



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
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OETC Volume Price Agreement: #OETC-15R-Classroom Visual NEC

This Agreement is made and entered into by the Organization for Educational Technology and Curriculum, 471 High Street SE, Suite 10-Creekside, Salem, OR 97301 (“OETC”) and NEC Display Solutions of America, Inc.

Contractor Information

NEC Display Solutions of America, Inc.
Company Name

500 Park Blvd.
Street Address

36-4369520
Tax Identifier

Itasca, IL 60143
City, State ZIP

Contract Details

Effective Date:	November 1, 2015
Termination Date:	November 1, 2018
Renewal Options:	Three (3) one-year renewals
Products Awarded:	NEC
Payment Terms:	Net 30 unless negotiated by agreement between Fulfillment Agent and OETC
Days Required for Delivery:	Variable
Minimum Order:	None
Freight Terms:	Freight on Board Destination (FOB)
Administrative Fee:	3%

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 and warrant, ALL products proposed in their response to the RFP issued by OETC. The Contractor, or its designated Fulfillment Agents, shall provide delivery, support, and warranty. The Contractor agrees to take responsibility for the warranty of all products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all products provided by individual Fulfillment Agents. In the event of any dispute, OETC agrees to first attempt to resolve with the Fulfillment Agent.

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. The request for proposal
4. 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 lower of the prices contained in the Attachment A, and any subsequent pricing updates offered by Contractor to OETC.

Only General Price Reduction price decreases will apply to all subsequent OETC Member orders.

If Contractor or its Fulfillment Agents fails to offer If pricing is found to not be the lowest possible price for Consortium 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.

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 Template and submitted to 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 make good faith efforts to remedy the situation, which may include shipping an equivalent or better product at the price of the purchased, discontinued product.
7. **Adding New Products.** Contractor may make model changes, add new products, and product upgrades or services using the Pricing Template. The pricing for these changes shall incorporate comparable pricing discount levels approved by the OETC Contract Administrator for similar Products and Services.

These products and services 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

Payment Terms and Options

1. **Payment Terms.** All purchase orders received by OETC or its members will be on Net 30 terms unless otherwise agreed upon. Payment terms and any other contractual terms related to the purchase of any product shall be negotiated between OETC and the designated Fulfillment Agent.
2. **Leasing.** Individual OETC Members may enter into lease agreements for the products covered in this Contract if they have the legal authority to enter into these types of agreements.

Delivery and Returns

1. **Freight on Board.** 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 the Contractor or Fulfillment Agent. Responsibility and liability for loss or damage shall remain with the Contractor or Fulfillment Agent as long as the Contractor or 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 otherwise agreed to by OETC and the OETC Member.
5. **Risk of Loss.** Whenever an OETC Member does not accept product due to missing, damaged, defective, incorrect order the Contractor or Fulfillment Agent is responsible for the return shipping cost of returned product. The contractor or Fulfillment Agent shall bear all risk of loss or damage with respect to returned product due to missing, damaged, defective and incorrect order, except for loss or damage directly attributable to the negligence of OETC or OETC Member.
6. **Returns.** Product without defect and in original packaging may be returned with proper notification of Selected Reseller by OETC within sixty (60) days of receipt of shipment. For defective product, manufacturer's warranty has precedence.
7. **Restocking Fees.** No restocking fees are permitted on any returns, defective or otherwise.
8. **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, an equivalent or better product will may be substituted at no-additional cost to the OETC Member.

Amendments, Scope and Termination

1. **Indemnification.** For clarification and not as a limitation, the Contractor or its Fulfillment Agents 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.
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. Either OETC or Contractor may terminate this Agreement upon ninety (90) days written notice to the other.
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.

7.

Definitions

1. **Administrative Fee.** The fee paid by Fulfillment Agent 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.** Resellers designated by Contractor who are provided with OETC pricing, and who may enter into sales transactions with OETC. Often if the contract holder is a manufacturer, the manufacturer names channel partners as its fulfillment agents. Contractor may add or subtract Fulfillment Agents 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. **Premium Savings SKU.** Deeply discounted standard configurations available to Purchasing Entities using the OETC Contract. 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.
12. **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.
13. **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.
14. **Warranty.** The Manufacturers general 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 or services, and is in all respects fair and without collusion or fraud.

