement(s) with Contractor(s) who are able to provide educational technology leasing services so 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 ITB 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 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](https://store.oetc.org/membership).

# Section II: Instructions to Respondents

*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.
   1. **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 Section III(B)(3)**. All Respondents must complete section III(B)(3) in order to be considered for Phase III: Price Evaluation.
10. **Complete Exhibit 1 – Bidder information, Requirements, and Pricing**
    1. **Form A** - Respondent Information
    2. **Form B** - Respondent Contacts
    3. **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.
       * 1. 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.
    4. **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.
    5. **Form E -** Fulfillment Agents. Bidders who are leasing services providers who will take orders directly, or who are vendors should complete Form E with their own information. Leasing service providers 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.
    6. **Form F** **Provide Lease Rates** - Provide lease rates for various categories of products. Categories are useful for distinguishing different lines within a single manufacturer that may require a different lease rate.
11. **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.
    1. Contact with any OETC personnel other than the Contracts Manager may result in rejection of the response.
12. Submit the ITB to the correct location, by the correct time, and be delivered in a sealed package to:

OETC

Attn: Zach Jensen / OETC-20I-leasing **<insert Respondent name>**

5070 SE Tenino ST.

Portland, OR 97206

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# Section III: ITB Evaluation

## A. Phase One – Evaluate Responsiveness.

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| --- | --- |
| 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.
3. **Only** **bids found to be complete, responsive, and pass all evaluative criteria in phase one will be evaluated in** **phase** **two**.

## 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.
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.
3. **Product Specifications.** All bidders must complete the information below in order for OETC to accurately evaluate each leasing proposal:

|  |  |  |
| --- | --- | --- |
| **Term** | **Y/N** | **Where is this documented?** |
| Lessor agrees to no security deposits, upfront payments or documentation fees |  |  |
| Lessor agrees to provide separate lease rates for hardware by type & software / soft costs |  |  |
| Lessor agrees to execute lease schedules in monthly or quarterly intervals as directed |  |  |
| Lessor agrees installation intervals will begin on the 1st & end on the 30th /31st |  |  |
| Lessor agrees initial lease terms will begin the 1st day following installation intervals |  |  |
| Lessor agrees to accept a fiscal funding language in the Master Lease |  |  |
| Lessor agrees lease rates adjust .000045 for each 10 basis point increase in like swaps |  |  |
| Lessor agrees to partial schedule buyouts, renewals, return, & refresh options |  |  |
| Lessor agrees to no restocking fees, residual guarantees or deposits to reduce cost |  |  |

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### Master Lease Terms Prorated Rent During Installation Periods

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| --- | --- | --- |
| **Term** | **Y/N** | **Where is this documented?** |
| Does your solution charge prorated rent during the installation intervals |  |  |
| Lessor agrees prorated rent is based on 1/30th of the lease rate or a fixed amount |  |  |
| Lessor agrees prorated rent applies from each COA to the end of installation intervals |  |  |
| Lessor agrees to bill prorated rent either during or at end of installation intervals |  |  |
| Lessor agrees to substitute prorated rent with interest carry cost of .000181 / day |  |  |
| If prorated rent is substituted with interest carry cost, do your lease rates change |  |  |

### Interim Rent During or After Installation Periods

|  |  |  |
| --- | --- | --- |
| **Term** | **Y/N** | **Where is this documented?** |
| Lessor agrees not to charge any interim rent outside of the installation intervals |  |  |
| Lessor agrees interim rent is based on 1/30th of the applicable lease rate (if applicable) |  |  |
| Lessor agrees the initial lease term will start the first day following installation intervals |  |  |
| Lessor agrees to bill interim rent with the first invoice of the initial term (if any) |  |  |
| Lessor agrees to substitute interim rent with interest carry cost of .000181 / day |  |  |
| If interim rent is substituted with interest carry cost, do your lease rates change? |  |  |

