



OETC Volume Price Agreement: #15-02R-Schoology

This Agreement is made and entered into by the Organization for Educational Technology and Curriculum, 14145 SW Galbreath Drive, Sherwood, Oregon 97140 ("OETC") and Schoology

Contractor Information

Schoology
Company Name

115 West 30th Street, 10th Floor
Street Address

26 -0808340
Tax Identifier

New York, NY 10017
City, State ZIP

Contract Details

Effective Date: August 1, 2015

Termination Date: August 1, 2018

Renewal Options: Three (3) one-year (1) renewals

Pricing: See Attachment G

Payment Terms: Net 30, or negotiable by agreement of parties

Days Required for Delivery: Variable.

Minimum Order: None

Freight Terms: F.O.B. Freight Pre-Paid where applicable

Administrative Fee: 5%

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, 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

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 years.

Order of Precedence

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.

General Terms and Conditions

1. **Administrative Fee Calculation.** The pricing in Attachment G shall include OETC's administrative fee.
2. **Lowest Possible Price.** The Contract Awardee agrees that the price offered to OETC members (including the Administrative Fee) is the lowest price offered by the proposer to the members of the OETC.

OETC Members shall pay the lower of the prices contained in the RFP or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Standard Configuration price or Per Transaction Multiple Unit Discount. OETC reserves the right to review at any time the pricing of this agreement.

If pricing is found to not be the lowest possible price for Consortium Members, this agreement may be immediately suspended, re-bid, or pricing adjusted to affirm this requirement.

3. **Maintaining Product and Price List.** 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 Contract Awardee 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.

6. **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 Update template and submitted to the OETC to be removed from the contract. If a member of the OETC purchases a product that is no longer available, but was not designated so by the awarded proposer, it will be the responsibility of the proposer to ship an equivalent or better product at the price of the purchased, discontinued product.
7. **Adding New Products.** When a manufacturer creates new models or replaces discontinued ones that were contemplated by the scope of this RFP, they may be added to the awarded contract at the percentage off of MSRP or at a greater discount.
8. **Travel costs.** If applicable, travel costs shall be reasonable.
9. **Payment Terms.** All purchase orders received by OETC or its members will be on Net 30 terms

or greater.

10. **Shipping costs.** All items must be bid Freight On Board Destination (hereinafter FOB). (FOB) meaning shipping is included. This does not include hardware items being shipped to Alaska or Hawaii. Actual shipping costs will apply to items shipped Alaska or Hawaii.
11. **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 Contract Holder or a Fulfillment Agent, an equivalent or better product will be substituted at no-additional cost to the OETC Member.
12. **Invoice with shipment.** Vendors may not submit an invoice for payment until the order is fulfilled either electronically or FOB.
13. **Indemnification.** For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to OETC and its Members, including the OETC's Board of Directors and employees.
14. **Cancellation.** OETC may cancel any contract resulting from this RFP for a Contract Awardee's failure to perform or uphold any of the terms and conditions outlined in this RFP or it's resulting contract. Additionally OETC may cancel a contract resulting from this RFP if the consortium's cumulative annual sales for any contract are less than \$100,000 per calendar year.
15. **Amendments.** Contract amendments shall be negotiated by the 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 the State as required by law.
16. **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.

The parties agree and acknowledge that, subject to the "Order of Precedence" section of this Agreement, the Schoology Subscription Agreement attached hereto as Attachment H is hereby incorporated into this Agreement by reference and each OETC member purchasing any products from Contract Awardee hereunder shall enter into and be bound the terms of such Subscription Agreement.

17. **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

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

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.

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.

Fulfillment Agent. A designee by the Contract Awardee 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.

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

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.

Premium Savings SKU. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. 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.

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.

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 Manufacturers general warranty tied to the product at the time of purchase

Attachments

Attachment D: Fulfillment Agents

Attachment F: Suspension and Debarment Certification

Attachment G: Pricing Proposal

Attachment H: Schoology Master Terms and Conditions

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.

Federal Tax Identifier of Vendor 26-0808340

Schoology, Inc.