Contractor

Organization for Educational Technology and Curriculum

NEC Display Solutions of America, Inc.

OETC
DBA

Cathy Hussar

Thomas Richards

Name

Name

Manager of Business Operations

Executive Director

Title

Cathy Hussar

Digitally signed by Cathy Hussar
DN: cn=Cathy Hussar, o, ou,
email=chussar@necdisplay.com,
c=US
Date: 2016.04.19 16:46:19 -05'00'

Signature

Title



Signature

4/19/2016

4/19/2016

Date

Date

Brand	Size	Res	EPEAT	UL	Cer	Rated	Warranty	Coverage	Model	Price	Description
NEC	32"	1366 x 760	No	Yes	16/7	4 year P&L	warranty for NEC StarStudent members including	E325	\$ 443	E325 32" LED LCD Public Display Monitor w/built in	
NEC	42"	1080P	No	Yes	16/7	4 year P&L	warranty for NEC StarStudent members including	E425	\$ 648	E425 42" LED LCD Public Display Monitor w/built in	
NEC	50"	1080P	No	Yes	16/7	4 year P&L	warranty for NEC StarStudent members including	E505	\$ 863	E505 50" LED LCD Public Display Monitor w/built in	
NEC	58"	1080P	N/A	Yes	16/7	4 year P&L	warranty for NEC StarStudent members including	E585	\$ 1,327	E585 58" LED LCD Public Display Monitor w/built in	
NEC	65"	1080P	N/A	Yes	16/7	4 year P&L	warranty for NEC StarStudent members including	E655	\$ 2,161	E655 65" LED LCD Public Display Monitor w/built in	
NEC	70"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	E705	\$ 2,778	E705 70" LED LCD Public Display Monitor, 1920 x 1080	
NEC	70"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	E705-	\$ 2,877	E705 70" LED LCD Public Display Monitor, 1920 x 1080	
NEC	80"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	E805	\$ 4,754	E805 80" LED LCD Public Display Monitor, 1920 x 1080	
NEC	80"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	E805-	\$ 4,865	E805 80" LED LCD Public Display Monitor, 1920 x 1080	
NEC	90"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	E905	\$ 8,119	E905 90" LED LCD Public Display Monitor, 1920 x 1080	
NEC	90"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	E905-	\$ 8,291	E905 90" LED LCD Public Display Monitor, 1920 x 1080	
NEC	32"	1080P	No	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	V323-2	\$ 667	V323-2 32" LED LCD Public Display Monitor 1920x1080	
NEC	42"	1080P	No	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	V423	\$ 846	V423 42" LED LCD Public Display Monitor 1920x1080 (FHD)	
NEC	46"	1080P	No	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	V463	\$ 1,080	V463 46" LED LCD Public Display Monitor 1920x1080 (FHD)	
NEC	55"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	V552	\$ 1,667	V552 55" LED LCD Public Display Monitor 1920x1080 (FHD)	
NEC	65"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	V652	\$ 2,902	V652 65" LED LCD Public Display Monitor 1920x1080 (FHD)	
NEC	80"	1080P	N/A	Yes	24/7	4 year P&L	warranty for NEC StarStudent members including	V801	\$ 7,321	V801 80" LED LCD Public Display Monitor 1920x1080 (FHD)	

