

Organization for Educational Technology and Curriculum

Requests for Proposals (RFP)

for selection of reseller for volume price agreement and fulfillment of Desktop Computers, Servers and Laptops

The Organization for Educational Technology and Curriculum (hereafter referred to as OETC) is seeking proposals from authorized resellers in education to provide a volume price agreement and product fulfillment services of Desktop Computers, Servers and Laptops.

Sealed proposals will be received by OETC for these services described in this Request for Proposals (RFP) until:

12 p.m., Pacific Standard Time
Thursday, December 20, 2007

at the offices of the OETC, 8995 SW Miley Road, Suite 101, Wilsonville, Oregon 97070 at which time, address and the names of the vendors submitting proposals will be read publicly.

Background

Educational institutions throughout the western United States rely on the 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 over eight hundred (800) school district, private school, collegiate, and university members, the OETC represents nearly four million (4,000,000) students and tens of thousands of staff.

OETC has consistently received inquiries from members about familiarly-branded and so-called “white box” computer hardware. We are seeking proposals from manufacturers and/or authorized resellers for the privilege of serving the consortium with competitive pricing and quality service.

Instruction to bidders

Proposals, to receive consideration, must be made in accordance with the following specifications, general terms and conditions, and any contract resulting from a selection, shall be subject to all the specifications, terms and conditions contained within this RFP.

RFP SPECIFICATIONS

I. SCOPE OF REQUEST FOR PROPOSALS

The Organization for Educational Technology and Curriculum (“OETC”), with its principal place of business at 8995 SW Miley Road, Suite 101, Wilsonville, OR 97070, is seeking proposals from **Desktop Computer, Server and Laptop** Resellers (“Qualified Bidder”) for a price agreement and fulfillment services of these product lines.

The OETC, as agent, offers this request for proposal on behalf of the educational institutions holding current and valid membership in the consortium (“Consortium Members”). The OETC agrees and represents that it has the agreement of all Consortium Members to enter into this request for proposal, and each Consortium Member accepts and agrees to the terms and conditions of this request for proposal, as if it has itself executed the same. Any resulting agreement from this procurement shall be available to other public entities across the OETC membership through execution of the OETC membership agreement and, if needed, an interlocal agreement.

II. ITEMS AND PRICING

The purpose of this RFP is for designation as reseller for fulfillment of desktop, server, and laptop computing hardware products. All such items available from the proposing manufacturer/reseller are included in this RFP. Future volume-licensing programs developed and entered into by the OETC will be encapsulated into any contract awarded via this RFP.

For consideration, Qualified Bidders shall provide in their responses to this RFP, pricing for each available item (component and/or package) in the desktop, server, and laptop product lines. For each item, Qualified Bidders shall provide the cost to OETC. Note that for Qualified Bidders who are OEMs, third-party products are not included in this RFP.

If not a manufacturer, Qualified Bidders shall also provide reseller margin expressed as a percentage. The reseller margin shall be consistent across all items for the term of any awarded contract. The resulting price of the items after the reseller margin is applied is the price paid by the OETC.

This request for proposal contains items for which a quote is required for each and every item in order to be considered. Quotes on a subset of items or failure to provide all requested information would be considered incomplete and discarded. Qualified Bidders may mark appropriate items as discontinued or replaced or include quotes on additional items separate from the requested items. Failure of a Qualified Bidder to provide complete pricing and margin data may be considered non-responsive and may be disqualified from further consideration. Reseller margins are considered confidential and proprietary information and shall not be made available for review by anyone but those evaluating this RFP.

Upon award of any contract, OETC will add up to three percent (3%) to the price paid by the OETC to cover the administrative expenses of this agreement, the result of which shall be the price paid by the Consortium Member.

Qualified Bidders shall provide in their responses to this RFP a statement certifying that the price paid by the Consortium Member, after the addition of the OETC administrative charge identified above, is the lowest possible price available to Consortium Members from the Qualified Bidder.

Qualified Bidders shall provide the items specified at or below the quoted margin for the term of any awarded contracts under the agreement. Price increases greater than two percent (2%) require notice of thirty (30) days before taking effect. Pricing for new products may be added at any time to any contract awarded through this RFP process.

