



Dedicated to the integration of technology in education

14145 SW Galbreath Drive | Sherwood, OR | 97140-9170

503.625.0501 | 800.650.8250 | Fax 503.625.0504

www.oetc.org

INVITATION TO BID

Contract Number: OETC-3Com-10

For Volume Price Agreement and Fulfillment of:

3Com Networking Products

Bidders must submit sealed bids and all bid requirements to Kim Buchanan at
14145 SW Galbreath Drive, Sherwood, Oregon 97140- 9170
by:

April 14, 2010
2 p.m., Pacific Daylight Time

At which time, the address and names of the vendors submitting proposals will be read publicly.

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I. Bid Schedule

N/A	Pre-bid Conference
3/08/2010	Invitation to Bid is released
3/29/2010	Questions Period All questions from Manufacturers or their Authorized Dealer(s) must be submitted to OETC either by letter or email (contracts@oetc.org)
3/31/2010	Posted Answers All questions and official responses will be posted on OETC's website at www.oetc.org/2010/03/3com/
4/11/2010	Bid Submission All sealed bids are due to OETC by this date and time to qualify for evaluation. There are no exceptions.
4/15/2010	Public Bid Opening The OETC membership and qualified bidders may attend the sealed bid opening, in which the names of the bidders are read aloud and recorded. The bid opening will be conducted at: 14145 SW Galbreath Dr. Sherwood, Oregon 97140-9170
4/15/2010 – 4/30/2010	Bid Evaluation Period
5/14/2010	Notification of award All qualified bidders will be notified of the status of their bid.
TBD	Post-Award Conference OETC and contract awardee will meet to finalize logistics.

II. OETC Background

Company 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/membership/

We are seeking bids from authorized 3Com providers for the privilege of serving the consortium members with competitive pricing and quality service.

III. Instructions To Bidders

A. Pre-Conference.

1. There will be no pre-conference for this RFP. Any statements made by OETC and its agents at the conference are not binding upon OETC or its members unless confirmed by written addendum, which would be posted on the OETC website.

B. Bid Preparation

1. Sealed Bids. Failure to submit Bids in accordance with the provisions of this Solicitation shall be grounds to declare the Bid as Un-Qualified. Bidders must:
 - a. Submit a completed Bid
 - b. Provide OETC with all required or requested documents and literature
 - c. Initial any corrections or erasures to their Bid

C. Bid Submission and Format

1. Bids must be received by the closing date and time, and be delivered in a sealed package to:
 - a. Organization for Educational Technology and Curriculum
Attn: Administrative Specialist / OETC-####-##
14145 SW Galbreath Dr
Sherwood, Oregon 97140-9170
2. Bidders must submit one three-ringed binder or comb bound document organized in the following way:
 - a. Tab One – Company Information
 - b. Tab Two – Fulfillment & Sales Support
 - c. Tab Three – Education References
 - d. Tab Four – Pricing and Exhibits
 - e. Tab Five – Bid Signature Page
3. CD or USB Flash Drive Submission
 - a. Bidders must affix to their Bid a CD or USB Flash Drive containing all documents submitted in the proposal.
 - b. The documents contained on the CD or USB flash drive must be in PDF, DOC, or XLS format.
4. OETC is not responsible for Bids submitted in any manner, format or to any delivery point other than as specified.

D. Pricing Instructions

1. Bidders shall complete the pricing requirements outlined in Exhibit A
2. For every product line identified in Exhibit A, Bidders shall bid a percent off of manufacturer's suggested education price.
3. For informational purposes, OETC has indicated the admin fee for each class of product to be bid.

E. Exhibit Instructions

1. Bidders must fully complete and submit all other Exhibits.

F. Addenda

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

G. Modification or Withdrawal.

1. A Proposer may modify or withdraw its Offer in Writing only prior to Closing. Modification or withdrawal must be marked and delivered as described in OFFER 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.
2. 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.
3. 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.
4. Modifications. Modifications must state that the modification amends and supersedes the prior Offer.
5. Withdrawals. When in person the Proposer must present appropriate identification and evidence of authority satisfactory to OETC.
6. Proposals submitted by Qualified Bidders shall be irrevocable for at least ninety (90) calendar days after the proposal opening date and time.

H. Late Offers.

1. Any Offer received after Closing is late. A Proposer's request for withdrawal or modification of an Offer received after Closing is late. OETC will not consider late Offers, withdrawals or modifications. OETC reserves the right to consider Offers that have been delayed or mishandled by OETC.

