



471 High Street SE  
Suite 10  
Salem, Oregon 97301

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

# OETC-22B-Networking

## *OETC Volume Price Agreement*

*This Contract 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 Fortinet, Inc. (hereinafter "Contractor").*

### I. Contractor Information

Fortinet, Inc.  
**Company Name**

899 Kifer Rd  
**Street Address**

77-0560389  
**Tax Identifier**

Sunnyvale, CA 94086  
**City, State ZIP**

Cyd Stevenson  
**Contract Contact**

cstevenson@fortinet.com  
**Email**

650-804-4690  
**Phone Number**

### II. Contract Details

**Effective Date:** February 8, 2022

**Expiration Date:** February 7, 2025

**Renewal Options:** Three (3) years

**Products Awarded:** Networking products and services

**Payment Terms:** Net 30

**Minimum Order:** No minimum

**Freight Terms:** F.O.B.

**Administrative Fee:** .5% - 1%

**Contractor SPIN Number:** See attached reseller exhibit

### III. Terms and Conditions

#### A. General Terms and Conditions

1. **Term and Termination.** This Contract becomes effective on the Effective Date specified in §II Contract Details. No party shall perform work under this Contract before the effective date. An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through the termination date specified in §II Contract Details.

This Contract may be renewed for up to an additional three years by an amendment signed by both parties.

2. **Cooperative Purchasing.** Pursuant to ORS 279A and the OETC procurement procedures, other public agencies may purchase the awarded goods and services from the awarded Contractor(s), under the terms and conditions of this contract.
3. **Administrative Fee.** The administrative fee is set in § Contract Details.
  - a. Contractor will pay an administrative fee on all sales pursuant to this contract.
  - b. The administrative fee must be included in the line item's sales price, and not presented as a separate line item.
4. **Administrative Fee Sales Report.** The Administrative fee will be based on total contract sales, which must be reported quarterly by the Contractor.
  - a. OETC will provide a template for reporting the sales.
  - b. Each sales report must identify every authorized purchaser by name and its total combined sales amount invoiced during the reporting period.
5. **Contract Sales Report Due Date.** Reports must be submitted electronically within 30 days after the end of the calendar quarter.

For sales invoiced during	Due date
CY Q1 (January / February / March)	April 30
CY Q2 (April / May / June)	July 31
CY Q3 (July / August / September)	October 31
CY Q4 (October / November / December)	January 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

6. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below.
  - a. Terms and Conditions.
  - b. Attached Exhibits.
  - c. Amendments to this Contract signed by both parties.
  - d. d. Customer's purchase order to which Contractor has accepted and agreed to applicable terms and conditions, if any.
7. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of OETC within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). The contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.
8. **Subcontracts and Assignment.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OETC contract administrator.
9. **Resellers Allowed.** The Contractor may assign its fulfillment rights and obligations of this Agreement to one or more resellers.
  - a. Contractor may propose adding or removing resellers throughout the lifetime of this Contract.
  - b. Proposed reseller additions must be approved by OETC's Contract Administrator before taking effect.
10. **Successors in Interest.** This Contract shall bind and convey to the benefit of the parties, their successors, and approved assigns if any.
11. **Delivery.** The prices are the delivered price to any customer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor.

Delivery charges may be added for:

  - a. Shipping to Alaska and Hawaii
  - b. Expedited shipping at the request of the customer

- c. Shipping charges may be charged when the charges, combined with special pricing discounts create overall savings greater than what is required by Exhibit A.
- 12. **Invoice with shipment.** Contractor and its resellers may not submit an invoice for payment until the order is fulfilled either electronically or F.O.B Destination.
- 13. **Leasing.** Individual OETC Members may enter into lease agreements for the products covered in this Contract.
- 14. **Force Majeure.** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, pandemics, and/or war that is beyond that party's reasonable control. Either party may terminate this Contract after determining such delay or default will reasonably prevent the successful performance of the Contract.
- 15. **Compliance with Applicable Law.** For the products and services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 16. **Indemnification.** Contractor shall defend and indemnify OETC, its officers, directors, employees, and agents from and against all third party liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against OETC for any personal injury, or death to persons or damage to tangible personal property (excluding loss of data) caused by the grossly negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance of Services under this Contract. Contractor's indemnification of OETC extends to conditions created by this Contract or based upon a violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to OETC. Contractor's indemnification of OETC shall not apply to damage, injury, or death caused by the negligent actions of OETC, its officers, directors, employees, or agents. OETC must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

The indemnified party (a) shall give the indemnifying party prompt notice of any such third party claim, (b) shall have the right to control the defense or settlement of any third party claim hereunder, and (c) shall reasonably cooperate with the indemnifying party in the defense as the indemnifying party may reasonably request.
- 17. **Governing Law and Venue.**
  - a. For disputes between OETC and Contractor or its reseller partners, this Contract shall be governed by, construed, interpreted and enforced solely in accordance with the laws of the state of Oregon and the venue of any action shall lie in the appropriate federal or state courts located in the state of Oregon.

