

# **RFP Number: OETC-MICROSOFT-2011**

## **REQUEST FOR PROPOSAL TO PROVIDE VOLUME PRICE AGREEMENT AND FULFILLMENT OF: Microsoft licenses, media and related services**

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

**Proposal Submission  
Deadline:** November 16, 2011

**Deliver Sealed Proposals  
to:** Organization for Educational Technology & Curriculum  
Attn: Kim Buchanan / OETC-MICROSOFT-2011  
14145 SW Galbreath Drive  
Sherwood, Oregon 97140

# Table of Contents

- RFP Schedule and Information..... 3
- OETC Background ..... 4
- Instructions To Proposers ..... 5
- RFP Specification ..... 8
- RFP Evaluation..... 10
  - Quality of Response – 40 points ..... 10
  - Pricing – 60 points ..... 10
- Post Award Instructions..... 11
- Terms & Conditions..... 12
- Bid Proposal Signature Page..... 15

## RFP Schedule and Information

<b>Announcement URL</b>	<a href="http://www.oetc.org/2011/10/microsoft-rfp">http://www.oetc.org/2011/10/microsoft-rfp</a>
<b>October 10, 2011</b>	Request for Proposal is released
<b>October 10 - 31, 2011</b>	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
<b>November 7, 2011</b>	Posted Answers  All questions and official responses will be posted on OETC's website at the RFP Announcement URL
<b>November 16, 2011</b>	Bid Submission  All sealed bids are due to OETC by this date and time to qualify for evaluation. There are no exceptions.
<b>November 17, 2011</b>	Public Bid Opening  The OETC membership and Proposers may attend the sealed bid opening, in which the names of the Proposers are read aloud and recorded. The bid opening will be conducted at:  14145 SW Galbreath Dr. Sherwood, Oregon 97140-9170
<b>November 21 – 30, 2011</b>	Bid Evaluation Period
<b>December 1, 2011</b>	Intent to Award  OETC will post its intent to award at the Announcement URL.
<b>December 8, 2011</b>	Notification of award  All Proposers will be notified of the status of their bid.
<b>TBD</b>	Post-Award Conference  OETC and contract awardee will meet to finalize logistics.

## **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.

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: [www.oetc.org/about/members/](http://www.oetc.org/about/members/)

We are seeking proposals from authorized Microsoft licenses, media and related services providers for the privilege of serving the public consortium members with competitive pricing and quality service

# Instructions To Proposers

**Proposal Preparation.** Failure to submit proposals in accordance with the provisions of this Solicitation shall be grounds to declare the proposal as non-responsive. Proposers must:

1. Submit a completed proposal
2. Provide OETC with all required or request documents and literature
3. Initial any corrections or erasures to their proposal that deviate from the terms and conditions

**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-MICROSOFT-2011  
14145 SW Galbreath Dr  
Sherwood, Oregon 97140-9170

Proposers must submit one three-ringed binder or comb bound document organized in the following way:

1. Tab One – Company Information
2. Tab Two – Fulfillment & Sales Support
3. Tab Three – Education References
4. Tab Four – Exhibits A (Proposer Information), B (Pricing) and C (Additional Resellers, if necessary)
5. Tab Five – Bid Signature Page

CD or USB Flash Drive Submission. Proposers must affix to their proposal a CD or USB Flash Drive *containing all documents submitted in the proposal*. This includes the full response and not just the exhibits. The documents contained on the CD or USB flash drive must be in PDF, DOC, or XLS format.

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

Exhibit Instructions. Proposers must fully complete and submit all attached Exhibits.

The Cost column in Exhibit A refers to the price paid by the OETC. OETC will add an administrative fee (typically between 3% and 6%) to the cost and that will be the price paid by Consortium members.

**Addenda.** OETC may change this RFP by Written Addenda

1. Proposers must provide Written acknowledgement of receipt of any Addenda on the Bid Signature Page
2. OETC shall issue all Addenda on the company website ([www.oetc.org](http://www.oetc.org))
3. At its discretion, OETC may extend the Closing to allow Proposers time to analyze and adjust to changes.

**Modification or Withdrawal.** A Proposer may modify or withdraw its Proposal in writing only prior to Closing. Modification or withdrawal must be marked and delivered as described in PROPOSAL SUBMISSION above. A Proposer may also deliver its modification or withdrawal in person or by Fax at 503-625-0504. Proposers are responsible for ensuring that OETC receives its modification or withdrawal. Modification or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

The Proposer hereby acknowledges and agrees that these specifications and this RFP process 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.

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.