If through random price quotes provided by Consortium Members and or authorized resellers, pricing is found to be no longer 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.

III. ADDITIONAL EVALUATION CRITERIA

Qualified Bidders shall provide in their responses to this RFP background information about their operations, including but not limited to such information as: vision or mission statement, length of time in the education market, brief description of the company, size and organization, and brief descriptions of key education accounts.

Qualified Bidders shall provide at a minimum three (3) OETC member customer references within Oregon, Idaho, Washington, Montana, or Alaska, with at least one (1) in Oregon. These references should also include a brief description of the customer relationship and its scope.

Qualified Bidders shall provide detailed information describing how human and other resources will be dedicated to support the fulfillment of any contract awarded in this RFP process. This could include, but is not limited to, an outline of a marketing promotion plan, sales support resources, and staffing. Please be specific.

IV. SUPPLEMENTAL EVALUATION FACTORS

Qualified Bidders shall provide in their responses the environmentally-friendly programs and services available, which could (but need not) include such offerings as free or inexpensive recycling of previous equipment and low-power power supplies. Any related fees shall also be detailed.

Qualified Bidders shall provide information about how repair and maintenance is handled, including availability of replacement parts, depot options (if applicable), warranty detail, and other relevant characteristics. Any related fees shall also be detailed.

Qualified Bidders shall detail any supplementary services available and related fees, if any. These services could (but need not) include such offerings as imaging with customer images and asset tagging prior to shipment.

V. ESTIMATED FULFILLMENT VOLUME

The volume forecasted for the term of any agreement awarded through this RFP process is provided as a courtesy to Qualified Bidders to corroborate proposed pricing. THIS IS NOT A GUARANTEE OF SALES. It is estimated that any agreement awarded through this RFP process will gross in excess of \$1,000,000 in dollar volume sales in the first year of a two year agreement.

V. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to any contract awarded through this RFP process and will be incorporated by reference.

Fulfillment of the products shall be FOB Destination.

The Qualified Bidder hereby acknowledges and agrees that these specifications and this RFP process control any contract awarded by this process unless the Qualified Bidder expressly states on the Proposal Signature Page alternative terms or conditions the Qualified Bidder wishes the OETC to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the proposal to rejection.

The Selected Reseller will be required to supply OETC with a set of up to eight demonstration units, preferably laptops, for conference, training, and marketing purposes. These demonstration units may be supplied on an as-needed basis (e.g., in a “lending pool”) and not supplied to OETC on a long-term basis.

All variances from the specifications shall be clearly noted on the proposal to allow for the evaluation of that variance. The lack of notation of a variance may constitute rejection of the proposal.

The OETC reserves the right to determine if any item, article or material complies substantially in quality and performance with the specifications is acceptable to the OETC, and if any variance listed in the proposal is material or immaterial.

Oral instructions or information concerning this or any OETC request for proposal process given out by directors, officers, employees or agents of the OETC to prospective Qualified Bidders shall not bind the OETC and shall not be relied upon.

The OETC reserves the right to reject any or all proposals, return unopened any proposal received after the specified closing time, or require a Qualified Bidder to furnish additional material which provides evidence that the items quoted meet all of the specifications published in this document.

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

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.

Proposals submitted by Qualified Bidders shall be irrevocable for at least thirty (30) calendar days after the proposal opening date and time.

The contents of Qualified Bidder's proposals shall be considered confidential and will not be made public record, except in instances where Consortium Members require verification of the competitive bid process in compliance with state law.

If a Qualified Bidder is awarded a contract through this RFP process ("Selected Reseller"), the OETC will commence aggregated purchase orders to the Selected Reseller.

The Selected Reseller must replace shipped items damaged or lost en route within thirty (30) days after notification by OETC of such damage or loss. The Selected Reseller is responsible for prosecuting all damage claims with the freight companies. Payment will be withheld until damaged goods are replaced. Unless otherwise informed, the OETC will expect all deliveries to be completed as requested.

