



oetc.org (503) 625-0501
 14145 SW Galbreath Drive (800) 650-8250
 Sherwood, Oregon 97140 Fax: (503) 625-0504

Cooperative Contract

#OETC14-R001C-MicroK12

1. Contracting Parties

This Joint Cooperative Contract is between the public members of the Organization for Educational Technology and Curriculum (hereinafter "OETC"), with its principle place of business at 14145 SW Galbreath Drive, Sherwood, Oregon 97140 and the following Contractor:

Contractor Information

<u>Micro K12</u> Company Name	<u>12631 Beverly Park Rd</u> Street Address
<u>91-1176669</u> Tax Identifier	<u>Lynnwood, WA 98087</u> City, State Zip

Main Contact

<u>Lori Humphreys</u> Name	<u>425-778-7337</u> Phone Number
<u>orders@microk12.com</u> Email	<u></u> Fax Number

2. Contract Details

Effective Date: May 1, 2014
Termination Date: 3 years from "Effective Date"
Renewal options (if any): Three years maximum
Pricing: See Exhibit B – Pricing (attached)
Payment Terms: Net 30
Days Required for Delivery: Shipped within 30 Days after receipt of order
Minimum Order: None
Freight Terms: F.O.B. Destination – Freight Prepaid
Administrative Fee: Varies - see pricing attachment

1. Contracting Parties.....	1
2. Contract Details.....	1
3. General Terms and Conditions	3
4. Definitions:	8
5. Signature Page	9
6. Exhibit B - Pricing	9

3. General Terms and Conditions

3.1. Manufacturer Product Line(s)

This contract authorizes the Contractor to provide the following manufacturer's product line: **Chromebooks (Acer, Lenovo, Samsung, Toshiba, HP), Hapara, DisplayNote, Google (Admin Console)**. No other equipment or maintenance will be covered under this contract, unless identified in an amendment to the contract.

3.2. The OETC Contract Manager

Thomas Richards	Email: contracts@oetc.org
Executive Director	Voice: (503) 625-0501
14145 SW Galbreath Drive	Fax: (503) 625-0504
Sherwood, Oregon 97140	

3.3. Quantity Estimates

The OETC and its Membership do not guarantee to purchase any amount under this Agreement.

3.4. Contractor Requirements

3.4.1. Contractor Responsibility

Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Contract. Without diminishing the foregoing, Contractor may authorize one or more of its Fulfillment Partners, as defined in this Agreement, Appendix C, to directly fulfill any of its responsibilities under this Agreement. References in this Contract to the "Contractor" shall be understood to refer to its respective Fulfillment Partners as authorized in Appendix C

The purchasing Member will issue purchase orders and make payments to the OETC. The OETC shall make purchases and payments to the Contractor. Contractor may apply for exceptions to this fulfillment arrangement with the OETC contact

3.4.2. Fulfillment Partners

If Contractor utilizes Fulfillment Partners, the Contractor must authorize the Fulfillment Partners by listing them on Exhibit C. A list of the Fulfillment Partners authorized under Exhibit C will be posted on the OETC Website at www.oetc.org. This list will be updated as changes are made during the contract term.

Fulfillment Partners must at all times be qualified and authorized by Contractor in order to participate under this Contract. Fulfillment Partners are authorized by Contractor to fulfill any requirements under this Contract and are further subject to reasonable approval of the OETC.

3.4.3. Pricing

Contractor certifies the pricing outlined in Exhibit B with the inclusion of the OETC administrative fee is the lowest possible price available to OETC members.

3.4.4. The OETC Administration Fee

The OETC accepts purchase orders and payment from its Members. The OETC then issues purchase orders and remits payment to the Contractor or its Fulfillment Partners for the Member's purchase price less the OETC's administrative fee as outlined in §2 of this Contract.

The Contractor may apply for a fee reduction or alternative payment means by contacting the OETC Contract Administrator. Sole discretion for whether or not to grant a fee reduction request lies with the OETC Contract Administrator.

The administration fee is calculated by multiplying the administrative fee against each line item's price after all applicable discounts. The item is then purchased by the OETC for the net purchase price less the administrative fee percentage.

3.4.5. Website Development and Maintenance

Contractor must maintain a website that outlines the contract basics (product lines, expiration, basic OETC information) and directs visitors to the appropriate product listing page at <http://store.oetc.org>

3.4.6. Rollout and Marketing

Contractor shall conduct a marketing effort. This effort shall include any marketing conditions proposed in the response to the RFP. All marketing materials must include the OETC logo supplied in the marketing pack. Use of the OETC logo must follow the OETC's marketing guidelines also supplied in the marketing pack.