I. Receipt, Opening and Recording Offers.

1. Offers will be opened and recorded. The number of Offers received, the identity of Proposers will be disclosed to the public at the time of opening.
2. The content of offers will not be disclosed until all Offers have been evaluated, negotiations completed if required, and a Intent to Award has been published.

J. Multiple Awards.

1. 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.
2. This notice of multiple awards does not preclude OETC from awarding a single Contract.

K. Bid Protest, Change and/or Clarification

1. All questions regarding this RFP must be submitted in writing to the attention of OETC's Administrative Specialist, Kim Buchanan. No oral questions will be accepted. All questions received prior to the deadline will be answered by OETC and posted on OETC's website.
2. Bidders may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this RFP. A prospective Bidder may protest the Procurement Process or the RFP Document as set forth in ORS 279B.405(2). Bidder written comments shall include:
 - a. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - b. A description of the resulting prejudice to the Bidder; and
 - c. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.
3. 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.
4. Questions, changes, clarifications, or protests must be received by OETC by noon on the SEVENTH (7) calendar day prior to the Closing.
5. All Bidders can access OETC's determination (i.e. entirely rejects or agrees with) in a to any questions, changes, clarification or protest on OETC's website.
6. Protesters must exhaust all administrative remedies before seeking judicial review.

L. Aggrieved Bidder

1. A Bidder may protest the Award of a Contract, or the Intent to Award a Contract if:
 - a. The Bidder is adversely affected because the Bidder would be eligible for Award of the Contract in the event he Protest were successful; and
 - b. The reason for the Protest is that (the aggrieved Bidder must provide details):
 - c. All higher scoring Offers are none responsive;
 - d. OETC has failed to conduct the evaluation of Offers in accordance with the criteria or processes described in ITB; and
 - e. OETC's evaluation of Offers or OETC's subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.

2. Protests must be made in writing and shall specify the grounds for the Protest as outlined above. Protests may be faxed to 503-625-0504. Aggrieved Bidder is responsible to ensure receipt of the protest.
3. The aggrieved Bidder must serve all other Bidders by Fax with notice of its appeal to allow for rebuttal.
4. 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.
5. 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
6. Contract to the successful protestor or cancel the ITB.
7. Bidders must exhaust all administrative remedies before seeking judicial review.

IV. Bid Specification

A. Scope of Work

1. 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 (“Qualified Bidder”) for a price agreement and fulfillment services.
2. 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.

B. Contract Period

1. 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 three (3) additional one (1) year terms.

C. Items

1. The purpose of this Invitation to Bid is for designation as provider of 3Com networking equipment and related services. For consideration, Qualified Bidders shall provide in their responses to this Invitation to Bid, pricing for each component listed in Exhibit A to this document. Exhibit A must be submitted, along with the written proposal, in both hard and electronic copies with Bidder’s name. All 3Com products may not be listed on Exhibit A, however all 3Com products are covered by this Invitation to Bid.
2. To be considered, a quote is required for each and every item listed. 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.
3. Qualified Bidders are required to state if there are any minimum purchase requirements for any products covered by this Invitation to Bid. Additionally, Qualified Bidders are required to state if there are states in which products covered by this Invitation to Bid may not be re-sold.

D. Pricing

1. Qualified Bidders shall provide in their responses to this RFP a statement certifying that the price paid by the Consortium Member is the lowest possible price available to Consortium Members from the Qualified Bidder.

2. Qualified Bidders may add additional products to Exhibit A. Adding additional products allows Qualified Bidders to provide special pricing on individual items.
3. For all products not specifically identified in Exhibit A, Qualified Bidders shall select a pricing method of "Cost Plus" or "Percent Below MSRP" and provide a percentage for all additional products.
4. To be considered a bid price is required for each and every item pre-listed in Exhibit A. Quotes on only 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.

E. Estimated Fulfillment Volume

1. The volume estimated, for the term of any agreement awarded through this Bid process, is provided as a courtesy to Qualified Bidders to corroborate proposed pricing. Based on purchasing history the estimated volume is \$1,000,000. THIS IS NOT A GUARANTEE OF SALES.

F. Shipping

1. 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.

G. Solicitation Review

1. This Invitation to Bid and all associated documents may be reviewed at OETC's office located 14145 SW Galbreath Dr, Sherwood Oregon, 97140.

V. Bid Evaluation

A. Pricing – 60 points

1. OETC standardizes all the products for which OETC receives proposals for within a given Invitation to Bid, and then adds up all of the pricing to determine the lowest net bid price. The Responsible Bidder with the lowest net pricing will receive the full 60 points.
2. Qualified Bidders with higher pricing will receive fewer points in accordance with their pricing difference.

