



471 High Street SE
Suite 10
Salem, Oregon 97301

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

SPECIFICATIONS OF MASTER PRICING & FULFILLMENT AGREEMENT

I. SCOPE AND DESCRIPTION OF CONSORTIUM AGREEMENT

The Organization for Educational Technology and Curriculum (hereafter referred to as OETC), with its principal place of business at 471 High Street SE, Suite 10, Salem, OR 97301, enters this agreement with BlackPoint IT (hereafter referred to as "Vendor"), located at 20435 72nd Avenue South, Suite 200, Kent, WA, 98032, for providing product and fulfillment services by the OETC on behalf of Consortium Members.

Membership in OETC is restricted to education related organizations, including school districts, colleges and universities as well as State Departments of Education. This master pricing agreement shall be made available to all current OETC members. A full list of which can be found here: store.oetc.org/membership

II. ITEMS INCLUDED

This agreement covers the full line of Barracuda Networks and ADTRAN products and/or services offered through BlackPoint IT. Future volume-purchasing programs developed by Vendor will be encapsulated into this Agreement.

III. PRICING

The items included in this Master Pricing & Fulfillment Agreement are provided as the cost to the OETC, not the Consortium Member, and shall be exclusive to the OETC.

Pricing shall be incorporated into this agreement in Exhibit A - Pricing. Vendor must be able to provide requested items at or below the level of pricing included at the initiation of this agreement for the first six (6) months of the agreement. After this period, prices may not change more than once per calendar quarter. Price increases greater than five percent (5%) require notice of sixty (60) days before taking effect. Written notice shall be



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submitted via email on the Excel Pricing List Template, Price List Template. Pricing for new products may be added at any time. All additions, discontinues, and changes must be submitted on Price List Template via email.

By accepting the terms of this agreement, Vendor certifies that the price paid by the Consortium Member, after the addition of the administrative charge identified above, is the lowest price available to Consortium Members. If a Consortium Member is able to document a lower price elsewhere for comparable volume purchase of an item contained in this agreement, Vendor shall promptly reduce the OETC cost of the same product so that the price paid by the Consortium Member, after the addition of the OETC administrative fee, is the same or lower than the documented price elsewhere.

IV. ADMINISTRATIVE FEES

The OETC will add a total of one percent (1%) rounded to the nearest dime (\$0.10) to the cost provided by Vendor to cover the administrative expenses of this agreement, the result of which shall be the price paid by the Consortium Member. Administrative fees must be sent to The OETC on a quarterly basis using the administrative fee tracker supplied by The OETC.

V. RENEWAL, EVALUATION AND MODIFICATION

The OETC reserves the right to review at any time the pricing of this agreement. This agreement shall be evaluated by the OETC at least every six (6) months. The agreement is binding for two (2) years, and renewable for a third year at the option of OETC. This agreement shall be re-negotiated after two (2) years. Any of the parties may terminate the agreement without cause with thirty (30) days written notice.

If pricing is found to not be the lowest price for Consortium Members, this agreement may be suspended at any time and or subject to the terms identified in Section III. OETC Reserves the right to terminate any agreement with a vendor if that vendor fails to comply with the terms and conditions of this agreement for fulfillment services or if the quality and/or timeliness of services provided does not meet the quality standards of the consortium.



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This Agreement supersedes all proposals, negotiations, prior agreements whether in oral or in writing, and the terms and conditions of any purchasing documents between the parties and constitutes the entire agreement between OETC and Vendor. Any modifications to this agreement must be made in writing and duly signed by both parties before serving as an addendum to this agreement.

VI. PURCHASE ORDERS, DELIVERY AND INVOICE SPECIFICATIONS

Purchase orders under this agreement will be submitted directly to Vendor from the OETC member. All terms and conditions on the OETC member purchase order will be controlling.

VII. RESERVATIONS

Vendor shall: (1) Make payment promptly, as due, to all persons supplying the contractor labor or material for the performance of the work provided for in the contract; (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167

Vendor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

All subject employers working under any awarded contract shall either be employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.



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Vendor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

The OETC reserves the right to cancel this agreement at any time, or require Vendor to furnish additional material which provides evidence that the items specified herein do meet all of the specifications published in this document and that this agreement is an exclusive arrangement.

VIII. EXECUTION

Be it resolved that the undersigned individuals, acting as authorized representatives of the parties of this Agreement, hereby agree to the terms and conditions to provide product and pricing as identified by the specifications of the agreement for Vendor products to be distributed through the Organization for Educational Technology and Curriculum (OETC) effective the date below.

BlackPoint IT Federal Tax Identifier: 20-2403841

BlackPoint IT

Organization for Educational Technology and Curriculum

JULIE CASTRONOVO

Name

Zach Jensen

Name

INSIDE SALES DIRECTOR

Title

Contracts Manager

Title

[Handwritten Signature]

Signature

[Handwritten Signature: Zach Jensen]

Signature

8/2/19

Date

8/13/19

Date



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