

OETC-21-TechSolutions

Invitation to bid on: Technology Solutions for Education

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:

April 9, 2021
5:00 p.m. Pacific Time

Deliver Sealed Bids to:

OETC
Attn: Zach Jensen / OETC-21-TechSolutions <insert respondent name>
471 High Street SE
Suite 10 - Creekside
Salem, OR 97301

Section I: Invitation to Bid Overview

A. Invitation to Bid 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 from technology solutions providers in education for a price agreement and fulfillment services.

Invitation to Bid Number	OETC-21-TechSolutions
Invitation to Bid Products	Educational Technology Solutions including but not limited to: cameras, headsets, computer mice.
OETC Contract Administrator	Zach Jensen zjensen@oetc.org
Announcement URL	https://oetc.org/2021/03/invitation-to-bid-on-classroom-technology-solutions/
Administrative Fee	Two Percent (2%)
Contract Term	Three (3) years
Renewal Term	Up to three (3) additional years
Estimated Fulfillment Volume	\$250,000

B. Invitation to Bid Schedule

March 10, 2021	Invitation to Bid is released
March 10, - March 27, 2021	Questions Period <i>All questions from Manufacturers or their Authorized Dealer(s) must be submitted to OETC using the web form found at the Invitation to Bid Announcement URL</i>
March 27, 2021	Posted Answers <i>All questions and official responses will be posted on OETC's website at the Invitation to Bid Announcement URL</i>
April 9, 2021	Closing <i>All sealed bids are due to OETC by 5:00 p.m. PST on this date to qualify for evaluation</i>
April 10, 2021	Bid Opening <i>Bids are opened, recorded, and published at the Invitation to Bid Announcement URL</i>
April 10 - April 16, 2021	Response Evaluation Period <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 Invitation to Bid Announcement URL.</i>
April 16, 2021	Intent to Award <i>OETC will post its intent to award at the Announcement URL.</i>
April 16 - April 22, 2021	Protest Period <i>Responsive Respondents not awarded may protest in accordance with the terms and conditions set forth in this Invitation to Bid.</i>

C. Objective

The objective of this Invitation to Bid is to establish volume Master Price Agreement(s) with Contractor(s) who are able to provide educational technology solutions so OETC Members may order product(s) appropriate for their needs. OETC is seeking bids on cameras and other educational technology equipment manufactured by AVer, Logitech, Lumens, and Verkada. Respondents are invited to submit bids on all products/categories listed in Exhibit 1 of this solicitation. Product categories for which OETC is seeking bids include but are not limited to:

Document Cameras

PTZ Cameras

Video Conferencing Cameras

Computer Mice

Camera Controllers

Related Accessories

Headsets

Additionally, the OETC Membership seeks to obtain greater volume-based price discounts resulting from the administrative savings that the Contractor(s) will accrue from the maintenance of a single, comprehensive Master Price Agreement for multiple educational institutions throughout the Pacific Northwest and beyond.

All OETC Members may use the resulting Contract. This Invitation to Bid may result in multiple award(s).

D. About OETC

OETC is a nonprofit that makes purchasing technology simple, reliable and affordable to meet the needs of education. 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 central, large and small, old and new.

On behalf of the consortium, OETC negotiates competitively bid contracts with some of the best manufacturers and resellers in the educational technology industry. These contract holders gain access to a purchasing market of 1,000 educational institutions, as well as convenient and reliable sales facilitated by our dedicated marketing and support staff.

E. Participating Members

This Invitation to Bid 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.

Section II: Instructions to Bidders

Failure to submit bids in accordance with the provisions of this Invitation to Bid 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 Invitation to Bid by utilizing Exhibit 1, Form D.
4. **Utilize Electronic Submission.** OETC requires Bidders to submit their responses in electronic format.

- a. The response must arrive in a sealed package marked with "**Attn: Zach Jensen/OETC-21-TechSolutions-<insert Respondent name>**" that must contain a USB Flash Drive (hereinafter: "media").
5. Submit this Invitation to Bid, including the Suspension and Debarment Certification, signature page, and company overview in a single PDF as one file and Exhibit 1 filled out in its entirety and saved to the media in its native Excel format.

All Respondents must:

6. **Sign Section VI:** Bid Signature Page
7. **Complete Attachment A:** Suspension and Debarment Certification - Required for OETC's Members to utilize federal funds for purchases.
8. **Complete Attachment B:** Business Overview
9. **Complete Section II(B)(3).** All Respondents must complete section II(B)(3) in order to be considered for Phase III: Price Evaluation.
10. **Complete Exhibit 1 – Bidder information, Requirements, and Pricing**
 - a. **Form A** - Respondent Information
 - b. **Form B** - Respondent Contacts
 - c. **Form C** - References. Respondents must submit five (5) examples of current OETC Members that have or are currently receiving the products and services being proposed by the Respondent.
 1. In the event Respondent does not have current OETC Members as a reference, Respondent must provide references from other accredited educational institutions or contracts where the Respondent has been awarded a statewide price agreement.
 - d. **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.
 - e. **Form F** - Provide pricing for various categories of products. Categories are useful for distinguishing different lines within a single manufacturer that may require different pricing.
 1. If items called for by this Invitation to Bid have been identified by a brand name, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.
11. **Complete Exhibit 2 – Questions** (not required). Questions must be submitted via email 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. Contact with any OETC personnel other than the Contracts Manager may result in rejection of the response.