### Lease Termination Notice and Automatic Lease Extensions

|  |  |  |
| --- | --- | --- |
| **Term** | **Y/N** | **Where is this documented?** |
| Lessor agrees to alert lessee 3, 6 & 12 months in advance of expiring leases |  |  |
| Lessor agrees to 30‐day notice to terminate the initial term of the lease |  |  |
| Lessor agrees to 30‐day notice to purchase or renew any or all systems on a lease |  |  |
| Lessor agrees the lease extends in 30‐day increments for late or no termination notice |  |  |
| Lessor agrees purchase & renewal options are not void for late termination notice |  |  |
| Lessor agrees to no restocking fees and no software “stop usage” lease provisions |  |  |

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### End of Lease Purchase, Renewal, Return and Refresh Period

|  |  |  |
| --- | --- | --- |
| **Term** | **Y/N** | **Where is this documented?** |
| Lessor agrees fair market value (FMV) is based on arm’s length valuation |  |  |
| Lessor agrees lessee can purchase any or all systems for FMV (no mutual agreed terms) |  |  |
| Lessor agrees lessee can execute a fixed term renewal for any or all systems for FMV |  |  |
| Lessor agrees lessee can execute a 90‐day return and refresh period for any or all systems |  |  |
| Lessor agrees monthly rent will decline based on partial purchases & fixed term renewals |  |  |
| Lessor agrees partial purchases & renewals are based on FMV (not stip. loss table %) |  |  |

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### End of Lease Equipment Return and Chargebacks

|  |  |  |
| --- | --- | --- |
| **Term** | **Y/N** | **Where is this documented?** |
| Lessor agrees to cap return transportation costs at the first 1,000 miles |  |  |
| Lessor agrees to accept like‐kind return of PCs, laptops, monitors, tablets, & printers |  |  |
| Lessor agrees to a 7‐day return grace period each month after the return & refresh period |  |  |
| Lessor agrees that keyboards, mice, diskettes, & media are not required to be returned |  |  |
| Lessor agrees chargebacks for missing & damaged systems is based on FMV (not SLV%) |  |  |
| Lessor agrees PCs, laptops & tablets are not subject to maintenance recertification. |  |  |

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### Asset Management

|  |  |  |
| --- | --- | --- |
| **Term** | **Y/N** | **Where is this documented?** |
| Does lessee have use of lessor’s asset management system free of charge or fees? |  |  |
| Does the system manage multiple asset types from an unlimited number of suppliers? |  |  |
| Does the system have lease and asset level advanced search & custom reporting? |  |  |
| Does the system provide alerts to expiring leases 3, 6 & 12 months in advance? |  |  |
| Does the system manage all third party leases and lessee owned assets? |  |  |
| Does the system accommodate unlimited users and unlimited user defined fields? |  |  |
| Does the system have a dashboard for “executive views” of lease portfolio statistics? |  |  |
| Does the system provide visibility to asset level activity during installation periods? |  |  |
| Does the system manage maintenance contracts & tie them to individual assets? |  |  |
| Does the system have a packing slip generator to facilitate equipment returns? |  |  |
| Does the system reflect declining rents based on line item & partial schedule returns? |  |  |
| Does the system import / export data & integrate with outside systems via API? |  |  |

## 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.
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 bids 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.

