



# Recitals

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

# Intent and Purpose

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide 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.

# 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.

# Terms and Conditions

## Order of Precedence

1. Terms and Conditions of this Agreement
2. Exhibits and amendments to this Agreement.
3. Contractor's proposal including a best and final offer if applicable.

# 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 prices contained in the Attachment A, or any subsequent pricing updates agreed on in writing by OETC and the Contractor.

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.

General Price Reduction price decreases will apply to all subsequent OETC Member orders during the period of time that such reduction is offered by Contractor. If pricing is found to not be the lowest possible price for OETC 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. **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.

5. **Adding New Products.** Contractor may make model changes, add new products, and/or product upgrades using the Pricing Template. The pricing for these changes shall incorporate comparable pricing discount levels approved by the OETC Contract Administrator for similar Products.

These products 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.

6. **Travel costs.** On-site services are excluded from this agreement.

## Payment Terms and Options

1. **Payment Terms.** All purchase orders provided by OETC or its members will be on Net 30 terms unless otherwise agreed upon in writing with Contractor's Fulfillment Agent(s).
2. **Leasing.** Individual OETC Members may enter into lease agreements with third parties for the products covered in this Contract if they have the legal authority to enter into these types of agreements and the Contractor's Fulfillment Agent is fully paid by the leasing company upon the signing of the lease agreement.

## Delivery and Returns

1. **Freight on Board.** Except for deliveries to Alaska or Hawaii, 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 Contractor's Fulfillment Agent. Responsibility and liability for loss or damage shall remain with the Contractor's Fulfillment Agent as long as the Contractor's Fulfillment Agent 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. **Delivery.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless Fulfillment Agent quotes otherwise to the OETC Member.
5. **Risk of Loss.** Whenever an OETC Member does not accept product due to missing, damaged, defective, incorrect order the Contractor is responsible for the return shipping cost of returned product under an RMA issued by Contractor. The contractor shall bear risk of loss or damage during shipment with respect to returned product due to missing, damaged, defective or incorrect order, except for loss or damage directly attributable to the negligence of the OETC Member. The sole remedy hereunder shall be Contractor's shipment of a replacement product to the OETC Member.
6. **Warranty Returns.** Except for the returns allowed under Section 5, no other returns for credit will be accepted. Product returns pursuant to Contractor's applicable standard product warranty at [www.planar.com/support](http://www.planar.com/support) shall be accepted only under an RMA issued by Contractor. .
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, Contractor will, at Contractor's sole option, provide a refund or an equivalent or better product will be substituted at no additional cost to the OETC Member.

## Amendments, Scope and Termination

1. **Limitation of Liability.** To the greatest extent allowed by applicable law, neither party will be liable for any consequential, incidental, indirect, special, exemplary, statutory or punitive damages arising under or in any way relating to this agreement or the products, including but not limited to claims based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other equipment, environmental damage, increased expenses, replacement equipment, whether or not such claims are based on contract, tort (including negligence and strict liability), statute, equity or otherwise. Planar's maximum liability under or in any way relating to this agreement and the products will not exceed the

amount Planar has received for the products that are the subject of the claims and upon which such liability is based.

2. **Cancellation.** 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.
3. **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.
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.
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.
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.

## 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 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. **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 Contract Awardee that issues an order against the Contract and becomes financially committed to the purchase.
12. **Warranty.** The Contractor's published product warranty tied to the product at the time of purchase.

## Attachments

Attachment A: Pricing Proposal

Attachment B: Fulfillment Agents

Attachment C: Suspension and Debarment Certification

# 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, and is in all respects fair and without collusion or fraud.

## Contractor

## Organization for Educational Technology and Curriculum

\_\_\_\_\_  
Planar Systems, Inc.

