



471 High Street SE  
Suite 10  
Salem, Oregon 97301

oetc.org  
(800) 650-8250  
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# OETC Volume Price Agreement

## I. OETC-15R-Leasing

*This Agreement is made and entered into by the Organization for Educational Technology and Curriculum, 471 High Street SE, Suite 10-Creekside, Salem, OR 97301 ("OETC") and Insight Financial*

### A. Contractor Information

Insight Investments, LLC  
**Company Name**

611 Anton Blvd., Suite 700  
**Street Address**

94-3486721  
**Tax Identifier**

Costa Mesa, CA 92626  
**City, State ZIP**

### B. Contract Details

Contract #	OETC-15R-Leasing
Effective Date:	January 15, 2016
Termination Date:	January 15, 2019
Renewal Options:	Up to three (3) additional years
Products Awarded:	Leasing Services for IT Equipment
Payment Terms:	Net 30
Days Required for Delivery:	30 Days
Minimum Order:	None
Freight Terms:	FOB Destination
Administrative Fee:	1%

## **II. Recitals**

WHEREAS, the OETC has a need to purchase and the Contractor a desire to lease; and,

WHEREAS, OETC has the authority to offer contracts to the OETC membership

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## **III. Intent and Purpose**

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on ALL products proposed in their response to the RFP issued by OETC. The Contractor, or its designated Fulfillment Agents, shall provide delivery, support, warranty and maintenance. The Contractor agrees to take responsibility for the warranty and maintenance of all products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all services provided by individual Fulfillment Agents.

## **IV. Scope of Work**

Contract Awardee Contact. The Contract Awardee (hereinafter "Contractor") is to be the sole point of contact with regard to contractual matters, disputes, concerns or other issues arising from this RFP. The Contract Awardee is responsible for ensuring contract and pricing compliance with its named Fulfillment Agents.

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 with options to renew for up to three (3) additional years in one (1) year terms.

## **V. Terms and Conditions**

### **A. Order of Precedence as between OETC and Contractor only**

1. Terms and Conditions of this Agreement
2. Exhibits and amendments to this Agreement.
3. Any terms and conditions on OETC's or an OETC member's purchase order
4. The request for proposal
5. Contractor's proposal including a best and final offer if applicable.

### **B. Order Of Precedence Between Contractor (As Lessor) And OETC Member (As Lessee):**

For the avoidance of any doubt, notwithstanding anything contained in this Agreement to the contrary, the terms and conditions of Insight's Master Lease Agreement (see Appendix to Contractor's response to OETC RFP # Leasing-15R) and any Schedule written thereunder, will control any contract resulting from the OETC RFP # Leasing-15R and entered into between Insight Investments, LLC (as Lessor) and an OETC Member (as Lessee).

### **C. Pricing and Products**

1. **Administrative Fee Calculation.** Pricing in Attachment A includes OETC's administrative fee. The Administrative Fee must be included in all pricing to OETC's membership.
2. **Lowest Possible Price.** OETC or an OETC Member shall pay the lower of the prices contained in the Attachment A, and any subsequent pricing updates.

Any pricing promotions, General Price Reduction, or Per Transaction Multiple Unit Discount offered by Contractor or its Fulfillment Agents must be offered to an OETC Member on the OETC Contract.

Only General Price Reduction price decreases will apply to all subsequent OETC Member orders.

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.

3. **Maintaining Product and Price Schedule.** All pricing 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.

It is the responsibility of the Contractor to maintain an accurate price list for the lifetime of the contract including marking existing products as discontinued and submitting a complete and accurate price list every six months, or more frequently if needed.

