

Organization for Educational Technology and Curriculum

Request for Proposals (RFP)

For Volume Price Agreement and Fulfillment of FileMaker Products

The Organization for Educational Technology and Curriculum (hereafter referred to as OETC) is seeking proposals from FileMaker providers in education to provide a volume price agreement and fulfillment services.

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

**2 p.m., Pacific Daylight Time
March 19, 2009**

at the offices of OETC, 14145 SW Galbreath Drive, Sherwood, Oregon 97140 at which time, the addresses and names of the vendors submitting proposals will be read publicly.

Background

Educational institutions throughout the Pacific Northwest, in Oregon, Alaska, Idaho, Washington, Montana and Wyoming, 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. For a list of our current members visit <http://www.oetc.org/memlist.html>.

We are seeking proposals from authorized FileMaker providers for the privilege of serving the consortium members with competitive pricing and quality service.

Instruction to bidders

Proposals must be made in accordance with the following specifications, general terms and conditions. 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 14145 SW Galbreath Drive, Sherwood, Oregon 97140, is seeking proposals from FileMaker providers (“Qualified Bidder”) for a price agreement and fulfillment services.

OETC, as agent, offers this request for proposal on behalf of the educational institutions holding current and valid membership in the consortium (“Consortium Members”). 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 provider of FileMaker products and/or services. For consideration, Qualified Bidders shall provide in their responses to this RFP, pricing for each component listed in Exhibit A to this document. For each item, Qualified Bidders shall provide the product description, SKU, and cost plus margin on the Exhibit A Excel spreadsheet. Exhibit A must be submitted in both hard copy and on disc or zip drive labeled with Bidder’s name and FileMaker RFP. All FileMaker products may not be listed on Exhibit A, however all FileMaker products are covered by this RFP.

This request for proposal contains items for which a quote is required for each and every item listed 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, unavailable, or replaced or include quotes on additional services separate from the requested items (e.g., installation, systems integration). Failure of a Qualified Bidder to provide complete pricing 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.

Qualified Bidders are required to state if there are any minimum purchase requirements for any products covered by this RFP. Additionally, Qualified Bidders are required to state if there are states in which products covered by this RFP may not be re-sold.

Upon award of any contract, OETC will add up to three percent (3%) to the price paid by OETC to cover the administrative expenses of this agreement, the result of which shall be the price paid by the Consortium Member. This calculation is made in the far right column of Exhibit A.

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 OETC's administrative charge identified above, is the lowest possible price available to Consortium Members from the Qualified Bidder.

Upon award of any contract, the successful bidder(s) shall complete the Price List Template, Exhibit B, listing all available products that this RFP covers. This Excel spreadsheet shall be emailed to OETC no later than ten (10) business days after the date of the award.

Qualified Bidders shall provide the items and services specified at or below the quoted level for the term of any awarded contracts under the agreement. During this period, prices may not change more than once per calendar quarter. Price increases greater than three percent (3%) require written notice of thirty (30) days before taking effect. Written notice shall be submitted via email on the Excel Pricing List Template, Exhibit B. Pricing for new products and services may be added at any time to any contract awarded through this RFP process. All additions, discontinues, and changes must be submitted on Exhibit B via email.

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, with at least one (1) in Oregon. 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, staffing, certified trainers and professional development offered. Please be specific. The day-to-day purchasing contact information must be stated.

IV. ESTIMATED FULFILLMENT VOLUME

The volume estimated, for the term of any agreement awarded through this RFP process, is provided as a courtesy to Qualified Bidders to corroborate proposed pricing. Based on purchasing history the estimated volume is \$60,000.00. THIS IS NOT A GUARANTEE OF SALES

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 any products shall be FOB Destination. Travel costs, if applicable, for any on-site services within the metropolitan areas of the continental U.S. members (e.g., Portland,

Seattle, Boise, Spokane, Eugene) will be included in stated pricing. Travel costs, if applicable, for on-site services outside these areas may be billed at fixed or actual rate; in either case, specific amounts and/or metrics for establishment of amounts must be included in the proposal.

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 OETC to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the proposal to rejection.

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.

OETC reserves the right to determine if any item, article or material complies substantially in quality and performance with the specifications, 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 OETC to prospective Qualified Bidders shall not bind OETC and shall not be relied upon.

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. OETC reserves the right to cancel the procurement, in accordance with ORS 279B.100.

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.

The Selected Reseller must replace any 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, OETC will expect all deliveries to be completed as requested.

If a Qualified Bidder is awarded a contract through this RFP process (“Selected Reseller”), OETC will commence purchase orders to the Selected Reseller. The Selected Reseller must notify OETC of any purchasing staff changes.

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 OETC via mail or fax within twenty (20) business days from the date OETC places an order to claim an exception from the specified delivery schedule. Delays in the delivery schedule not expected that cause additional shipping expenses, up to and including airfreight shipments, to insure timely delivery of product as requested by 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, co-partnership, 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 moneys 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 Selected Reseller may not represent or take orders directly from Consortium Members on behalf of OETC. The OETC and the Selected Reseller prior to distribution must mutually agree to any and all marketing materials involving this agreement.

VI. RENEWAL, EVALUATION AND MODIFICATION

The OETC reserves the right to review at any time the pricing of this agreement. The agreement is binding for two (2) years and renewable for a third year at the option of OETC. The agreement shall be re-procured after either two or three years.

If pricing is found to not be the lowest possible price for Consortium Members, any agreement from this RFP process may be immediately suspended, re-bid, or pricing immediately adjusted to affirm this requirement.

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.

VII. 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, including local presence in OETC member region
- Summary of education market and volume licensing experience
- Description of support resources
- Education client references
- Proposed pricing, including required minimum purchases and any state exclusions
- Exhibit A in Excel, in both hard copy, and disc or zip drive.
- Proposal signature page and contact information

Proposals shall be evaluated on the pricing provided in Section II (60% weight) and the quality of response provided by Qualified Bidders in Section III (40% weight).

All proposals are to be sent to OETC (address specified in Section I) clearly marked FileMaker RFP and are due no later than the closing date of March 19, 2009 at 2:00 p.m., PDT. Fax or email bids will not be accepted. Proposals may be received by Deborah Morris-White, Customer Service Representative, or Kim Buchanan, Administrative Specialist. 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 documentation may be viewed during regular business hours at the OETC offices at 14145 SW Galbreath Drive, Sherwood, Oregon 97140. 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 and questions should be directed to Jennifer Arns, OETC Interim Executive Director. Clarifications of this RFP can be directed in writing to OETC any time prior to 4:00 p.m. PDT on March 12, 2009. Thereafter, 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 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 OETC and the Qualified Bidder, the decision of 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 April 2, 2009. All Qualified Bidders will be notified in writing of any awards 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 FileMaker products and related services.

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.

Federal Tax Identifier of Vendor: _____

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

Account representative assigned to OETC

Email

Address of account representative assigned to OETC

Phone of account representative assigned to OETC