

# OETC-21-I-Installation

*Invitation to Bid on providing volume price agreement and fulfillment of: Educational Audio/Video Installation Services*

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

## **Bid Submission Deadline:**

March 8, 2021  
5:00 p.m. PST

## **Deliver Sealed Bids on USB Drive to:**

OETC  
Attn: Zach Jensen / OETC-21-I-Installation [Insert name of Respondent's Company]  
471 High Street SE  
Suite 10 / Creekside  
Salem, Oregon 97301-3995

# Section I: ITB Overview

## A. ITB Details

The Organization for Educational Technology and Curriculum (OETC), with its principal place of business at 471 High Street SE, Suite 10, Salem, Oregon 97301, on behalf of its public member K-20 institutions, is seeking bids for classroom technology installation services for a price agreement and fulfillment services.

ITB Number	OETC-21-I-Installation
ITB Services	Classroom Technology Installation Services
OETC Contract Administrator	Zach Jensen zjensen@oetc.org
Announcement URL	<a href="https://oetc.org/2021/02/invitation-to-bid-on-educational-technology-installation/">https://oetc.org/2021/02/invitation-to-bid-on-educational-technology-installation/</a>
Administrative Fee	5%
Contract Term	Three (3) years
Renewal Term	Up to three (3) additional years
Estimated Fulfillment Volume	\$500,000

## B. ITB Schedule

February 8, 2021	<b>Invitation to Bid is released</b>
February 15, 2021 & February 22, 2021	<b>Invitation to Bid is advertised in adherence to state guidelines</b>
February 26, 2021	<b>Questions Due</b> <i>All questions from Manufacturers or their Authorized Dealer(s) must be submitted to OETC using the web form found at the ITB Announcement URL</i>
February 26, 2021	<b>Posted Answers</b> <i>All questions and official responses will be posted on OETC's website at the ITB Announcement URL</i>
March 8, 2021	<b>Closing</b> <i>All sealed bids are due to OETC by 5:00 p.m. on this date to qualify for evaluation</i>
March 8, 2021	<b>Bid Opening</b> <i>Received bids are opened, recorded, and published at the ITB Announcement URL</i>
March 9, 2021 - March 10, 2021	<b>Response Evaluation Period</b> <i>The evaluation period is an estimate, and may be longer or shorter based on the number of responses and/or the complexities of the responses. Significant changes to this schedule will be posted at the ITB Announcement URL.</i>
March 10, 2021	<b>Intent to Award</b> <i>OETC will post its intent to award at the Announcement URL.</i>
March 10, 2021 - March 17, 2021	<b>Protest Period</b> <i>Responsive Bidders not awarded may protest in accordance with the terms and conditions set forth in this ITB.</i>
March 17, 2021	<b>Notification of Award</b> <i>All Bidders will be notified of the status of their bid.</i>

## C. Objectives

1. The purpose of this Invitation to Bid (ITB) is to solicit bids from certified commercial electricians to provide OETC's members access to high quality audio/video installers for current and future renovations and upgrades in an educational setting. Contractor must have the proven ability to install projectors and flat panel displays of various sizes in an educational setting.
2. To obtain greater volume-based price discounts resulting from the administrative savings Contractor(s) will accrue from the maintenance of a single, comprehensive Master Price Agreement for multiple educational institutions throughout the Pacific Northwest.
3. To simplify the procurement process for each of OETC's members by providing access to certified electricians who have been awarded contracts through a competitive sealed bidding process.
4. As a result of this approach, OETC's membership will be able to make informed decisions regarding their choice of electrician/installer.
  - a. Required services include, but may not be limited to the following:
    - i. **Flat Panel TV Mounting** - Wall mounting service for Flat Panel or Flat Screen TV, including; LCD, Plasma, LED, Digital Signage, and PC Monitor.
    - ii. **Projector and Projector Screen Installation**
    - iii. **In-wall Wire Concealment**
    - iv. **Electrical/Power Outlet installation**
    - v. **Cable Drop** - The relocation or installation of new cable/satellite line (co-ax), data/internet (cat 5), or phone lines.
    - vi. **Asbestos remediation**

All OETC Members may use the resulting Contract. This ITB may result in multiple awards.