4. **Price Increases.** Pricing of base lease rates under any Schedule entered into between Contractor (as Lessor) and an OETC Member (as Lessee) will not be increased more than 3% over a single calendar year, and increases must be approved by the Consortium Contract Administrator prior to taking effect. Notwithstanding the foregoing, as outlined in Contractor's response to OETC contract # OETC-15R-Leasing, lease rates are subject to adjustment based on increases in Treasury Note yields or Interest Rate Swap yields. (See Appendix I [Sample Lease Proposal] to Contractor's response to OETC contract # OETC-15R-Leasing).
5. **Discontinued Items.** All changes to the price list must be submitted 30 days prior to taking effect. Discontinued items must be marked on the OETC Pricing Template and submitted to [help@oetc.org](mailto:help@oetc.org) to be removed from the contract. If an OETC member purchases a product that is no longer available, but was not designated so by the Contractor, it will be the responsibility of the Contractor to ship an equivalent or better product at the price of the purchased, discontinued product.
6. **Adding New Products.** Contractor may make model changes, add new products, and product upgrades or services using the Pricing Template. The pricing for these changes shall incorporate comparable pricing discount levels approved by the OETC Contract Administrator for similar Products and Services.

These products and services may be added to the awarded contract at the percentage off of MSRP originally bid, or at a greater discount or in accordance with the individual item discounts for items replacing discontinued items

7. **Travel costs.** If applicable, for any on-site services within the metropolitan areas of the contiguous 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.

## D. Payment Terms and Options

### Payment Terms and Options Between OETC and Contractor

1. **Payment Terms.** All purchase orders received by OETC or its members will be on Net 30 terms unless otherwise agreed upon.
2. **Leasing.** Individual OETC Members may enter into lease agreements for the products covered in this Contract if they have the legal authority to enter into these types of agreements.

### Payment Terms and Options Between Contractor (As Lessor) and OETC Member (As Lessee)

For the avoidance of any doubt, notwithstanding anything contained in this Agreement to the contrary, the payment terms [under any contract resulting from the OETC contract # OETC-15R-Leasing and entered into between Insight Investments, LLC (as Lessor) and an OETC Member (as Lessee)], shall be as set forth in the Master Lease Agreement (see Appendix to Contractor's response to OETC contract # OETC-15R-Leasing), Section No. 3 (Rent, Non Appropriation and Overdue Rate).

## E. Delivery and Returns

1. **Freight on Board.** All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor as long as the Contractor designates the carrier, until delivery to the identified ship-to address, when responsibility shall pass to the OETC Member except as to latent defects, fraud and Contractor's warranty obligations.
2. **Invoice with shipment.** Vendors may not submit an invoice for payment until the order is fulfilled either electronically or FOB.
3. **Shipping costs.** All items must be bid Freight On Board Destination (hereinafter FOB). This does not include hardware items being shipped to Alaska or Hawaii. Actual shipping costs will apply to items shipped Alaska or Hawaii.
4. **Risk of Loss.** For any contract resulting from the OETC Contract # OETC-15R-Leasing and entered into between Insight Investments, LLC (as Lessor) and an OETC Member (as Lessee), the Risk of Loss shall be as set forth in the Master Lease Agreement (see Appendix to Contractor's response to OETC contract # OETC-15R-Leasing), Section No.10.
5. **Returns.** Any pre-acceptance equipment return provisions are solely subject to the manufacturer's' terms and conditions.

6. **Restocking Fees.** No restocking fees are permitted on any returns, defective or otherwise.
7. **Failure to fulfill.** If a product is purchased by an OETC member from a valid price list and cannot be fulfilled for any reason by the Contractor or its designated Fulfillment Agents, an equivalent or better product will be substituted at no-additional cost to the OETC Member.

## **F. Amendments, Scope and Termination**

1. **Indemnification.** Any indemnification provision (if any) in any lease contract resulting from the OETC contract # OETC-15R-Leasing between Contractor (as Lessor) and OETC Member (as Lessee) will be set forth in such contract between Lessor and Lessee .
2. **Cancellation as between OETC and Contractor only.** OETC may cancel this Contract for a failure to perform or uphold any of the terms and conditions outlined in this agreement. Additionally OETC may cancel a contract if the consortium's cumulative annual sales are less than \$100,000 per calendar year. 1. Notwithstanding the cancellation of this Contract between OETC and Contractor, the parties obligations in this Contract that by their meaning or intent should survive the expiration or termination of this Contract, shall remain in full force and effect with respect to any contract awarded pursuant to this Contract [any lease contract resulting from the OETC contract # OETC-15R-Leasing between Contractor (as Lessor) and OETC Member (as Lessee)].