Legal Name of Firm or Corporation



Signature of Authorized Representative

Amar Shrivastava

Printed Name of Representative

VP of Finance

Title of Representative

June 26, 2015

Date Signed

Legal Address

115 W 30th Street, 10th Floor

Address Line 1

Address Line 2

New York

City

New York

State

10001

ZIP

Attachment B:

Contract Coordinator

__Amanda Rice_____
Name

Two Penn Plaza, 10th Floor
Street Address

New York, NY 10121
City, State Zip

arice@schoology.com
Email

(212) 213-8333 ext 54
Phone Number

(212) 643 7586
Fax

I am the manufacturer of the products and services in this proposal

I am a vendor of the products and services in this proposal, and I have attached letters from the manufacturers of all proposed items



oetc.org
14145 SW Galbreath Drive
Sherwood, Oregon 97140

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

Attachment D: Fulfillment Agent

A. Company Information

Schoology, Inc
Company Name

2 Penn Plaza, 10th Floor
Street
New York, NY 10121
City, State Zip

B. Sales and Support Contact

Jennifer Strbac
Name
Director
Title

jstrbac@schoology.com
Email
212.213.8333 x77
Phone Number

C. Remit To / Payment Contact

David Pincus
Name
Senior Accountant
Title

billing@schoology.com
Email
212.213.8333 x116
Phone Number

Allowed Territories

All, USA

D. Allowed Purchasers

Place an "X" for each allowed purchaser type.

- | | | | | | | |
|------------------------|-------------------------------------|------|-------------------------------------|------------------|-------------------------------------|-------------------|
| Public Members | <input checked="" type="checkbox"/> | K-12 | <input checked="" type="checkbox"/> | Higher Education | <input checked="" type="checkbox"/> | State Dept. / ESD |
| Private Members | <input checked="" type="checkbox"/> | K-12 | <input checked="" type="checkbox"/> | Higher Education | <input checked="" type="checkbox"/> | Non-Profit |



Attachment F: 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, proposers shall attach an explanation to this proposal.

Business Name: Schoology, Inc

Date: May 28, 2015

By: Jeremy Friedman, Chief Executive Officer
Name and Title of Authorized Representative


Signature of Authorized Representative

Instructions for Certification

1. By signing and submitting this proposal, the proposer 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 proposer shall submit an explanation of why it cannot provide the

Attachment G - Pricing

K-12 Pricing

Number of Students	OETC Price
0–600	\$4250
601–2000	\$8.00 per student
2001–5000	\$7.65 per student
5001–10,000	\$6.80 per student
10,0001–20,000	\$5.95 per student
20,001 and above	\$5.10 per student

K12 Standard Implementation and Training

Number of Students	OETC Member Price
Up to 2,000 students	\$2,125
Up to 5,0000 Students	\$4,675
Up to 15,000 Students	\$10,200
Up to 30,000 Students	\$22,950
Up to 50,000 Students	\$38,250
50,001 Students and above	\$40,000

Higher Education Institutions Pricing

Student FTE	OETC Member Price
Up to 5,000 FTE	\$12.75 per FTE
5001–10,000 FTE	\$11.90 per FTE
15,001–25,000 FTE	\$11.05 per FTE
25,001–40,000	\$10.20 per FTE
40,001 FTE and above	\$8.50 per FTE

Higher Education Standard Implementation and Training

Student FTE	OETC Member Price
Up to 5,000 FTE	\$10,200
Up to 25,000 FTE	\$20,400
Up to 40,000 FTE	\$38,250
40,001 and above	\$38,250



471 High Street SE
Suite 10
Salem, Oregon 97301

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

Contract Extension

Contract Number:	OETC-15-02R-Schoology
Effective Date:	August 2, 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 Schoology, located at ~~415 West 30th St~~, 10th Floor New York, NY ~~10017~~ (collectively, the "Parties").

~~10121~~
2 PENN PLAZA

Pursuant to the terms in contract OETC-15-02R-Schoology, OETC hereby exercises its option to renew the contract from August 2, 2018 to August 1, 2019. All other terms and conditions remain the same.

OETC

Schoology

Thomas Richards, Executive Director

DocuSigned by:
Frank Garafalo
E59E3135C7E8463...

July 23, 2018

Date

8/15/2018

Date