- b. For disputes between the OETC Member and the Contractor or its reseller partners, this contract shall be governed by, construed, interpreted and enforced solely in accordance with the laws where the OETC member resides.
- 18. **Severability.** Waiver of any default or breach under this Contract by OETC does not constitute a waiver of any subsequent default or a modification of any other provisions of this contract. If any term provision of this contract is declared by court of competent jurisdiction to be legal or in conflict with any law, the validity of 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 contract did not contain the particular term or provision held invalid
- 19. **Survivability.** The following rights and duties of OETC and Contractor will survive the expiration or cancellation of the Contract. These rights and duties include, but are not limited to paragraphs: Indemnification, Governing Law, Jurisdiction and Venue and Admin Fees.
- 20. **Amendments.** Any amendments consents to or waivers of the terms of this Contract must be in writing and signed by both parties.
- 21. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is the final and entire agreement. As the final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 22. **Notices.** If one party is required to give notice to the other under this Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission or email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to OETC shall be addressed as follows:

OETC c/o Contract Administrator  
PO Box 1083  
Salem, Oregon 97301

## **B. Products and Pricing**

- 1. **Price Guarantee and Discounts.**
  - a. Contractor and their assigned resellers (if applicable) certify that the prices offered on this contract conform to the USAC definition for "Lowest Corresponding Price."
  - b. Discounts must remain firm or further increased during the term of this Contract.

- c. At the discretion of the contractor or its resellers, further discounts may be offered on a case-by-case basis to OETC members.
2. **Discontinued Products.** If a product or model is discontinued by the manufacturer, the Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
3. **New Products/Services.** New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract.

## Signature

I have read this Contract and the attached exhibits if any. I certify that I have the authority to sign and enter into this contract on behalf of the party I represent and agree to be bound by its terms.

### Fortinet, Inc.

John Whittle

Name

EVP, General Counsel

Title

DocuSigned by:

*John Whittle*  
25BD448C63DE44D

Signature

2/28/2022

Date

### Organization for Educational Technology and Curriculum

Thomas Richards

Name

Executive Director

Title

*Thomas Richards*

Signature

3/1/2022

Date

DocuSigned by:

  
JL for SS

2/28/2022

## Exhibit 1 - Category Pricing

### OETC-22B-Networking

		OETC Admin Fee for Single Transaction Amounts			
		1%	1%	0.80%	0.50%
Manufacturer	Category	% off of Education MSRP by Single Transaction Amount			
		\$0 - \$99k	\$100k - \$499k	\$500k - \$999k	\$1M+
Fortinet	Wireless Network Equipment - HW	20%	20%	20%	20%
Fortinet	Wireless Network Equipment - SW/ SW Sub	15%	15%	15%	15%
Fortinet	Wired Network Equipment - HW	20%	20%	20%	20%
Fortinet	Wired Network Equipment - SW / SW Sub	15%	15%	15%	15%
Fortinet	Content Distribution Equipment	20%	20%	20%	20%
Fortinet	Support - 12 Month	15%	15%	15%	15%
Fortinet	Support - 36 & 60 Month	20%	20%	20%	20%
Fortinet	Subscriptions	15%	15%	15%	15%
Fortinet	Rack Supplies	0%	0%	0%	0%
Fortinet	UPS / Power Backup	0%	0%	0%	0%
Fortinet	Traffic Manager	0%	0%	0%	0%
Fortinet	Service - IT Engineering services	3%	3%	3%	3%
Fortinet	Service - Installation services	3%	3%	3%	3%
Fortinet	Services - Project Management	3%	3%	3%	3%
Fortinet	Services - Technical Support	3%	3%	3%	3%
Fortinet	Services - Managed Broadband	0%	0%	0%	0%
Fortinet	Cables - CAT 6	0%	0%	0%	0%
Fortinet	Cables - Fiber	0%	0%	0%	0%
Fortinet	Accessories - Patch Panel	0%	0%	0%	0%

## Exhibit 2 - Reseller Information

OETC-22B-Networking

Reseller					
Company Name		Xiologix, LLC			
"DBA" (if applicable)		Xiologix			
Company Street Address		8215 SW Tualatin-Sherwood Rd., Suite 200			
City	Tualatin	State	OR	Zip	97062
Sales and Support	Name:	Cathy Wurgler			
	Title:	Sr. Account Manager			
	Email:	<a href="mailto:cwurgler@xiologix.com">cwurgler@xiologix.com</a>			
	Phone:	503-885-1423			
Remit To / Payment	Name:	Sheryl Still			
	Title:	Managing Partner			
	Email:	<a href="mailto:sstill@xiologix.com">sstill@xiologix.com</a>			
	Phone:	503-691-4364 x254			