12. Submit the Invitation to Bid to the correct location, by the correct time, and be delivered in a sealed package to:

OETC
Attn: Zach Jensen / OETC-21-TechSolutions <insert Respondent name>
471 High Street SE
Suite 10 - Creekside
Salem, OR 97301

Section II: Respondent Qualification

A. Phase One – Evaluate Responsiveness.

1. **Complete Bid.** The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the Invitation to Bid. A pass or fail criteria will be used. A response must comply with all instructions listed in this Invitation to Bid.
2. **A Responsive Bid.** Responsive Bids will have correctly followed all instructions in §II.
3. **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.
2. **Exhibit 1.** All bidders must complete the information in Exhibit 1 in order for OETC to accurately evaluate each bid. Exhibit 1 should be filled out in its entirety and saved to the media in its native Excel format. Exhibit 1 includes the following:
 - a. Form A - Respondent Info.
 - b. Form B - Contacts
 - c. Form C - References

- d. Form D - Terms & Conditions
- e. Form E - Qualifications
- f. Form F - Pricing

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 bids 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 as-is or to enter into negotiations outlined in this section. OETC will enter into contract negotiations at the close of the one-week 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 Invitation to Bid.

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 III: Invitation to Bid 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 goods and 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 district.
2. **Brand Specification.** If items called for by this Invitation to Bid have been identified by a brand name, such identification is intended to be descriptive but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory.
3. **Estimated Fulfillment Volume Is Not a Guarantee of Sales.** The Estimated Fulfillment Volume is provided as a courtesy to Respondents to corroborate proposed pricing. The Estimated Fulfillment Volume is based on purchasing history and consortium demand.
4. **Change by Written Addenda.** OETC may change this Invitation to Bid by Written Addenda.

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

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

5. **Modifications.** Modifications must be prepared and submitted using Exhibit 1, Form D.
6. **Withdrawal.** A Respondent may modify or withdraw its Bid in writing prior to closing.
7. **Bids are Irrevocable.** Bids submitted by Respondents shall be irrevocable for at least ninety (90) calendar days after the bid opening date and time.
8. **Controlling Language.** The Respondent hereby acknowledges and agrees that these Invitation to Bid Terms and Conditions and the General Terms and Conditions control any contract awarded by this process unless the Respondent expressly states on the Bid Signature Page alternative terms or conditions the Respondent wishes OETC to consider. Any such alternative terms or conditions shall constitute a variance and, if material, may subject the Bid to rejection.
9. **Late Bids.** Any Bids received after closing are late. A Respondent's request for withdrawal or modification of a Bid received after closing is late. OETC will not consider late Bids.

10. **Receipt, Opening, and Recording Bids.** Bids will be opened and recorded. The number of Bids received, the identity of Respondents will be disclosed to the public at the time of opening. The content of bids will not be disclosed until all bids have been evaluated, negotiations completed if required, and an Intent to Award has been published.
11. **Preference.** If all other factors are equal, goods or services that have been manufactured or produced in Oregon will receive preference.
12. **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.
13. **Question or Clarification.** All questions regarding this Invitation to Bid must be submitted in writing using the Question Form attached to this Invitation to Bid. No oral questions will be accepted. All questions received prior to the question deadline will be answered by and posted on OETC's website. Respondents may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this Invitation to Bid.
14. **Requirements for Protest.** Respondent may protest the Intent to Award during the protest period if:
 - a. The Respondent is adversely affected because the Respondent 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 Respondent must provide details):
 - i. All higher scoring Bids are not responsive;
 - ii. OETC has failed to conduct the evaluation of Bids in accordance with the criteria or processes described in this Invitation to Bid; and
 - iii. 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 Respondent may protest the procurement process or the Invitation to Bid document as set forth in ORS 279B.405(2). Respondent 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 Respondent; 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 Invitation to Bid.

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

Section IV: Contract Terms and Conditions

A. General Terms and Conditions

1. **Contract Coordinator.** The Contract Coordinator identified in Exhibit 1 is to be the sole point of contact with regard to contractual matters, disputes, concerns or other issues arising from this Contract.

Contractor may update the Contract Coordinator by submitting a new Exhibit 1 to the OETC Contract Administrator.

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. OETC will provide notice to the Contractor in the event OETC elects to renew or not renew the contract.
4. **Administrative Fee.** The OETC Administrative Fee is set in Section IA.