### Desired Solution

This solicitation will result in OETC entering into a Master Price Agreement with one or more professional electricians. Current and future OETC Members will be able to utilize this cooperative purchasing agreement to enter into a contract with the awarded company or companies.

## D. About OETC

OETC is a nonprofit that makes purchasing technology simple, reliable, and affordable to meet the needs of educators across the country. Our consortium membership is concentrated in the Pacific Northwest, but includes institutions in K-12 and Higher Education from every region of the United States—rural and metropolitan, large and small, old and new.

On behalf of the consortium, OETC negotiates competitively bid contracts with industry-leading educational technology providers. These contract holders gain access to a purchasing market of over 1,100 educational institutions and school districts, as well as convenient and reliable sales facilitated by our dedicated marketing and support staff.

## E. Participating Members

This ITB is on behalf of all public members of OETC. All members are accredited educational institutions serving K-12 and Higher Education students. A complete and current list of OETC Members may be found at [store.oetc.org/membership](http://store.oetc.org/membership).

## Section II: Instructions to Bidders

*Failure to submit bids in accordance with the provisions of this ITB shall be grounds to declare the bids as non-responsive and the bid will receive no further evaluation or consideration.*

### **Bidders Must:**

- 1) Submit a completed bid.
- 2) Provide OETC with all required or requested documents and literature.
- 3) Provide any corrections or erasures to their bid that deviate from the original terms and conditions presented in this ITB by utilizing Exhibit 1, Form D.
- 4) **Utilize Electronic Submission.** OETC requires Bidders to submit their responses in electronic format. The response must arrive in a sealed package that must contain a USB Flash Drive (hereinafter: “media”). OETC offers no guarantee submitted paper documentation will be reviewed. Failure to utilize electronic submission via USB Flash Drive may result in disqualification.
  - a) The USB Flash Drive must contain the following:
    - i) One PDF containing:
      - (1) The original ITB document found at the Solicitation URL
      - (2) Section VII: bid Signature Page
      - (3) Attachment A: Suspension and Disbarment Certification
      - (4) Attachment B: Company Overview
    - ii) The following Excel documents in their native Excel format:
      - (1) Exhibit 1 – Bidder Information, Requirements, and Pricing

- 5) Submit the original ITB document in a single PDF with the following completed and/or signed documents included at the end:
- a) **Section VII:** Bid Signature Page
  - b) **Attachment A:** Suspension and Debarment Certification - Required for OETC's Members to utilize federal funds for purchases.
  - c) **Complete Attachment B:** Business Overview
  - d) **Complete Exhibit 1 – Bidder information, Requirements, and Pricing**
    - i) **Form A** - Respondent Information
    - ii) **Form B** - Respondent Contacts
    - iii) **Form C** - References. Respondents must submit five (5) examples of customers that are accredited educational institutions.
      - iv) In the event Respondent does not have five (5) educational institutions that will provide a reference, Respondent must provide references from other large commercial projects or contracts where the Respondent has been awarded a statewide price agreement.
    - v) **Form D** - Terms, Conditions, and Specification Exceptions. Respondents may request alternate language using this form. OETC reserves the right to disqualify any Respondent if the proposed language infringes upon the intent of this contract.
    - vi) **Provide Pricing** – Bidders must include hourly rates for the installation of classroom technology products, including but not limited to projectors, flat panel televisions, and digital signage.
    - vii) Because of the differing and unique requirements of OETC Members seeking to enter an agreement with Contractor, the following hourly rate category pricing must be included in your bid:
      - (1) Category 1** - Simple installation of Audio/Visual Equipment utilizing current infrastructure.
      - (2) Category 2** - Wiring and Installation of Audio/Visual Equipment utilizing existing conduits.
      - (3) Category 3** - Wiring and installation of Audio/Visual Equipment, in addition to installation of new conduits or the relocation of existing conduits.