**Modifications.** Modifications must state that the modification amends and supersedes the prior Proposal.

**Withdrawals.** When in person the Proposer must present appropriate identification and evidence of authority satisfactory to OETC.

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

**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, withdrawals or modifications. OETC reserves the right to consider Proposals that have been delayed or mishandled by OETC.

**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.

**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.

**Bid Protest, Change and/or Clarification.** All questions regarding this RFP must be submitted in writing using the comment form found at the Announcement URL. No oral questions will be accepted. All questions received prior to the 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:

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:

1. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
2. A description of the resulting prejudice to the Proposer; and
3. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

Written questions, changes, clarification, or protest must be faxed to (503) 625-0504 or hand delivered to the attention of OETC's "Administrative Specialist" at OETC's office.

Questions, changes, clarifications, or protests must be received by OETC by noon on the SEVENTH (7) calendar day prior to the Closing.

All Proposers can access OETC's determination (i.e. entirely rejects or agrees with) to any questions, changes, clarification or protest on OETC's website.

Protesters must exhaust all administrative remedies before seeking judicial review.

**Aggrieved Proposer.** Protests must be made in writing and shall specify the grounds for the Protest as outlined below. Protests may be faxed to 503-625-0504. Aggrieved Proposer is responsible to ensure receipt of the protest.

A Proposer may protest the Award of a Contract, or the Intent to Award a Contract if:

1. The Proposer is adversely affected because the Proposer 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 Proposer must provide details):
3. All higher scoring Proposals are none responsive;
4. OETC has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in ITB; and
5. OETC's evaluation of Proposals or OETC's subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.

OETC will not consider a Protest submitted after 12:00 Noon on the SEVENTH (7) calendar day after the date of the Notice of Intent to Award.

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 protestor or cancel the RFP.

Proposers must exhaust all administrative remedies before seeking judicial review.

## RFP Specification

**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 Vendor providers (“Proposer”) for a price agreement and fulfillment services.

OETC, as agent, conducts 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.

**Contract Period.** The term for the contract awarded pursuant to this solicitation will be for a two (2) year period effective from the date of contract execution with options to renew for three (3) additional one (1) year terms.

**Items.** The purpose of this RFP is for designation as provider of Microsoft licenses, media and related services products and/or services for public consortium members of OETC.

For products listed in Exhibit A that are discontinued or no longer available, please list “DNQ” in the Unit Price Column, and add another row to Exhibit A and add any product that replaces the discontinued product.

Proposers may add additional products to Exhibit A. Adding additional products allows Proposers to provide special pricing on individual items.

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. Proposers 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 Proposer to provide complete pricing data may be considered non-responsive and may be disqualified from further consideration.

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

**Administrative Fee.** Upon award of any contract, OETC will add at least a **3.5%** 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.

**Pricing.** Proposers shall provide in their responses to this Invitation to Bid 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 Proposer.

For all products not specifically identified in Exhibit A, Proposers shall select a pricing method of "Cost Plus" or "Percent Below MSRP" and provide a percentage for all additional products.

All products shall be priced FOB destination

**Estimated Fulfillment Volume.** The volume estimated, for the term of any agreement awarded through this RFP process, is provided as a courtesy to Proposers to corroborate proposed pricing. Based on purchasing history the estimated volume is 8,000,000. THIS IS NOT A GUARANTEE OF SALES.

**Shipping.** 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.

**Solicitation Review.** This RFP and all associated documents may be reviewed at OETC's office located 14145 SW Galbreath Dr, Sherwood Oregon, 97140.

# RFP Evaluation

## Quality of Response – 40 points

**Level of Experience (10 points).** Describe how the qualification and experience of your firm best meet the requirements of this RFP. Proposals must include the following:

- How long the Firm has been in business.
- How much experience the firm has performing similar work.

**Fulfillment and Sales Support (13 points).** Describe the key personnel assigned to OETC's account and personnel assigned to provide sales and service support to OETC's members. Proposals must include the following:

- Name of dedicated account representative to handle OETC's product, pricing and pre-sales support questions.
- Names and locations of any pre-sales and support personnel in OETC member's states.
- Professional development the firm provides around requested products.

**References (10 points).** Provide at least 4 educational references. Additional information may include the following:

- References from OETC member institutions in Oregon.
- References from OETC member institutions in Washington.
- References that are a mix of large and small members (as measured by student enrollment).

**Membership Experience (5 points).** OETC will canvas its membership to ascertain any experience our members have had with the proposer. This will include but is not limited to the following questions:

- Have members lodged complaints regarding the Proposer's practices?
- Have OETC's and/or OETC's members' calls and questions been responded to quickly and accurately by the Proposer.
- If Proposer has prior experience with OETC, are product descriptions and pricing updated appropriately?