Manufacturer	Manufacturer Number	Description	Price
NEC	OL-E705	10 Point Infrared Touch Overlay for the E705 and P703. Windows 8 swipe	\$ 2,500
NEC	OL-V323	10 Point Infrared Touch Overlay for the V323. Windows 8 swipe zone, HID	\$ 992
NEC	OL-V423	10 Point Infrared Touch Overlay for the V423. Windows 8 swipe zone, HID	\$ 1,093
NEC	OL-V463	10 Point Infrared Touch Overlay for the V463. Windows 8 swipe zone, HID	\$ 1,173
NEC	OL-V552	10 Point Infrared Touch Overlay for the V552. Windows 8 swipe zone, HID	\$ 1,357
NEC	OL-V652	10 Point Infrared Touch Overlay for the V652. Windows 8 swipe zone, HID	\$ 1,630
NEC	OL-V801	10 Point Infrared Touch Overlay for the V801. Windows 8 swipe zone, HID	\$ 3,612
NEC	NP-L102W	WXGA, DLP, LED Light Source, 1000 Lumen Projector w/3W Speaker,	\$ 714
NEC	NP-M283X	XGA, DLP, 2800 Lumen Projector w/10,000:1 Contrast with IRIS, 20W	\$ 522
NEC	NP-M323W	WXGA, DLP, 3200 Lumen Projector w/10,000:1 Contrast with IRIS, 20W	\$ 655
NEC	NP-M323X	XGA, DLP, 3200 Lumen Projector w/10,000:1 Contrast with IRIS, 20W	\$ 594
NEC	NP-M333XS	XGA, DLP, 3300 Lumen Short Throw Projector - 0.48 throw ratio, w/10,000:1	\$ 774
NEC	NP-M353WS	WXGA, DLP, 3500 Lumen Short Throw Projector - 0.6 throw ratio, w/10,000:1	\$ 822
NEC	NP-M363W	XGA, DLP, 3600 Lumen Projector w/10,000:1 Contrast with IRIS, 20W	\$ 774
NEC	NP-M403H	1080p, DLP, 4000 Lumen Projector w/10,000:1 Contrast with IRIS, 20W	\$ 1,221
NEC	NP-M403X	XGA, DLP, 4000 Lumen Projector w/10,000:1 Contrast with IRIS, 20W	\$ 762
NEC	NP-P401W	WXGA, LCD, 4000 Lumen Entry Level Install Projector w/3000:1 Contrast	\$ 1,102
NEC	NP-P451W	WXGA, LCD, 4500 Lumen Entry Level Install Projector w/3000:1 Contrast	\$ 1,042
NEC	NP-P451X	XGA, LCD, 4500 Lumen Entry Level Install Projector w/3000:1 Contrast with	\$ 1,007
NEC	NP-P501X	XGA, LCD, 5000 Lumen Entry Level Install Projector w/3000:1 Contrast with	\$ 1,263
NEC	NP-P502HL	1080p, DLP, Laser Light Source, 5000 Lumen, 10,000:1 Contrast (with iris),	\$ 3,292
NEC	NP-P502WL	WXGA, DLP, Laser Light Source, 5000 Lumen, 10,000:1 Contrast (with iris),	\$ 2,531
NEC	NP-PA521U	WUXGA, LCD, 5200 Lumen Integration Projector (THIS PRODUCT SHIPS	\$ 2,275
NEC	NP-PA521U-	NP-PA521U with NP13ZL lens.	\$ 2,909
NEC	NP-PA571W	WXGA, LCD, 5700 Lumen Integration Projector (THIS PRODUCT SHIPS	\$ 1,755
NEC	NP-PA571W-	NP-PA571W with NP13ZL lens.	\$ 2,387
NEC	NP-PA621X	XGA, LCD, 6200 Lumen Integration Projector (THIS PRODUCT SHIPS	\$ 1,622
NEC	NP-PA621X-	NP-PA621W with NP13ZL lens.	\$ 2,257
NEC	NP-PA622U	WUXGA, LCD, 6200 Lumen Integration Projector (THIS PRODUCT SHIPS	\$ 2,745
NEC	NP-PA622U-	NP-PA622U with NP13ZL lens.	\$ 3,391
NEC	NP-PA672W	WXGA, LCD, 6700 Lumen Integration Projector (THIS PRODUCT SHIPS	\$ 2,001