**(4) Category 4** - Wiring and installation of Audio/Visual Equipment in a setting with special considerations including, but not limited to: asbestos and existing fixtures that must be worked around.

e) In addition to providing pricing for each of the categories listed above, Bidders must also differentiate between hourly rates for projects to be completed inside the Portland Metropolitan area and those that would be completed outside of the Portland Metropolitan area. Final determination of any associated travel costs will be negotiated and agreed upon between the Contractor and the OETC Member.

i) For the purpose of this Invitation to Bid, the Portland Metropolitan Area is defined as including the following Oregon counties:

- (1) Clackamas County, OR
- (2) Columbia County, OR
- (3) Multnomah County, OR
- (4) Washington County, OR

- (5) Yamhill County, OR
- (6) Clark County, WA
- (7) Skamania County, WA

6) **Complete Exhibit 2 – Questions** (not required). Questions must be submitted in writing using Exhibit 2: Question Form. All questions received by the cutoff date will be responded to via an addendum posted at the Announcement URL. Be specific and cite the section, item, and page number to which the question refers.

a) Only questions utilizing Exhibit 2 will be answered. Once the ITB has been made publicly available through the Announcement URL, the only way Respondents can receive answers to their questions is by filling out Exhibit 2 and sending it as an email attachment to [zjensen@oetc.org](mailto:zjensen@oetc.org).

b) Contact with any OETC personnel other than the Contracts Manager may result in rejection of your bid.

7) Submit the ITB to the correct location, by the correct time, and be delivered in a sealed package to:

Organization for Educational Technology and Curriculum  
Attn: Zach Jensen / OETC-18R-SIS [Insert Respondent's Company Name]  
471 High Street SE  
Suite 10 / Creekside  
Salem, Oregon 97301-3995

# Section III: ITB Evaluation

## A. Phase One – Evaluate Responsiveness.

Complete bid	Pass / Fail
Responsive bid	Pass / Fail

1. **Complete bid.** The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the ITB. A pass or fail criteria will be used. A response must comply with all instructions listed in this ITB.
2. **A Responsive bid.** Responsive bids will have correctly followed all instructions in §II.

Only bids found to be complete, responsive, and pass all evaluative criteria in phase one will be evaluated in phase two.

## B. Phase Two – Evaluate Responsibility.

1. **Business Overview.** OETC will evaluate whether the Respondent has the resources itself, or through designated Fulfillment Agents, to support the entire OETC Consortium which primarily covers Oregon, Washington, and Idaho. Responses to Attachment B - Business Overview will be utilized to evaluate whether the Respondent is a financially stable company with a track record of providing this type of service in the education industry.

Company History	10 Points
References	10 Points
Customer Service	10 Points

2. **Terms and Conditions.** Any bid that requests changes to this ITB's Terms and Conditions may constitute a fail designation for this phase. OETC reserves the right to conditionally pass a respondent on this section, but to negotiate and propose changes to the terms and conditions during the negotiation phase.

## **C. Phase Three – Evaluate Pricing.**

1. Only those responses found to be responsive and responsible under phase one and two will be considered in phase three - pricing. OETC may request clarification from one or more Respondents. Responses to clarifications must be made in writing. OETC will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.
2. Only responses entered in Exhibit 1 will be used to evaluate prices.
3. OETC reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

## **D. Phase Four – Contract Negotiations.**

1. Only those responses that are found to be responsive under phases one, two, and three will be considered in phase four.
2. OETC will post an Intent to Award with those it wishes to either accept the bid as-is or to enter in negotiations outlined in this section. OETC will enter into contract negotiations at the close of the protest period.
3. OETC reserves the right to request Best & Final Offers or engage in simultaneous competitive negotiations with the finalists. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final Offer, and/or negotiations.
4. OETC reserves the right to award this solicitation to a single Respondent, or to multiple Respondents, whichever is in the best interest of OETC and its Membership.
5. OETC reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the OETC and its Membership.
6. OETC's Contract Manager will make the final determination and award decision(s) for this ITB.