**Proposal (2 points).** Were all directions for this RFP followed? Is the proposal logical, reasonable and professional?

## Pricing – 60 points

OETC standardizes all the products for which OETC receives proposals for within a given RFP, and then adds up all of the pricing to determine the lowest net bid price. The Responsible Proposer with the lowest net pricing will receive the full 60 points.

The lowest responsive price proposal shall receive the full point value for this section; other proposals will receive points in inverse proportion to the lowest bid.

## Post Award Instructions

**Post-Award Conference.** Within sixty (60) days of award notification, principals on awarded contract shall meet in person or via phone with OETC personnel to review marketing efforts and bid administration.

**Post-Award Requirements.** Awarded Proposer will provide appropriate marketing assets (logo, company information, etc) to OETC.

Awarded Proposer shall construct a web page with the following:

- Link to OETC's web store and website
- Purchasing information
- Product information
- OETC contract number

Awarded Proposers 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 to OETC 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. The Awarded Proposer must provide on the first of each calendar quarter price updates, including discontinued items and any other changes or additions, submitted on the Excel Price List Template in order to ensure accurate OETC advertised prices.

**Purchasing Through the OETC Web Store.** OETC maintains a web store for all members to purchase through at <http://store.oetc.org>

During the post-award conference OETC and Awarded Proposers will decide which products are appropriate for OETC's web store.

Awarded Proposers must submit pricing updates for products displayed on the OETC web store on a regular basis in the proper format.

If an item is discontinued or requires a price increase, and the Awarded Proposer does not notify the OETC within 30 days, and a Member places an order for that item, the Awarded Proposer will need to honor the published pricing or provide a better item at the original price.

OETC will collect purchase orders from OETC members and then order the products covered under this RFP from the Awarded Proposer, minus the admin fee owed to OETC.

# Terms & Conditions

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

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

Awarded Proposers may not materially change or alter the terms, conditions, and prices from the Original Contract between the Provider and the consortium members.

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 Proposers 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 Proposer 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.

The contents of 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.

For physical items shipped the Awarded Proposer must replace any items damaged or lost en route within thirty (30) days after notification by OETC of such damage or loss. The Awarded Proposer 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.

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 Awarded Proposer directly affect the delivery schedule. The Awarded Proposer 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 Awarded Proposer.

Product without defect in original packaging may be returned with proper notification of Awarded Proposer 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.

Awarded Proposer 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

Awarded Proposer 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.

In determining the Awarded Proposer, OETC will apply the preference standards and criteria set forth in ORS 279A.120

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.

Awarded Proposer 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.).

OETC and the Awarded Proposer prior to distribution must mutually agree to any and all marketing materials involving this agreement.

**Lowest available pricing to consortium members.** Proposers 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, is the lowest possible price available to Consortium Members from the Proposer.

OETC reserves the right to review at any time the pricing of this agreement.

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

The OETC reserves the right to terminate any agreement with a Awarded Proposer if the Awarded Proposer 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.

**Administrative Fees.** For orders made by OETC members to OETC through the online store, the following terms and conditions apply:

- OETC will advertise the products at Member Price (cost plus Administrative fee) on the web store.
- OETC will purchase the products from Awarded Proposer at the bid Unit Price (in Exhibit A).

**Price and product updates.** Proposers 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 to OETC 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. The Awarded Proposer must provide on the first of each calendar quarter price updates, including discontinued items and any other changes or additions, submitted on the Excel Price List Template in order to ensure accurate OETC advertised prices.

**Recycled Materials.** OETC may give preference for Recycled Materials as set forth in ORS 279A.125. Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**Exhibits Incorporated.** This contract consists of those Terms and Conditions herein and the included Exhibits listed below in descending order of precedence. The Exhibits to this contract include the following documents:

- Exhibit A – Pricing
- Exhibit B – Proposer Information
- Exhibit C – Additional Resellers

**Joint Procurement.** This solicitation is a joint cooperative procurement. Volumes of agencies not apart of the OETC are not included in this RFP.

# Bid Proposal Signature Page

The undersigned hereby agrees to the specifications, terms and conditions of this request for proposals from Proposers to provide Microsoft licenses, media and related services products and related services.

The undersigned acknowledges his authority to submit this proposal on behalf of the Proposer 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.

**Legal Name of Proposer**

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**Federal Tax Identifier**

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**Authorized  
Representative**

*Printed Name*

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*Signature*

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

*Title*

---

**Date Signed**

---

**Legal Address**

*Street*

---

*City, State Zip*

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**Phone Number**

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