Reseller					
Company Name		CVE Technologies Group, Inc			
"DBA" (if applicable)					
Company Street Address		1338 Gustin Rd			
City	Salt Lake City	State	UT	Zip	84104
Sales and Support	Name:	John Lee			
	Title:	Vice President TSD			
	Email:	<a href="mailto:john.lee@cve.com">john.lee@cve.com</a>			
	Phone:	801-631-5330			
Remit To / Payment	Name:	Linda Peterson			
	Title:	Operations Team Lead			
	Email:	<a href="mailto:operations@cvetech.com">operations@cvetech.com</a>			
	Phone:	801-908-6666			

Reseller					
Company Name		ConvergeOne, Inc			
"DBA" (if applicable)					
Company Street Address		10900 Nesbitt Ave S			
City	Bloomington	State	MN	Zip	55437
Sales and Support	Name:	Brian Larson			
	Title:	Sales Director			
	Email:	<a href="mailto:blarson@convergeone.com">blarson@convergeone.com</a>			
	Phone:	(503)748-4824			
Remit To / Payment	Name:	Accounts Payable			
	Title:	Accounts Payable			
	Email:	<a href="mailto:accountspayable@convergeone.com">accountspayable@convergeone.com</a>			
	Phone:	<a href="mailto:accountspayable@convergeone.com">accountspayable@convergeone.com</a>			



Reseller					
Company Name		BorderLAN Inc.			
"DBA" (if applicable)		BorderLAN Cyber Security			
Company Street Address		950 Boardwalk, Suite 300			
City	San Marcos	State	CA	Zip	92078
Sales and Support	Name:	Matt Killian		Notes, including territory restrictions	
	Title:	Sales Manager			
	Email:	<a href="mailto:matt@borderlan.com">matt@borderlan.com</a>			
	Phone:	760.232.47660			
Remit To / Payment	Name:	Diane Rogers			
	Title:	Office Manager			
	Email:	<a href="mailto:diane@borderlan.com">diane@borderlan.com</a>			
	Phone:	760.239.5958x 500			

Reseller					
Company Name		World Wide Technology			
"DBA" (if applicable)		WWT			
Company Street Address		310 K Street Suite 200			
City	Anchorage	State	AK	Zip	99501
Sales and Support	Name:	Jason Troutman		Notes, including territory restrictions	
	Title:	Account Manager			
	Email:	<a href="mailto:jason.troutman@wwt.com">jason.troutman@wwt.com</a>			
	Phone:	907-240-4998			
Remit To / Payment	Name:				
	Title:				
	Email:				
	Phone:				

Reseller					
Company Name		PNW Security LLC			
"DBA" (if applicable)		PNW Security			
Company Street Address		3925 NE Skidmore St			
City	Portland	State	OR	Zip	97221
Sales and Support	Name:	Derek Hanson		Notes, including territory restrictions	
	Title:	President			
	Email:	<a href="mailto:derek@pnwsecurity.com">derek@pnwsecurity.com</a>			
	Phone:	971-570-0134			
Remit To / Payment	Name:				
	Title:				
	Email:				
	Phone:				

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Reseller					
Company Name		Presidio Networked Solutions Inc, LLC			
"DBA" (if applicable)					
Company Street Address		6000 Kruse Way, Suite 400			
City	Lake Oswego	State	OR	Zip	97035
Sales and Support	Name:	Rick Howard		Notes, including territory restrictions	
	Title:	Senior Account Manager			
	Email:	<a href="mailto:rhoward@presidio.com">rhoward@presidio.com</a>			
	Phone:	503-341-8458			
Remit To / Payment	Name:				
	Title:				
	Email:				
	Phone:				

Reseller						
Company Name		Valcom Salt Lake City LC				
"DBA" (if applicable)		VLCM				
Company Street Address		852 Arrowhead Lane				
City	Salt Lake City	State	UT	Zip	84107	
Sales and Support	Name:	Nick Bell	Notes, including territory restrictions			
	Title:	Account Executive				
	Email:	<a href="mailto:nbell@vlcm.com">nbell@vlcm.com</a>				
	Phone:	(208) 577-7172				
Remit To / Payment	Name:	Kari Russell				
	Title:	AR Specialist				
	Email:	<a href="mailto:ar@vlcm.com">ar@vlcm.com</a>				
	Phone:	(801) 262-9277				

Reseller						
Company Name		Right! Systems, Inc.				
"DBA" (if applicable)		Right! Systems, Inc.				
Company Street Address		2600 Willamette Dr NE Suite C				
City	Lacey	State	WA	Zip	98516	
Sales and Support	Name:	Brian D'Agostino	Notes, including territory restrictions			
	Title:	Account Manager				
	Email:	<a href="mailto:brian.dagostino@rqhtsys.com">brian.dagostino@rqhtsys.com</a>				
	Phone:	503-803-9084				
Remit To / Payment	Name:					
	Title:					
	Email:					
	Phone:	800-571-1717				