

OETC Volume Price Agreement

OETC-20I-EdTechEffectiveness-LearnPlatform

Section I.

This agreement is made and entered into by the Organization for Educational Technology and Curriculum (OETC), 471 High Street SE, Suite 10-Creekside, Salem, OR 97301 and LearnPlatform, Inc.

A. Contractor Information

LearnPlatform, Inc.
Company Name

517 W. North St.
Street Address

46-4669383
Tax Identifier

Raleigh, NC 27603-1414
City, State ZIP

B. Contract Details

Effective Date:	Date of the last signature on this agreement
Termination Date:	Three years from the effective Date
Renewal Options:	Up to three (3) additional years
Products Awarded:	EdTech Effectiveness Software and Solutions
Payment Terms:	Net 30
Minimum Order:	None
Administrative Fee:	Two Percent (2%)

Section II. Intent and Purpose

The intent and purpose of this agreement is to establish a contractual relationship with LearnPlatform, Inc. to provide, warrant, and offer maintenance services on all products proposed in their response to the ITB issued by OETC on behalf of its public K-20 membership.

The Contractor agrees to take responsibility for the product and pricing updates, warranty and maintenance of all products furnished under this agreement.

Section III. 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.

Section IV. Terms and Conditions

A . General Terms and Conditions.

1. **Contract Coordinator.** The Contract Coordinator identified in Exhibit 1 (Form B) 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 version of Exhibit 1 (Form B) 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 §1B.

For OETC Member orders placed directly with the Contractor, 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 – a template will be supplied during the Contractor's onboarding.

Contractor may apply to the OETC Contract Administrator for a one-time OETC Administrative Fee reduction for large orders with a dollar value over \$1,000,000.

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 and Products.

1. The pricing for Contractors' catalog of goods and services as listed on in the ITB response shall be applicable to all purchases made under this agreement and shall remain firm for the life of the Agreement unless improved to the benefit of the OETC Membership.
2. Supplier is authorized to offer Members (on a case by case basis) enhanced pricing and/or Member-specific agreements or pricing at any time. These enhanced pricing shall be considered part of the OETC contract.
3. Supplier shall not offer OETC members lower pricing by excluding the OETC contract, or by substituting another cooperative contract in its place.
4. **Travel Costs.** If applicable, on-site services pricing shall include travel costs to the metropolitan areas of any OETC member in the contiguous U.S. (e.g., Portland, Seattle, Boise, Spokane, Eugene). Pricing for on-site services outside these areas may be billed at fixed or actual rate. The rate may be negotiated with individual OETC members at the time of sale.

C. Payment Terms and Options

1. Contractor will take orders directly from OETC Members.

D. Amendments, Scope and Termination

1. **Indemnification.** Contractor and its Reseller(s) shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") OETC and its directors, officers, employees, agents, and Members (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 Reseller(s) contained in this Agreement, or
 - b. Any breach or violation of any covenant or other obligation or duty of Contractor or 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. **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. **Entire Agreement.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.
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.

Section V. Definitions

Administrative Fee. The fee paid by Contractor to cover the cost of OETC's internal and external sales and marketing efforts, as well as management of the contract for its entire duration. This includes but is not limited to: customer service, order support, and management of Contractor's page within the OETC Store.

Contractor. The organization or entity who is awarded and signs a contract with OETC. Contractor is responsible for all terms and conditions set forth in this agreement.

Force Majeure. Acts of God, strikes, lockouts, or other industrial disturbances, acts 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; earthquakes; 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.

General Price Reduction. General price reductions are submitted on OETC's Price Template and apply to all OETC members for any and all quantities.

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

MSRP. Manufacturer Suggested Retail Price. If Manufacturer has an MSRP for Education that is lower than standard MSRP, then OETC presumes all references to MSRP refer 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 by OETC's Executive Director, Zach Jensen (zjensen@oetc.org) is the Contract Administrator.

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.

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 OTC member determines restrictions and negotiates terms for services.