# Section IV: ITB 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. **Estimated Fulfillment Volume Is Not a Guarantee of Sales**. The Estimated Fulfillment Volume is provided as a courtesy to Respondents to corroborate proposed pricing. The Estimated Fulfillment Volume is based on purchasing history and consortium demand.
3. **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 Respondents 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.
4. **Modifications**. Modifications must be prepared and submitted using Exhibit 1.
5. **Withdrawal**. A Respondent may modify or withdraw its Bid in writing prior to closing.
6. **Bids are Irrevocable**. Bids submitted by Respondents shall be irrevocable for at least ninety (90) calendar days after the proposal opening date and time.
7. **Controlling Language**. The Respondent 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 Respondent expressly states on the Proposal Signature Page alternative terms or conditions the Respondent wishes OETC to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the Proposal to rejection.
8. **Late Bids**. Any Bids received after closing are late. A Respondent's request for withdrawal or modification of a Proposal received after closing is late. OETC will not consider late Bids.
9. **Receipt, Opening, and Recording Bids**. Bids will be opened and recorded. The number of Bids received, the identity of Respondents 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.
10. **Preference**. If all other factors are equal, goods or services that have been manufactured or produced in Oregon will receive preference.
11. **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.
12. **Question or Clarification**. All questions regarding this ITB must be submitted in writing using the Question Form attached to this ITB. No oral questions will be accepted. All questions received prior to the question deadline will be answered by and posted on OETC's website. Respondents may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this ITB.
13. **Requirements for Protest**. Respondent may protest the Intent to Award during the protest period if:
    1. The Respondent is adversely affected because the Respondent would be eligible for Award of the Contract in the event the Protest were successful; and
    2. The reason for the Protest is that (the aggrieved Respondent 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.
14. **Protest Process**. A prospective Respondent may protest the procurement process or the ITB document as set forth in ORS 279B.405(2). Respondent written comments shall include:
    1. A detailed statement of the legal and factual grounds for the protest;
    2. A description of the resulting prejudice to the Respondent; and
    3. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.
    4. 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.
15. Respondents must exhaust all administrative remedies before seeking judicial review.

# Section V: Contract Terms and Conditions

## A. General Terms and Conditions

1. **Contract Coordinator.** The Contract Coordinator identified in Exhibit 1 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 Exhibit 1 to the OETC Contract Administrator.

1. **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.
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 Respondent's proposal.

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.

1. **Notice.**
   1. **Form of Notice**. All notices, requests, claims, demands and other communications between the parties shall be in writing.
   2. **Method of Notice**. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile, or (v) by electronic mail] to the address of the OETC Contract Administrator or Contractor's Contract Coordinator or such other address as either party may specify in writing.
   3. **Receipt of Notice**. All notices shall be effective upon
      1. Receipt by the party to which notice is given, or
      2. On the fifth (5th) day following mailing, whichever occurs first.
   4. **Receipt of Notice for Email**. If notice is delivered by email, notice shall be effective when the recipient, by an email sent to the email address for the sender stated in this section or by a notice delivered by another method in accordance with this section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this section.

## B. Pricing.

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 an OETC Member.
2. **Pricing.** Respondent guarantees not to offer OETC Members a lower price outside of this OETC contract.
3. **Price Reduction**. Price reductions may be offered at any time. Contract Awardee submits reductions on the OETC Pricing Sheet (XLS document), and they become effective upon OETC’s receipt of the pricing spreadsheet. Respondent may offer the following price changes:
   1. **General Pricing Reduction**. A price reduction applicable to all OETC members.
   2. **Per Transaction Multiple Unit Discount.** Discount based on per transaction volume (defined by units or sales) applicable to all OETC members who meet the discount criteria.
   3. **Per Transaction Single OETC Member Discount**. Discount based on any number of factors (for example, but not limited to: strategic account, volume, competitive situation, trade-ins). Applicable to only a single OETC Member. Offer may expire any time. Discount does not apply to any other OETC Member.
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. Price increases do not apply to in place agreements with OETC Members or to pending orders already placed by OETC Members.
5. **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 Fulfilment 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**. 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.

## G. Amendments, Scope and Termination

1. **Indemnification**. Contractor and its Fulfillment Agents shall fully indemnify, hold harmless and defend (collectively “indemnify” and “indemnification”) OETC and its directors, officers, employees, and agents, (collectively, “Indemnified Parties”) from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs), whether or not involving a third party claim, which arise out of or relate to
   1. Any breach of any representation or warranty of Contractor or its Fulfillment Agents contained in this Agreement, or
   2. Any breach or violation of any covenant or other obligation or duty of Contractor or its Fulfillment Agents under this Agreement or under applicable law, in each case whether or not caused by the negligence of OETC or any other Indemnified Party and whether or not the relevant claim has merit.
2. **Governing Law and Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws, except to the extent preempted by the laws of the United States of America.
3. **Cancellation**. OETC may cancel an Awarded Contract for a failure to perform or uphold any of the terms and conditions outlined in the Awarded Contract. Additionally OETC may cancel a contract if the consortium’s cumulative annual sales are less than $100,000 per calendar year.
4. **Amendments**. Contract amendments shall be negotiated by OETC whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and OETC as required by law.

