

OETC-16R-Computers

Request for proposals to provide volume price agreement and fulfillment of: Computers, Storage, Networking and Accessories

A Joint Cooperative Procurement by the public K-12 and Higher Education members of the Organization for Educational Technology and Curriculum.

Proposal Submission Deadline:

May 10, 2016
2:00 PM Pacific Time

Deliver Sealed Proposals to:

Organization for Educational Technology & Curriculum
Attn: Kim Buchanan / OETC-16R-Computers
471 High Street SE
Salem, Oregon 97301

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 Computer, Storage, and Accessories providers in education (“Proposer”) for a price agreement and fulfillment services.

RFP Number	OETC-16R-Computers
RFP Products	Computers, Storage and Accessories
OETC Contract Administrator	Thomas Richards thomas@oetc.org
Announcement URL	http://oetc.org/2016/03/16r-computers-rfp/
Admin Fee	One percent (1%)
Contract Term	Three (3) years
Renewal Term	Up to three (3) additional years
Shipping Charges	Freight on Board Destination (FOB)
Estimated Fulfillment Volume	\$50,000,000 annually across OETC membership

B. RFP Schedule

March 31, 2016	Request for Proposal is released
April 21, 2016	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.
April 27, 2016	Posted Answers All questions and official responses will be posted on OETC's website at the RFP Announcement URL.
May 10, 2016	Closing All sealed bids are due to OETC by 4:00 p.m. on this date to qualify for evaluation.
May 11, 2016	Bid Opening Received proposals are opened, recorded, and published at the RFP Announcement URL.
May 11-May 18	Bid Evaluation Period
May 19, 2016	Intent to Award OETC will post its intent to award at the Announcement URL.
May 20-May 27, 2016	Protest Period
May 28, 2016	Notification of Award All Proposers will be notified of the status of their bid.

B. Objective

The objective of this RFP is to establish volume Master Price Agreement(s) with Contractors who are able to provide specific Computers, Storage, Networking and Accessories 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 Contract. This procurement may result in multiple award(s).

C. 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.

D. 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 <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.
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 / OETC-16R-Computers
471 High Street SE
Suite 10 / Creekside
Salem, Oregon 97301

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

4. **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 for ease of scoring.
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 Announcement URL.

6. Complete All Attachments.

- a. **Attachment A – Pricing Schedule.** The pricing proposal must be submitted in a native XLS format for ease of scoring.

- i. **Category Percent off of MSRP (required).** Tab - % off of MSRP: This is the percent off of MSRP an OETC member can receive on a single or multi unit order.

Enter a manufacturer name in column A. Select the appropriate category from the dropdown. Enter a % off of EDU MSRP in column C.

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

- ii. **Large Order Discounts (not required).** Tab - % off of MSRP: If a OETC member purchases a threshold amount of product per category on a single transaction, the respondent can offer additional percent of off MSRP. These additional discounts are entered in columns D, E & F.

- b. **Individual SKU Pricing (required).** Tabs - Various categories:. Respondents provide specific pricing on the most important items for a given category.

If available, specific items are listed as a guide to what the consortium wants. These pre-filled items may be deleted or used a template. Additional items are expected. These are the items that will populate store.oetc.org. Pricing can be public or private to OETC's membership.

- i. **Desktops.** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band
- ii. **Laptops.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, and chromebooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band
- iii. **Tablets.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

- iv. **Servers.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
- v. **Storage.** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
- vi. **Software.** Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits. Software is an option which must be related to the procurement of equipment. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
- vii. **Accessories.** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.
- viii. **Services.** Services must be related to the procurement of equipment. Service limits will be addressed by each State. Cloud Services including acquisitions structured as managed on-site services are allowed.
- ix. **White Glove.** Computer OS configuration. Enroll in domain and/or MDM solution.
- x. **Asset Tagging.** Mylar or custom provided tags applied to computer
- xi. **Green Bulk Ship.** Repack computers into larger boxes, providing less waste.
- xii. **Used Device Buy-Back.** Quote options
- xiii. **ADP Warranties.** Accidental damage warranties for computers, laptops and tablets
- xiv. **Filtering.** Software that grants access to a white listed websites, blocks blacklisted websites and provides fine-grained controls.
- xv. **Management.** Software that enables policy preferences across entire groups of devices. For example blocking websites or pushing out apps and extensions. Teachers can use management to only allow access to certain apps at certain times, pre-load instructional materials, or even blank out all screens to finally get students' eyes up-front.