Notwithstanding anything to the contrary contained in this Agreement, any contract resulting from the OETC contract # OETC-15R-Leasing is non-cancellable, pursuant to the terms and conditions of the Master Lease Agreement (see Appendix to Contractor's response to OETC contract # OETC-15R-Leasing) entered into between the parties.

3. **Amendments.** Contract amendments (as between OETC and Contractor only) 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.
4. **Scope of Agreement.** This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the terms and conditions for any contract resulting from the OETC RFP # Leasing-15R shall be as set forth in the Master Lease Agreement (see Appendix to Contractor's response to OETC RFP # Leasing-15R) entered into between Insight Investments, LLC (as Lessor) and an OETC Member (as Lessee), and any Schedule written thereto.

5. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then such party shall give

notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Notwithstanding anything to the contrary contained in this Agreement, the OETC Member (as Lessee) under any contract resulting from the OETC RFP # Leasing-15R, is required to pay Rent to Contractor (as Lessor) and such obligations are unconditional, non-cancellable, etc. pursuant to the terms and conditions of the Master Lease Agreement (see Appendix to Contractor's response to OETC RFP # Leasing-15R) entered into between the parties.

6. **Severability.** If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both OETC and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

## VI. Definitions

1. **Administrative Fee.** The fee paid by Contractor with awarded contracts to OETC to fund the total cost of the OETC consortium.
2. **Contractor.** The organization or entity who wins an RFP and signs a contract with OETC. Contractor is responsible for all terms and conditions set forth in this agreement.
3. **Contract.** The complete agreement, as between OETC and Contractor only, including the RFP, any additional terms and conditions and negotiated items.
4. **FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.
5. **FOB Inside Delivery.** Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.
6. **Force Majeure.** Acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the OETC's Member states or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
7. **Fulfillment Agent.** A designee by the Contractor to take orders on behalf of the Contract Holder. Often if the contract holder is a manufacturer, the manufacturer names channel partners as its fulfillment agents. These can be modified throughout the life of the contract.
8. **General Price Reduction.** General price reductions are submitted on OETC's Price Template and apply to all OETC members for any and all quantities.
9. **Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.
10. **Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by an OETC Member.



11. **Premium Savings SKU.** Deeply discounted standard configurations available to Purchasing Entities using the OETC Contract. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. OETC reserves the right to expand and modify the PSP throughout the life of the contract.
12. **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 a the Contract Awardee that issues an order against the Contract and becomes financially committed to the purchase.
13. **Warranty.** The Manufacturers general warranty tied to the product at the time of purchase. 1. For the avoidance of any doubt, notwithstanding anything contained in this Agreement to the contrary, Contractor is not the manufacturer of any products or services. Contractor, as Lessor (under any lease contract resulting from the OETC RFP # Leasing-15R), will, to the extent possible, assign any manufacturer warranties relating to the products or services to OETC Member.

## VII. Attachments

Attachment A: Pricing Proposal

Attachment B: Fulfillment Agents

Attachment C: Suspension and Debarment Certification

## VIII. Contract Signature Page

The undersigned hereby agrees to the specifications, terms and conditions of this request for proposals.

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.

### Contractor

Insight Investments, LLC

Christopher Czaja

Name

CFO

Title

Signature

Date

2/4/16

### Organization for Educational Technology and Curriculum

OETC

DBA

Thomas Richards

Name

Executive Director

Title

Signature

February 4, 2016

Date



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## Contract Renewal

<b>Contract Number:</b>	OETC-15R-Leasing
<b>Effective Date:</b>	January 15, 2019
<b>Term:</b>	One (1) Year

This Contract Extension Agreement ("Extension") is between Organization for Educational Technology and Curriculum ("OETC") located at 471 High Street SE, Suite 10, Salem, Oregon 97301 and Insight Investments, LLC located at 611 Anton Blvd Suite 700 Costa Mesa, CA 92626 (collectively, the "Parties").