For OETC Member orders placed directly with Contractor or its Fulfillment Agents, the OETC Administrative Fee shall be submitted quarterly by the Contractor and is based on sales of products and 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 amount purchased. This fee is to be included as part of the pricing submitted with Respondent's bid.

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 \$1,000,00.

5. Notice.

- a. **Form of Notice.** All notices, requests, claims, demands and other communications between the parties shall be in writing.
- b. **Method of Notice.** All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile, or (v) by electronic mail] to the

address of the OETC Contract Administrator or Contractor's Contract Coordinator or such other address as either party may specify in writing.

- c. **Receipt of Notice.** All notices shall be effective upon
 - i. Receipt by the party to which notice is given, or
 - ii. On the fifth (5th) day following mailing, whichever occurs first.
- d. **Receipt of Notice for Email.** If notice is delivered by email, notice shall be effective when the recipient, by an email sent to the email address for the sender stated in this section or by a notice delivered by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

B. Pricing.

1. **Administrative Fee Calculation.** Pricing in Attachment A must include OETC's Administrative Fee. The Administrative Fee must be included in all pricing presented to an OETC Member.
2. **Pricing.** Respondent guarantees not to offer OETC Members a lower price outside of this OETC contract.

G. Amendments, Scope and Termination

1. **Indemnification.** Contractor and its Fulfillment Agents shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") OETC and its directors, officers, employees, and agents, (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to
 - a. Any breach of any representation or warranty of Contractor or its Fulfillment Agents contained in this Agreement, or
 - b. Any breach or violation of any covenant or other obligation or duty of Contractor or its Fulfillment Agents under this Agreement or under applicable law, in each case whether or not caused by the negligence of OETC or any other Indemnified Party and whether or not the relevant claim has merit.
2. **Governing Law and Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws, except to the extent preempted by the laws of the United States of America.
3. **Cancellation.** OETC may cancel an Awarded Contract for a failure to perform or uphold any of the terms and conditions outlined in the Awarded Contract. Additionally OETC

may cancel a contract if the consortium's cumulative annual sales are less than \$100,000 per calendar year.

4. **Amendments.** Contract amendments shall be negotiated by OETC whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and OETC as required by law.

Section V: Definitions

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

Attachments. Forms required for a complete Invitation to Bid Response. Attachments are incorporated into a final contract, if awarded.

Announcement URL. The web address where the Invitation to Bid is announced and all files are posted.

Best & Final Offer(s). Updated responses after a qualifying round of scoring.

Contract(s). The resulting agreement between OETC and Contractor.

Contractor. Also known as "Contract Awardee" or "Contract Holder." The organization or entity who is awarded a contract based off of bids submitted in response to this Invitation to Bid.

Contract Awardee. See *Contractor*.

Contract Coordinator. Person designed by Contractor to receive communications concerning Invitation to Bid and contract issues.

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

Exhibits. Forms required for complete Invitation to Bid submission. Exhibits are not integrated into the final contract.

Finalist. A respondent who is found to be responsive under phases 1 and 2 of the evaluation process and will be considered in phase 3.

Freight on Board (FOB) Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and

Intent to Award. Notice by OETC to enter negotiations with a Respondent or Respondents.

Joint Cooperative Procurement. A cooperative procurement done by a defined group of political subdivisions. See also "OETC Members."

Manufacturer. A company that, as one of its primary business functions, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Price Agreement(s). A price list from which members can purchase products or services off of.

MSRP. Manufacturer Suggested Retail Price. If Manufacturer has a MSRP for Education that is lower than standard MSRP, then OETC presumes all references to MSRP refers to Education MSRP.

OETC Contract Administrator. The point of contact at OETC for all questions and changes related to the terms and conditions of this Agreement, including cancellation and extensions. Unless otherwise specified, OETC's Contracts Manager is the Contract Administrator.

OETC Member. A public K12 District, college, university or state department in good standing with the Organization for Educational Technology and Curriculum.

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

Question Form. Exhibit 3. The form by which Respondents may submit questions

responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

Respondent. Also known as "Respondent" and "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, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, 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 VI: Bid Signature Page

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

Company Information

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 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).

Company History
1. Respondents, the organization or entity submitting a bid in response to this solicitation, should provide a brief history and description of their company.
Operations
2. How did you hear about this solicitation?
How many United States-based sales professionals are currently employed by your company? a. How many of your company's sales professionals are dedicated to covering Oregon, Washington, and Idaho?

<p>6. How many United States-based marketing professionals are currently employed by your company?</p> <p>a. How many of these marketing professionals are dedicated to serving Oregon, Washington, and Idaho?</p>
<p>7. Will your firm provide a dedicated representative to serve OETC and its membership?</p>
<p>Customer Service</p>
<p>7. Please describe your support/customer service offerings.</p> <p>a. How many people are in your customer service department?</p> <p>b. Is support available 24/7?</p> <p>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 position.</p>