## **E. Phase Five – Sign Contracts and Marketing Kickoff.**

1. OETC and Contractor will finalize any negotiated terms and conditions and sign the resulting contract.
2. OETC and Contractor will schedule a marketing meeting to review how to properly advertise and promote awarded products and services to the OETC Membership.

## Section IV: ITB Terms and Conditions

1. **Joint Cooperative Procurement.** This solicitation is a Joint Cooperative Procurement. Authorized agencies may establish a Contract with the provider to purchase the services awarded by this solicitation. Authorized agencies may not materially change or alter the terms, conditions, and prices from the original Contract between the provider and the OETC Member School or Member School District.
2. **Estimated Fulfillment Volume Is Not a Guarantee of Sales.** The Estimated Fulfillment Volume is provided as a courtesy to Bidders to corroborate proposed pricing. The Estimated Fulfillment Volume is based on purchasing history and consortium demand.
3. **Change by Written Addenda.** OETC may change this ITB by Written Addenda.

OETC will issue all Addenda and changes at the ITB Announcement URL. At its discretion, OETC may extend the closing to allow Bidders time to analyze and adjust to changes.

OETC reserves the right to reject any and all responses, to modify these ITB specifications, or to waive informalities in the ITB.

4. **Modifications.** Modification must be prepared and submitted using Exhibit 1, Form D.
5. **Withdrawal.** A Bidder may modify or withdraw their bid in writing prior to closing.
6. **Bids are Irrevocable.** bids submitted by Bidders shall be irrevocable for at least ninety (90) calendar days after the bid opening date and time.
7. **Controlling Language.** The Bidder hereby acknowledges and agrees that these ITB Terms and Conditions and the General Terms and Conditions control any contract awarded by this process unless the Bidder expressly states on the bid Signature Page alternative terms or conditions the Bidder wishes OETC to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the bid to rejection.
8. **Late bids.** Any bid received after closing is late. A Bidder's request for withdrawal or modification of a bid received after closing is late. OETC will not consider late bids.
9. **Receipt, Opening and Recording bids.** bids will be opened and recorded. The number of bids received and the identity of the Bidders will be disclosed to the public at the time of opening. The content of the bids will not be disclosed until all bids have been evaluated, negotiations completed if required, and an Intent to Award has been published.
10. **Preference.** If all other factors are equal, goods or services that have been manufactured or produced in Oregon will receive preference. Additionally, recycled products or those utilizing 100% recycled materials will receive preference.

11. **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 bid scoring process. This notice of multiple awards does not preclude OETC from awarding a single Contract.
12. **Question or Clarification.** All questions regarding this ITB must be submitted in writing using the Question Form (Exhibit 1, Form E). No oral questions will be accepted. All questions received prior to the question deadline will be answered by and posted on OETC's website. Bidders may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this ITB.
13. **Permissive Procurement ("Piggy-back").** For the term of the agreement and any extensions, at the option of the contract holder, other school districts, colleges, community colleges, universities, any political subdivision, including any county, city, or town in the United States, may purchase the identical item(s) at the same price or better and upon the same terms and conditions pursuant to each entity's relevant state statutes and procurement procedures.
14. **Requirements for Protest.** A Bidder may protest the Intent to Award during the protest period if:
  - a. The Bidder is adversely affected because the Bidder would be eligible for Award of the Contract in the event the Protest were successful; and
  - b. The reason for the Protest is that (the aggrieved Bidder must provide details):
    1. All higher scoring bids are not responsive;
    2. OETC has failed to conduct the evaluation of bids in accordance with the criteria or processes described in this ITB; and
    3. OETC's evaluation of bids or OETC's subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.
15. **Protest Process.** A prospective Bidder may protest the procurement process or the ITB 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 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.
  - d. 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 OETC Board President, or designee, has the authority to resolve the Protest. If OETC upholds the Protest, in whole or in part,

OETC will, in its sole discretion, either award the Contract to the successful protester or cancel the ITB.