OETC entered into a contract with Insight Investments for three (3) years, from January 15, 2016 to January 15, 2019, with an option to renew the contract for up to three (3) additional years.

Pursuant to the contract OETC hereby exercises its option to renew the contract for one (1) year from January 15, 2019 to January 14, 2020.

**OETC**

  
Zach Jensen, Contracts Manager

December 18, 2018  
Date

**Insight Investments**

  
  
12/18/18  
Date



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## Contract Renewal

**Contract Number:** OETC-15R-Leasing-Insight

**Effective Date:** March 26, 2019

**Termination Date:** December 31, 2024

This Contract Extension Agreement ("Extension") is between the Organization for Educational Technology and Curriculum ("OETC") located at 471 High Street SE, Suite 10, Salem, OR 97301 and Insight Investments, LLC located at 611 Anton Blvd. Suite 700 Costa Mesa, CA 92626 (collectively, the "Parties").

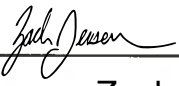
OETC entered into a contract with Insight Investments for three (3) years, from January 15, 2016 to January 15, 2018, with an option to renew the contract for up to three (3) additional years.

OETC and Insight executed a Contract Renewal with an effective date of January 15, 2019. Such Contract Renewal extended Contract OETC-15R-Leasing-Insight through January 14, 2020.

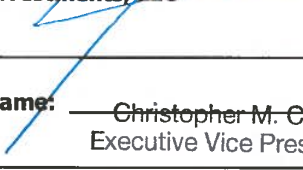
In order to provide full contract protection to OETC's Members through 2024, a contract extension through December 31, 2024 is requested by way of this agreement.

### ACCEPTED AND AGREED TO:

**OETC**

**By:**   
**Printed Name:** Zach Jensen  
**Title:** Contracts Manager  
**Date:** 5-6-19

**Insight Investments, LLC**

**By:**   
**Printed Name:** Christopher M. Czaja  
**Title:** Executive Vice President  
**Date:** 5-3-19

Lease Rates		Monthly Lease Rates			
Manufacturer	Equipment Description				
		24 Months	36 Months	48 Months	60 Months
Dell, HP, Lenovo	Accessories	0.03923	0.02694	0.02219	0.01897
Apple	iPad	0.03734	0.02718	0.02219	0.01897
Apple	MacBook	0.03651	0.02649	0.02219	0.01897
Apple	iMac	0.03791	0.02694	0.02219	0.01897
Dell, HP, Lenovo	Intel Based Servers - Blades	0.03923	0.02785	0.02243	0.01905
Dell, HP, Lenovo	Intel Based Servers - Rack	0.03826	0.02688	0.02145	0.01843
EMC, IBM, NetApp,	Storage Solutions	0.03919	0.02785	0.02232	0.01885
PureStorage, Pivot3	Storage Solutions	0.03835	0.02876	0.02337	0.01924
Cisco	Routers, Switches, Firewalls, and WAP	0.03438	0.02422	0.02011	0.01731
Juniper	Routers, Switches, Firewalls, and WAP	0.03703	0.02633	0.02103	0.01866
Aruba, Fortinet, Ruckus, Aerohive	Routers, Switches, Firewalls, and WAP	0.03703	0.02701	0.02131	0.01866
Fortinet, Ruckus, Aerohive	Firewalls and WAP	0.03923	0.02785	0.02219	0.01885
Software and Softcosts	Software and Maintenance	0.04496	0.03088	0.02384	0.01962
Miscellaneous	Network Appliances	0.03923	0.02785	0.02219	0.01885
Miscellaneous	Printers, LaserJet Printers, InkJet Printers	0.04099	0.02875	0.02288	0.01904
Miscellaneous	Scanners	0.04335	0.02875	0.02288	0.01904
Asus	Chromebooks	0.04055	0.02875	0.02267	0.01924
All	Projectors and audio/visual	0.03923	0.02694	0.02219	0.01897
All	Security cameras	0.03845	0.02716	0.02195	0.01857
Cisco, Avaya	Voice Over IP	0.03583	0.02537	0.02065	0.01785