Section VI. Attachments

Exhibit 1

- Form A – Contractor Information
- Form B - Contacts
- Category Percent off of MSRP

Attachment A: Suspension and Debarment Certification

Form A - Supplier Information

OETC-20I-EdTechEffectiveness

Please provide the following information about your company:

Name of Company Submitting Bid	LearnPlatform, Inc.
"DBA" name of company (if applicable)	
Company Street Address	517 W. North St.
City, State, Full ZIP Code	Raleigh, NC 27603-1414
Website	www.LearnPlatform.com
Company Phone Number	(844) 944-5327
Company Fax Number	n/a
Name of Company Representative	Jon Doney
Title	VP of Sales
Email Address	jon.doney@learnplatform.com
Telephone number	(425) 418-7397

Please place an "X" next to the status which best describes your situation

Respondent is a manufacturer/service provider that will authorize resellers and/or distributors to fulfill the duties agreed upon by the terms of this contract	<input type="checkbox"/>
Respondent is the sole provider of products and/or services listed in this bid	<input checked="" type="checkbox"/>
Respondent is an authorized reseller or distributor for the products and/or services listed in this bid who has attached letters from the manufacturers of all products and/or curricula for which they have submitted bids	<input type="checkbox"/>

In which states are you authorizing your product(s) / services(s) to be sold? Mark each with an X.
Please note: more than 90% of OETC Members are located in Oregon, Washington, Idaho, Montana, California and Alaska

Alabama	X	Montana	X
Alaska	X	Nebraska	X
Arizona	X	Nevada	X
Arkansas	X	New Hampshire	X
California	X	New Jersey	X
Colorado	X	New Mexico	X
Connecticut	X	New York	X
Delaware	X	North Carolina	X
Florida	X	North Dakota	X
Georgia	X	Ohio	X
Hawaii	X	Oklahoma	X
Idaho	X	Oregon	X
Illinois	X	Pennsylvania	X
Indiana	X	Rhode Island	X
Iowa	X	South Carolina	X
Kansas	X	South Dakota	X
Kentucky	X	Tennessee	X
Louisiana	X	Texas	X
Maine	X	Utah	X
Maryland	X	Vermont	X
Massachusetts	X	Virginia	X
Michigan	X	Washington	X
Minnesota	X	West Virginia	X
Mississippi	X	Wisconsin	X
Missouri	X	Wyoming	X

Form B - Contract Contacts and Local Service Partners
OETC-20I-EdTechEffectiveness

Contact Type	Contact Name	Title	Email Address	Work Phone
Contract Coordinator The person listed here will be the main point of contact for the life of the contract	Kevin Uy	Sales Operations Manager	kevin.uy@learnplatform.com	(504) 655-3662
New Products and Price Changes Contact The person listed here will be the main point of contact in the event you wish to add/remove products from the contract or change any prices	Kevin Uy	Sales Operations Manager	kevin.uy@learnplatform.com	(504) 655-3662
Administrative Fee Contact The person listed here will be the main point of contact for quarterly collection of administrative fees	Michael Mills	VP of Finance	michael.mills@learnplatform.com	(513) 549-3205
Sales Contact The person listed here will be the main point of contact between OETC and your company's sales team	Jon Doney	VP of Sales	jon.doney@learnplatform.com	(425) 418-7397
Marketing Contact The person listed here will be the main point of contact for all marketing and promotions your company wishes to push to OETC's members	Sarah Newlin	Director of Marketing	sarah.newlin@learnplatform.com	(844) 944-5327

Category Percent off of MSRP (Required - see below for further information)*
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Supplier	Product Name	% off Education MSRP	\$100,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000+
LearnPlatform, Inc.	LearnPlatform Subscriptions*	10	as negotiated	as negotiated	as negotiated
*Includes LearnPlatform District Professional License; Schools Module; Request Workflow Module; Provider Management Module; Feedback Module; IMPACT Module. See LearnPlatform Catalog.xlsx for descriptions and pricing.					

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 Supplier 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 Supplier is unable to certify to any of the statements in this certification, Supplier shall attach an explanation to this proposal.

Business Name: **LearnPlatform, Inc.**

Date: 4/13/2020

By: Matt Doherty, COO
Name and Title of Authorized Representative



Signature of Authorized Representative

Section VII. 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 ITB process.

Furthermore, the undersigned certifies conformity 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.

LearnPlatform, Inc.

Karl Rectanus

Name

President & CEO

Title



Signature

June 24, 2020

Date

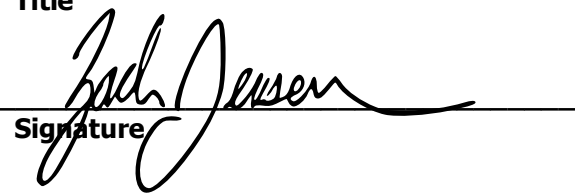
Organization for Educational Technology and Curriculum

Zach Jensen

Name

Contracts Manager

Title



Signature

June 24, 2020

Date