VI. Post Award Requirements

A. Post-Award Conference

1. 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.

B. Post-Award Requirements

1. Awarded Bidder will provide appropriate marketing assets (logo, company information, etc) to OETC.
2. Awarded Bidder shall construct a web page with
 - a. Link to OETC's webstore and website
 - b. Purchasing information
 - c. Product information
 - d. OETC contract number
3. Awarded 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 to OETC via email on the Excel Pricing List Template, Exhibit B.
4. Pricing for new products and services may be added at any time to any contract awarded through this RFP process. The selected reseller 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.

C. Purchasing Through the OETC Web Store

1. OETC maintains a web store for all members to purchase through at <http://store.oetc.org>
2. During the post-award conference OETC and Awarded Bidders will decide which products are appropriate for OETC's web store.
3. OETC members must submit pricing updates for products displayed on the OETC web store
4. OETC will collect purchase orders from OETC members and then order the products covered under this RFP from the Awarded Bidder, minus the admin fee owed to OETC.

D. Payment of Administrative Fees

1. For orders utilizing this contract, but purchased outside of OETC's web store, the following terms and conditions apply:
 - a. Payment of the one (1) percent administrative fee for all sales to OETC members who utilize this contract is due to OETC on a quarterly basis.

- b. Payment of a one (1) percent administrative fee for all sales to non-OETC members who utilize this contract is due to OETC on a quarterly basis
- c. A sales report is due to OETC on monthly basis. The format of the sales report will be furnished by OETC at the post-award conference.

E. Purchasing Directly with Awarded Bidders

- 1. For purchases made by OETC members directly with Awarded Bidders, Awarded Bidders shall instruct OETC Member Purchasers to send a copy of the purchase order either via fax to (503) 625.0504 or email at info@oetc.org.
- 2. Awarded bidders may represent OETC's contract to OETC members

F. Reporting Process and Payment of Administrative Fee

- 1. Awarded Bidders shall complete OETC's Monthly Price Report by the 20th of every month and send to info@oetc.org for purchases made directly to awarded bidders
- 2. Payment of 1% administrative fee is due to OETC on a quarterly basis, according to the schedule below:
 - a. For sales made between July 1 and September 31, the administrative fee payment must be received by OETC no later than December 31.
 - b. For sales made between October 1 and December 31, the administrative fee payment must be received by OETC no later than March 31.
 - c. For sales made between January 1 and March 31, the administrative fee payment must be received by OETC no later June 30.
 - d. For sales made between April 1 and June 30, the administrative fee payment must be received by OETC no later than August 31

VII. Terms & Conditions

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

A. Lowest available pricing to consortium members.

1. Qualified Bidders 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 Qualified Bidder.
2. OETC reserves the right to review at any time the pricing of this agreement.
3. If pricing is found to not be the lowest possible price for Consortium Members, any agreement from this Invitation to Bid process may be immediately suspended, re-bid, or pricing immediately adjusted to affirm this requirement.
4. 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 Invitation to Bid 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.

B. Price and product updates

1. 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 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 Invitation to Bid process. The selected reseller 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.

C. Cooperative Procurement

1. This solicitation is a Permissive cooperative Procurement
 - a. Authorized agencies may establish a Contract with the Provider to purchase the Goods and Services awarded by this Solicitation.
 - b. Authorized Agencies may not Materially Change or alter the terms, conditions, and prices from the Original Contract between the Provider and the District
2. OETC may make amendments to a Permissive Cooperative Contract.

D. General Terms and Conditions

1. 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.

2. 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.
3. 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.
4. **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.
5. 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.
6. 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.
7. If a Qualified Bidder is awarded a contract through this Invitation to Bid process ("Selected Reseller"), OETC will commence purchase orders to the Selected Reseller. The Selected Reseller must notify OETC of any purchasing staff changes.
8. 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.
9. 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.
10. 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

11. 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.
12. 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.
13. 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.).
14. OETC and the Selected Reseller prior to distribution must mutually agree to any and all marketing materials involving this agreement.

VIII. BID PROPOSAL SIGNATURE PAGE

The undersigned hereby agrees to the specifications, terms and conditions of this request for proposals from Qualified Bidders to provide document camera 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 Copier _____

Legal Name of Firm or Corporation

Signature of Authorized Copier Representative

Printed Name of Representative

Title of Copier Representative

Date Signed

Legal Address of Copier

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

Phone

Fax

Account Representative Assigned to OETC

Title

Phone

Email

Address of OETC Account Representative