3.4.7. Contractor's Scope of Equipment and Services

Contractor may only fill contract orders with Members from the scope of equipment and services under this Contract. Any sale made under this Contract by the Contractor of equipment, products or services not explicitly covered by the original or hereafter updated or amended by the parties, may result in contract termination for cause.

3.4.8. E-Rate Requirement

If applicable Contractor must participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. The Contractor's participation and implementation of this program must not include any service or administration fee.

3.4.9. Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner and in the format proscribed in Appendix B – Pricing (XLS) and in accordance with the discount specified in Exhibit B.

Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list product category and its discount.

The Contractor shall provide at least 30 days notice to the OETC for all price increase and product removal before they take effect. The Contractor must also honor existing purchase orders not yet fulfilled.

3.4.10. OETC Member-State Coverage

Contractor or its Fulfillment Partner designees will serve all members of the OETC.

3.5. Term and Cancellation

3.5.1. Term

This Agreement shall commence on the Effective Date and continue thereafter through the Termination Date (the "Initial Term"), unless sooner terminated, as provided in this Agreement. The Agreement may be extended and amended after the initial Term upon mutual written agreement by the parties prior to the expiration of any then current term. The Agreement is renewable on a bi-annual or annual basis, up to a maximum of four total renewals years (contract potential is 7 years, including all renewal options).

3.5.2. Termination for Convenience

The Agreement: Either party may terminate this Agreement for convenience at any time by providing the other party with at least one hundred twenty (120) calendar days' written notice prior to the effective date of the cancellation. The termination date specified in the notice shall be on or after the first anniversary of the Effective Date of the initial contract term. The Agreement shall automatically terminate at the end of the period for which notice is given.

Any cancellation under this provision shall not affect the rights and obligations of either party attending orders outstanding at the time of cancellation, e.g., any right of rights of Contractor payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any prior order.

3.5.3. Termination for Default

The OETC or Contractor may terminate this Agreement if either party breaches the terms of the Agreement as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, and (b) sixty (60) calendar days after providing written notice to the breaching party if the breaching party otherwise fails to cure a material breach within such sixty (60) calendar day period or commence cure within such sixty (60) calendar day period or diligently pursue completion of such cure.

3.5.4. Validity of Orders

The parties agree that if a purchasing Member places a firm Order prior to the expiration or termination of this Agreement, which by its terms would extend beyond the expiration or termination of this Agreement, and Contractor has accepted such Purchase Order(s) prior to the expiration or termination of the Agreement, then any such Purchase Order(s) (i) shall remain in effect and be governed by the terms and conditions of this Agreement, and (ii) shall survive expiration of this Agreement in accordance with the terms herein but will not be considered an extension of the term of the Agreement nor a renewal thereof. No orders placed after expiration or termination of this Agreement shall be valid.

3.6. Compliance With Laws And Regulations

The respective party's performance under this Contract shall comply fully with all applicable Federal and State laws and regulations (including, but not limited to, any hazardous chemical laws and regulations) to the extent they are applicable to the Products and/or Services provided under this Contract. In the event Contractor fails to comply with such requirements, Member's sole and exclusive remedy shall be payment by Contractor of any liens imposed on Member by the party entitled to enforce such laws due to Contractor's failure to comply.

3.7. Governing Laws

This Agreement and disputes hereunder solely between the OETC acting on behalf of its Membership and Contractor shall be construed in accordance with the laws of the State of Oregon, or the Member State bringing suit.

3.8. Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be null and void and shall be deemed deleted from this Agreement. The remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision that is deemed deleted. Notwithstanding the foregoing, if this paragraph becomes applicable, and, as a result, the value of this Agreement is materially impaired for either party, as determined by the affected party in its reasonable discretion, then the affected party may declare the Agreement terminated upon thirty (30) days written notice to the other party.

3.9. Force Majeure

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including, without limitation, acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers. The obligations and rights of the excused party shall be extended on a day-by-day basis for the time period equal to the period of the excusable delay. When payments are delayed solely due to a force majeure event, late fees with respect to such payment will not accrue during the period of such force majeure event.

3.9.1. Firm Price Discount

The pricing discounts set forth in Exhibit B - Pricing applies to purchases made under the terms and conditions set forth in this document and are firm for the stated Contract term. The pricing discounts will be applied against Contractor's then current, Education Price List at the time of acceptance of the Purchase Order by Contractor to determine the net price to be paid by the OETC and the OETC Member for Products and Services under this Agreement.

Fulfillment Partners are required to sell Products or Services at not less than the stated pricing discounts set forth in this Agreement, and may offer additional incremental discounts, in their sole discretion.

Additional discounts given by Contractor or its Fulfillment Partners to any single OETC Member are valid to all OETC Members for the same terms, conditions, quantities and commitments by original OETC Member for a two week period after original purchase order is accepted by Contractor or its Fulfillment Partner.