- xvi. **Monitoring.** Software that gives teachers real-time visibility into what students are looking at.
- xvii. **Analytics.** Software to evaluate the effectiveness of your software and classroom instruction investments with analytics features that track usage of apps and websites.
- xviii. **Cases and Accessories.** Protective covering for laptops and tablets.
- xix. **Carts.** Furniture to enable the
- xx. **Keyboards & Mice.**
- xxi. **Headphones & Headsets.**
- c. **Attachment B – Contract Coordinator.** This should contain the proposer’s main contact for all contract and RFP related questions and notifications.
- d. **Attachment C – Fulfillment Agent.** Respondent must identify to whom OETC orders shall 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 this 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 Vendor or Reseller.** Respondent shall fill out Attachment B with its own information.
- e. **Attachment D: Suspension and Debarment Certification.** Required for our membership to utilize Federal funds for purchases.
- 7. **Complete Section III.** Supply a narrative addressing all points contained in Section III: RFP Scope and Specifications. Any additional requirements for this RFP will be outlined in Section III.

Section III: RFP Scope and 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, 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 (if necessary) and the manufacturer to each product line you are bidding. The letter must specify the territory respondent 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 member 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.
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.** All Desktops, Laptops, Servers, Tablets, Servers, Storage, Networking, Software, Accessories and Services (hereinafter “categories”) shall be from the manufacturer’s current line of products. Proposers shall only submit a percent (%) off of MSRP for each product line.
2. **Manufacturer Verification.** The manufacturer’s name shall appear on the computer equipment. The name Resellers shall provide the warranty service and maintenance for equipment.
3. **Adding Categories.** Respondents should create more specific categories by adding rows to Exhibit A if needed to provide better discounts. For example if Respondent can bid Accessories at 10% off MSRP, but could bid 25% off of MSRP for Displays, respondent should add a separate categories for Displays to separate it from Accessories.
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.

D. Specific Product Requirements.

1. **Desktops, Laptops and Servers.** All proposed products must be compatible with Windows OS, and capable of running Windows 10, or Windows Server 2012 R2.
2. **Tablets.** Tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablets must run Windows 10 or the latest version of Android OS.
3. **Chromebooks.** All proposed products must be compatible with latest version of Chrome OS. Chromebooks must have an Atom or Intel processor.
4. **Accessories.** Accessories category shall include: Printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.
3. **Software.** Proposals may include all software offered by Manufacturer or by third parties through Manufacturer. Software is an option which must be related to the purchase of equipment and subject to configuration limits. Software Discounts shall apply to both initial licensing and maintenance. If discount levels differ, Respondent should add additional categories as explained above.
4. **Storage.** Storage is hardware with the ability to store large amounts of data. This category includes SAN switching necessary for the proper function of the storage environment.
5. **Services.** Services must be related to the installation, support or maintenance of products offered in the Proposal.

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 complete, responsive and pass all evaluative criteria in Phase 1 will be evaluated in Phase 2.

2. **A Responsive Proposal:** Responsive proposal will have correctly followed all instructions in §II.
3. **Business Overview.** The Pass/Fail category will evaluate whether the Respondent 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 Respondent 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. Of 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 III.
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 Paragraph 3. 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 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 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. **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 Addenda.** OETC may change this RFP by Written Addenda.

OETC shall issue all Addenda and Changes at the 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.
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 ninety (90) 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 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):
 - c. All higher scoring Proposals are not 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.

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 with options to renew for up to three (3) additional years.
3. **Administrative Fee.** The OETC Administrative Fee is set in Section 1B.

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.

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 includes OETC's administrative fee. The Administrative Fee must be included in all pricing 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 Consortium 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 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.** Respondent or its Fulfillment Agent may not submit an invoice for payment until the order is fulfilled either electronically or F.O.B Destination.
3. **Leasing.** Individual OETC Members may enter into 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.

E. Delivery and Returns

1. **Freight on Board.** All deliveries shall be F.O.B. 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 Freight On Board Destination (hereinafter 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 Vendors with awarded contracts to OETC to fund the total cost of the OETC consortium.

The Administrative Fee must be included in all pricing.

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.

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

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.

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 (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 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.

Reseller. A designated Fulfillment Agent by a Contract Awardee.

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 / Respondent. 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 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