Failure to meet the delivery schedule may result in the cancellation of an order except in the event where labor strikes, natural disaster, or other circumstances beyond the control of the Selected Reseller directly affect the delivery schedule. The Selected Reseller must notify and provide evidence to the OETC via mail or fax within twenty (20) business days from the date the OETC places an order to claim an exception from the specified delivery schedule. Delays in the delivery schedule not excepted that cause additional shipping expenses, up to and including air freight shipments, to insure timely delivery of product as requested by the OETC, will be the sole responsibility of the Selected Reseller.

Product without defect 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. No restocking fees are permitted on any returns, defective or otherwise.

Selected Reseller shall: (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

Selected Reseller shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all monies and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

All subject employers working under any awarded contract shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Selected Reseller shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. §§201 et seq.).

The OETC reserves the right to terminate any agreement with a Selected Reseller if the Selected Reseller fails to comply with the terms and conditions of these bid specifications and RFP document or agreement for fulfillment services, or if the quality and/or timeliness of services provided does not meet the quality standards of the consortium.

The Selected Reseller may not represent or take orders directly from Consortium Members on behalf of the OETC. The OETC and the Selected Reseller prior to distribution must mutually agree to any and all marketing materials involving this agreement.

VI. PROPOSAL LOGISTICS

To facilitate analysis of proposals, Qualified Bidders shall prepare proposals in accordance with these instructions. Failure to comply may be considered non-responsive and may result in disqualification from further consideration.

Each proposal shall consist of:

- Company background information
- Summary of education market and volume licensing experience
- Description of support resources
- Education client references
- Support and warranty provided
- Proposed pricing
- Proposal signature page

Proposals shall be evaluated on the pricing provided in Section II (40% weight), the supplemental factors provided in Section IV (20% weight), and the quality of response provided by Qualified Bidders in Section III (40% weight).

All proposals are to be sent to the OETC (address specified in Section I) clearly marked **Desktop, Server and Laptop RFP** and are due no later than the closing date of **Thursday, December 20, 2007** at 12:00 p.m., PST. Fax or email bids will not be accepted. Proposals may be received by Deborah Morris-White or Kim Buchanan. At that time proposals will be opened and recorded as received. All bids at this time will be firm offers and binding on the Qualified Bidder as an acceptance of the terms and conditions of these bid specifications and RFP. The solicitation document may be viewed during regular business hours at the OETC offices at 8995 SW Miley Road, Suite 101, Wilsonville, OR, 97070. Any addenda or clarifications to this RFP document shall be posted on the OETC website at www.oetc.org, in the RFP section under Vendors.

Clarifications of this RFP can be directed in writing to OETC Executive Director Aaron Munter any time prior to 4:00 p.m. PST on **Monday, December 17, 2007**. Thereafter, the OETC does not guarantee a response before the closing date and time of the bid. Any response to questions or clarifications pertaining to these bid specifications and RFP will be made to all Qualified Bidders preparing proposals to the knowledge of the OETC. In the event of any

doubt or difference in opinion as the true intent of these bid specifications or RFP document and in the event of any dispute between the OETC and the Qualified Bidder, the decision of the OETC shall be final and binding.

Modifications to Qualified Bidder's proposals must be received before the closing date in a complete whole form for the purpose of substituting any previous proposals in their entirety. Modifications by fax or email, or partial addendum or sections to be inserted, will not be accepted.

Withdrawals of proposals are accepted when a Qualified Bidder submits written notification of their intent to withdrawal prior to the closing date of this RFP process.

A selection will be announced by **Thursday, January 3, 2008**. All Qualified Bidders will be notified in writing of the award, if any is made.

BID PROPOSAL SIGNATURE PAGE

The undersigned hereby agrees to the specifications, terms and conditions of this request for proposals from Qualified Bidders to provide fulfillment services of Desktop Computers, Servers and Laptops.

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 Acts, Executive Orders, Oregon Revised Statutes, Oregon Administrative Rules, and Oregon Regulations 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.

Legal name of firm or corporation

Signature of authorized vendor representative

Printed name of representative

Title of vendor representative

Date signed

Legal address of vendor

Phone

Fax

Federal Tax Identifier of Vendor: _____