To the extent that a Member proposes additional requirements or a change to the stated terms and conditions set forth in this Agreement, both Contractor and the Member shall mutually agree to such change in writing in a separate addendum. However, the Contractor reserves the right, as a condition of giving its consent, to require a modification of the pricing discounts stated herein to reflect potential additional costs, obligations, risks or liabilities associated such additional terms for Contractor.

3.10. Conflict Of Interest

The contractor certifies that it has not offered or given any gift or compensation prohibited by state laws of any OETC Member to any officer or employee of the OETC to secure favorable treatment with respect to entering into this Agreement.

4. Definitions:

This section contains definitions that are used throughout this Agreement.

“Contractor” shall mean awarded respondent, its employees, and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Agreement authorized by and on behalf of Contractor. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“Contractor Main Contact” shall mean the person designated by Contractor to answer all contract inquiries, provide all pricing updates, and maintain other contract Exhibits.

“Education Price List” shall mean the manufacturer’s suggested retail price for the education channel. If a manufacturer does not have an education price list, then the non-education price list shall be used for the discount calculation.

“Effective Date” (OETC Master Agreement)— shall mean the date of execution and signature by both Contractor and the OETC, acting on behalf of and with the intent to bind the OETC membership pursuant to its authority as the member’s agent.

“Equipment” shall mean tangible hardware offerings incorporated within the scope of this Agreement and associated with communications as listed on Appendix A, Exhibit A.

“Fulfillment Partner” (also referred to as “Reseller”) shall mean a third party contractor qualified and authorized by Contractor, and approved by the OETC, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Agreement including but not limited to providing Products and Services under this Agreement at the Prices established in this Agreement. Contractor may, upon written notice to the OETC, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Agreement or to bind Contractor to any additional terms and conditions.

“Member” or **“OETC Member”** shall mean any public, accredited organization having good standing with the OETC.

“Membership” or **“OETC Membership”** shall mean the entire OETC membership as represented by the OETC.

“Price” shall mean charges, costs, rates, and/or fees charged with the addition of the OETC Administrative Fee for the Products and Services under this Contract to the and shall be paid in United States dollars by the OETC members.

“FOB” shall mean Freight on Board with cost of shipping to the Member’s door included and paid by Contractor or its Fulfillment Partners.

“Contract Manager” shall mean the individual designated as the contract manager by the OETC, as responsible for the legal maintenance and administration of this Agreement, notices, reports and any other pertinent documentation or information.

5. Signature Page

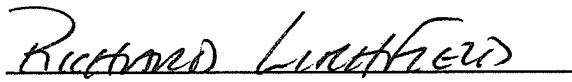
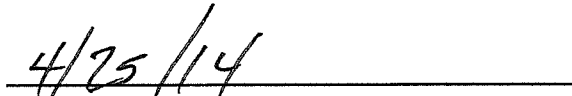
Documents incorporated into this contract by reference but not attached:

1. OETC RFP# Chromebooks-RFP-2014
2. All other governmental laws or regulations applicable to the Products and/or Services authorized for the purchasing under this contract
3. Oregon State Code and Administrative Rules

This contract, including the above-reference Exhibits, Attachments and Appendices, constitutes the Complete Agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the parties.

In witness whereof, the parties sign and cause this contract to be executed.

Micro K12


Signature
Type or Print name and Title
Date

OETC



Thomas Richards
Executive Director, OETC

April 25, 2014
Date

6. Exhibit B - Pricing

See attached XLS document title "OETC14-R001C-Exhibits"



471 High Street SE
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Salem, Oregon 97301

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Contract Extension

Contract Number: OETC14-R001C-MicroK12

Effective Date: May 1, 2017

Term: 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 MicroK12, located at 12631 Beverly Park Road, Lynnwood, WA 98087 (collectively, the “Parties”).

Pursuant to the terms in contract OETC14-R001C-MicroK12, OETC hereby exercises its option to renew the contract for TERM May 1, 2017 to April 30, 2018. All other terms and conditions remain the same.

OETC

MicroK12

Thomas Richards, Executive Director

April 05, 2017

Date

4/7/17

Date



471 High Street SE
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Salem, Oregon 97301

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(800) 650-8250
Fax: (503) 625-0504

Contract Extension

Contract Number: OETC14-R001C-MicroK12

Effective Date: May 31, 2018

Term: Two (2) Years

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 MicroK12, located at 12631 Beverly Park Road, Lynnwood, WA 98087 (collectively, the "Parties").

Pursuant to the terms in contract OETC14-R001C-MicroK12, OETC hereby exercises its option to renew the contract from May 31, 2018 to May 30, 2020. All other terms and conditions remain the same.

OETC

MicroK12

Thomas Richards, Executive Director

May 23, 2018

Date

5/23/2018

Date