16. Bidders must exhaust all administrative remedies before seeking judicial review.

## Section V: Contract Terms and Conditions

### A. General Terms and Conditions

1. **Contract Coordinator.** The Contract Coordinator identified in Form B of Exhibit 1 is to be the sole point of contact with regard to contractual matters, disputes, concerns or other issues arising from this Contract.
  - a. Contractor may update the Contract Coordinator by submitting a new Form B to the OETC Contracts Manager.
2. **Contract Period.** The term for the contract awarded pursuant to this solicitation will be for a three (3) year period effective from the date of contract execution.
3. **Contract Renewal.** At OETC's discretion, OETC may renew this contract up to three (3) additional years. This contract will automatically renew at the end of the initial term for a further term of three (3) years unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.
4. **Administrative Fee.** The OETC Administrative Fee is set in Section IA.
  - a. For OETC Member orders placed directly with Contractor, the OETC Administrative Fee shall be submitted quarterly by the Contractor and is based on sales services (less any charges for taxes or shipping) resulting from this Contract. The quarterly submission must include the OETC Member name, date of purchase, and purchase amount.
  - b. Contract Awardee and/or its Fulfillment Agents may apply to the OETC Contract Administrator for a one-time OETC Administrative Fee reduction for large orders with a dollar value over \$1,000,000.

### B. Pricing and Products.

1. **Lowest Possible Price.** OETC or an OETC Member shall pay the lower of the prices contained in Exhibit 1, and any subsequent pricing updates.
  - a. Any pricing promotions, General Price Reduction, or Per Transaction Multiple Unit Discount offered by Contractor or its Fulfillment Agents must be offered to OETC Members on the OETC Contract.

- b. Only General Price Reduction price decreases will apply to all subsequent OETC Member orders.
    - c. If Contractor or its Fulfillment Agents fails to offer a pricing promotion, General Pricing Reduction, or Per Transaction Multiple Unit Discount, or if pricing is found to not be the lowest possible price for Consortium Members as offered by Contractor and its Fulfillment Agents, this agreement may be immediately suspended, re-bid, or pricing adjusted to affirm this requirement.
2. **Maintaining Exhibit 1 - Price Schedule.** All pricing changes and product additions, deletions or updates must be submitted on the OETC pricing template. This is an Excel template. No other format will be accepted.
  - a. All changes to the price list must be submitted 30 days prior to taking effect.
3. **Price Increases.** Pricing may not increase greater than 3% over a single calendar year, and increases must be approved by the Contract Administrator prior to taking effect.
6. **Travel Costs.** If applicable, on-site services pricing shall include travel costs to the metropolitan areas of any OETC Member in the contiguous U.S. (e.g., Portland, Seattle, Boise, Spokane, Eugene). Pricing for on-site services outside these areas may be billed at fixed or actual rate. The rate may be negotiated with individual OETC Members at the time of sale.

## C. Payment Terms and Options

1. **Payment Terms.** All purchase orders received by OETC or its members will be on Net 30 terms or greater.

## Section VI: Definitions

**Administrative Fee.** The fee paid by Resellers with awarded Contract(s) to OETC to fund the organization's purchasing consortium support.

**ITB Announcement URL.** The web address where the ITB is announced and all files are posted.

**Best Value.** The basis for awarding contracts for products and/or services to the bidders that optimize quality, cost, and efficiency among responsive and responsible bidders. Such basis will reflect, wherever possible, objective and quantifiable analysis.