OETC  
DBA

Paula Holm Jensen  
Name

Thomas Richards  
Name

General Counsel  
Title

Executive Director  
Title

  
Signature

  
Signature

4/12/2016  
Date

April 13, 2016  
Date

Brand	Size	Resolution	EPEAT	UL Certified	Rated Time	Warranty Coverage	Price
PLANAR SL4351	43"	1920 X 1080	NO	FCC Class B, cTUVus, CE	18 X 7	3 YEARS	\$723.04
PLANAR SL4851	48"	1920 X 1080	NO	FCC Class B, cTUVus, CE	18 X 7	3 YEARS	\$863.61
PLANAR SL5551	55"	1920 X 1080	NO	FCC Class B, cTUVus, CE	18 X 7	3 YEARS	\$1,234.69
PLANAR PS4652	46"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$1,534.87
PLANAR PS5552	55"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$2,121.95
PLANAR PS6552	65"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$3,405.70
PLANAR PS7050	70"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$4,498.36
PLANAR PS8250	82"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$8,379.68
PLANAR EP5814K	58"	3840 X 1060	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$4,193.94
PLANAR EP6514K	65"	3840 X 1060	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$5,667.13
PLANAR UR8450	84"	3840 X 1060	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$12,367.07
PLANAR UR9850	98"	3840 X 1060	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$30,456.88

PLANAR PCT3285PW	32"	1920 X 1080	NO	FCC Class B, cTUVus, CE	18 X 7	3 YEARS	\$736.45
PLANAR PS4661T	46"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$3,530.99
PLANAR PS5561T	55"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$4,650.39
PLANAR PS7050T	70"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$5,135.11
PLANAR PS8250T	82"	1920 X 1080	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$9,289.33
PLANAR UR8450LX-ERO-B-T	84"	3840 X 2160	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$18,310.07
PLANAR UR9850-ERO-B-T	98"	3840 X 2160	NO	FCC Class B, cTUVus, CE	24 X 7	3 YEARS	\$38,946.88

		% of off MSRP			
Manufacturer	Category	Single Unit	\$100,000-\$499,999	\$500,000-\$999,999	\$1,000,000+
PLANAR	FLAT F	9%	11%	13%	15%
PLANAR	FLAT F	15%	17%	20%	25%
PLANAR	INTER	9%	11%	13%	15%
PLANAR	INTER	15%	17%	20%	25%

# Attachment B: Fulfillment Agent

## A. Company Information

Compview

Company Name

10035 SW Arctic Dr

Street

Beaverton OR 97005

City, State Zip

## B. Sales and Support Contact

Brad Thomas

Name

General Manager

Title

Bthomas@CompView.com

Email

(503) 641-8439

Phone Number

## C. Remit To / Payment Contact

Brad Thomas (TBD)

Name

General Manager

Title

Bthomas@CompView.com

Email

(503) 641-8439

Phone Number

Allowed Territories

All states except Alaska



oetc.org  
14145 SW Galbreath Drive  
Sherwood, Oregon 97140

(503) 625-0501  
(800) 650-8250  
Fax: (503) 625-0504

# Attachment C: Suspension and Debarment Certification

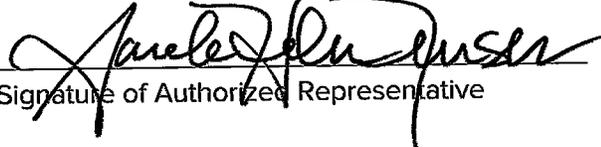
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S.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

1. The proposer certifies to the best of its knowledge and believe that it and its principals:
  - 1.1. Are not presently debarred, suspended, proposed for disbarment, 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 proposer is unable to certify to any of the statements in this certification, propers shall attach an explanation to this proposal.

Business Name: Planar Systems, Inc.

Date: 4/12/2016

By: Paula Holm Jensen, General Counsel  
Name and Title of Authorized Representative

  
Signature of Authorized Representative



471 High Street SE  
Suite 10  
Salem, Oregon 97301

oetc.org  
(800) 650-8250  
Fax: (503) 625-0504

## Contract Extension

**Contract Number:** OETC-15R-ClassroomVisual

**Effective Date:** March 24, 2018

**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 Planar, located at 1195 NW Compton Drive Beaverton, OR 97006 (collectively, the “Parties”).

Pursuant to the terms in contract OETC-15R-ClassroomVisual, OETC hereby exercises its option to renew the contract from March 24, 2018 to March 23, 2019. All other terms and conditions remain the same.

**OETC**

**Planar**

Thomas Richards, Executive Director

July 03, 2018

Date

July 31 2018

Date