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# Section VI: Definitions

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| **Administrative Fee.** The fee paid by Resellers with awarded Contract(s) to OETC to fund the organization’s purchasing consortium support.  **Attachments**. Forms required for a complete ITB Response. Attachments are incorporated into a final contract, if awarded.  **Announcement URL**. The web address where the ITB is announced and all files are posted.  **Best & Final Offer(s).** Updated responses after a qualifying round of scoring.  **Contract(s)**. The resulting agreement between OETC and Contractor.  **Contractor.** Also known as “Contract Awardee” or “Contract Holder.” The organization or entity who is awarded a contract based off of proposals submitted in response to this ITB.  **Contract Awardee.** *See Contractor.*  **Contract Coordinator.** Person designed by Contractor to receive communications concerning ITB and contract issues.  **Estimated Fulfillment Volume Is Not a Guarantee of Sales**. The Estimated Fulfillment Volume is provided as a courtesy to Respondents to corroborate proposed pricing. The Estimated Fulfillment Volume is based on purchasing history and consortium demand.  **Exhibits.** Forms required for complete ITB submission. Exhibits are not integrated into the final contract.  **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.  **Respondent.** Also known as “Respondent” and “Respondent.” The organization or entity who submits a proposal in response to this solicitation.  **Services**. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but OETC Members do not have to accept, limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts. EACH OETC MEMBER DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.  **Warranty**. The manufacturer's general warranty tied to the product at the time of purchase. | **Intent to Award.** Notice by OETC to enter negotiations with a Respondent or Respondents.  **Joint Cooperative Procurement.** A cooperative procurement done by a defined group of political subdivisions. See also “OETC Members.”  **Manufacturer**. A company that, as one of its primary business functions, designs, assembles owns the trademark/patent and markets branded computer equipment.  **Master Price Agreement(s).** A price list from which members can purchase products or services off of.  **MSRP**. Manufacturer Suggested Retail Price. If Manufacturer has a MSRP for Education that is lower than standard MSRP, then OETC presumes all references to MSRP refers to Education MSRP.  **OETC Contract Administrator**. The point of contact at OETC for all questions and changes related to the terms and conditions of this Agreement, including cancellation and extensions. Unless otherwise specified, OETC’s Contracts Manager is the Contract Administrator.  **OETC Member**. A public K12 District, college, university or state department in good standing with the Organization for Educational Technology and Curriculum.  **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 the Contractor that issues an order against the Contract and becomes financially committed to the purchase.  **Question Form.** Exhibit 3. The form by which Respondents may submit questions |

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# Section VII: Proposal Signature Page

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

## Company Information

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

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

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| Signature of Authorized Representative |  | Printed Name of Representative |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title of Representative |  | Date Signed |

## Legal Address

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| City |  | State ZIP |
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# 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. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   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;
   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
   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: \_\_\_\_\_\_\_\_\_\_\_

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| By: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Name and Title of Authorized Representative |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Signature of Authorized Representative |

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## 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).

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| **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. |
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| **Operations** |
| 1. What was your company’s revenue for the most recent fiscal year? |
|  |
| 1. What is your company’s D-U-N-S number? |
|  |
| 1. How did you hear about this solicitation? |
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| 1. How many United States-based sales professionals are currently employed by your company?    1. How many of your company’s sales professionals are dedicated to covering Oregon, Washington, and Idaho? |
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| 1. How many United States-based marketing professionals are currently employed by your company?    1. How many of these marketing professionals are dedicated to serving Oregon, Washington, and Idaho? |
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| 1. Will your firm provide a dedicated representative to serve OETC and its membership? |
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| **Customer Service** |
| 1. Please describe your support/customer service offerings.    1. How many people are in your customer service department?    2. Is support available 24/7?    3. 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. |
|  |