**Contract(s).** The complete agreement including the ITB, any additional terms and conditions and negotiated items.

**Contract Awardee or Contract Holder.** The organization or entity who wins and ITB and signs a contract with OETC.

**Contract Coordinator.** The employee from the manufacturer/reseller who will be responsible for management of the contract throughout its life. OETC must be notified within 30 days if the designated Contract Coordinator changes.

**Estimated Fulfillment Volume Is Not a Guarantee of Sales.** The Estimated Fulfillment Volume is provided as a courtesy to Bidders to corroborate proposed pricing. The Estimated Fulfillment Volume is based on purchasing history and consortium demand.

**Finalist.** A respondent who is found to be responsive under phases one and two of the evaluation process and will be considered in phase three.

**Native (Excel) Format.** The file structure of an electronic document as defined by the original creating application. As it applies to this Invitation to Bid, the documents created in Excel must be filled out and submitted in the original Excel format.

**Purchasing Entity.** Means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by the Contract Awardee that issues an order against the Contract and becomes financially committed to the purchase.

**Respondent.** The organization or entity who submits a bid in response to this solicitation.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, recycling/disposal, pre-implementation design, disaster recovery planning and support, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but OETC Members do not have to accept, limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts. EACH OETC MEMBER DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

**Warranty.** The Manufacturer's general warranty tied to the product at the time of purchase.

# Section VII: bid Signature Page

The undersigned hereby agrees to the specifications, terms and conditions of this Invitation to Bid.

The undersigned acknowledges their authority to submit this bid 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 ITB process.

Furthermore, the undersigned certifies conformance to applicable Federal laws, Oregon Revised Statutes, and Oregon Administrative Rules concerning public contracts, and that this bid is made without connection with any person, firm or corporation making a bid for the same goods or services, and is in all respects fair and without collusion or fraud.

## Company Information

Federal Tax Identifier: \_\_\_\_\_

Legal Name of Firm or Corporation: \_\_\_\_\_

I, the above signee, certify the pricing provided in this Response is the lowest available pricing from my firm to OETC Members.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Date Signed

## Legal Address

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

# Attachment A: Suspension and Debarment Certification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

1. The Respondent certifies to the best of its knowledge and believe that it and its principals:
  - 1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 1.2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 1.3. Are not presently indicted of or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. 1.2 of this certification; and
  - 1.4. Have not within a three-year period preceding this response had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Respondent is unable to certify to any of the statements in this certification, Respondent shall attach an explanation to this bid.

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

# Instructions for Certification

1. By signing and submitting this bid, the Respondent is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this procurement solicitation. The Respondent shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the overall scoring of the bid. However, failure of the Respondent to furnish a certification or an explanation shall disqualify such person from this response for bid, or Invitation to Bid.
3. The certification in this clause is a material representation of fact upon which reliance was placed when OETC scores and awards bids. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to OETC and its membership, OETC may terminate this transaction for cause or default.
4. The bidder shall provide immediate written notice to the OETC contact to which this bid was submitted if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. The bidder agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by OETC.
7. The bidder further agrees by submitting this bid that it may be required to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by OETC entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph six of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, OETC may terminate this transaction for cause or default.

# Attachment B - Business Overview

Answers to the following questions will be used to determine Bidder Responsibility. Please provide clear and succinct answers to the following questions. Responses must be entered in the field provided (fields will automatically adjust to fit responses).

<b>Company History</b>
1. Respondents, the organization or entity submitting a bid in response to this solicitation, should provide a brief history and description of their company.
<b>Operations</b>
2. What is your company's D-U-N-S number?
3. How many people does your company currently employ?
4. Will your company provide a dedicated representative to serve OETC and its membership?

**Customer Service**

5. Please describe your support/customer service offerings.
  - a. How many people are in your customer service department?
  - b. Is support available 24/7?
  - c. Bidders that do not have offices in the states for which they are submitting bids shall provide evidence of their ability to provide a high level of customer service from an out-of-state location.