NEC	NP-PA672W-	NP-PA672W with NP13ZL lens.	\$	2,623
NEC	NP-PA722X	XGA, LCD, 7200 Lumen Integration Projector (THIS PRODUCT SHIPS	\$	1,891
NEC	NP-PA722X-	NP-PA722X with NP13ZL lens.	\$	2,537
NEC	NP-U321H	1080p, DLP, 3200 Lumen Ultra Short Throw Projector w/8W speaker, 3D,	\$	1,638
NEC	NP-U321H-WK	1080p, DLP, 3200 Lumen Ultra Short Throw Projector w/8W speaker, 3D,	\$	1,780
NEC	NP-UM351W	WXGA, LCD, 3500 Lumen Ultra Short Throw Projector w/16W speaker,	\$	953
NEC	NP-UM351W-WK	WXGA, LCD, 3500 Lumen Ultra Short Throw Projector w/16W speaker,	\$	1,049
NEC	NP-UM352W	WXGA, LCD, 3500 Lumen Ultra Short Throw INTERACTIVE Projector w/20W	\$	1,727
NEC	NP-UM352W-WK	WXGA, LCD, 3500 Lumen Ultra Short Throw INTERACTIVE Projector w/20W	\$	1,854
NEC	NP-UM361X	XGA, LCD, 3600 Lumen Ultra Short Throw Projector w/16W speaker, Closed	\$	893
NEC	NP-UM361X-WK	XGA, LCD, 3600 Lumen Ultra Short Throw Projector w/16W speaker, Closed	\$	975
NEC	NP-V302H	1080P, DLP, 3000 lumen, 8000:1 Dynamic contrast projector w/8W speaker,	\$	774
NEC	NP-V332W	WXGA, DLP, 3300 lumen, 8000:1 Dynamic contrast projector w/8W speaker,	\$	543
NEC	NP-V332X	XGA, DLP, 3300 lumen, 8000:1 Dynamic contrast projector w/8W speaker, 3D	\$	482
NEC	NP-U321HI-TM	1080p, DLP, 3200 Lumen Ultra Short Throw INTERACTIVE Projector w/8W	\$	2,439
NEC	NP-U321HI-WK	1080p, DLP, 3200 Lumen Ultra Short Throw INTERACTIVE Projector w/8W	\$	2,165
NEC	NP-UM351WI-TM	WXGA, LCD, 3500 Lumen Ultra Short Throw INTERACTIVE Projector w/20W	\$	1,635
NEC	NP-UM351WI-WK	WXGA, LCD, 3500 Lumen Ultra Short Throw INTERACTIVE Projector w/16W	\$	1,452
NEC	NP-UM352W	WXGA, LCD, 3500 Lumen Ultra Short Throw INTERACTIVE Projector w/20W	\$	1,727
NEC	NP-UM352W-TM	WXGA, LCD, 3500 Lumen Ultra Short Throw INTERACTIVE Projector w/20W	\$	2,073
NEC	NP-UM352W-WK	WXGA, LCD, 3500 Lumen Ultra Short Throw INTERACTIVE Projector w/20W	\$	1,854
NEC	NP-UM361XI-TM	XGA, LCD, 3600 Lumen Ultra Short Throw INTERACTIVE Projector w/20W	\$	1,585
NEC	NP-UM361XI-WK	XGA, LCD, 3600 Lumen Ultra Short Throw INTERACTIVE Projector w/16W	\$	1,403
NEC	NP01TM	Interactive Touch Module for NP-UM361X/351W/352W/361X-WK/351W- WK/352W-WK/361Xi-WK/351Wi-WK, NP-U321H/321H-WK/321Hi-WK, NP- M332XS and M352WS projectors	\$	269
NEC	NP03WI	Interactive camera module with dual pens for the NP-M332XS/352WS, NP- UM361X/351W and NP-UM361X-WK/351W-WK	\$	549
NEC	NP04WI	Interactive camera module with dual pens for the NP-U321H and NP-U321H- WK projectors	\$	549



oetc.org
14145 SW Galbreath Drive
Sherwood, Oregon 97140

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

Attachment B: Fulfillment Agent

OETC Member K-12 and Higher Education institutions please refer to the attached list of authorized NEC resellers for NEC Display Solutions product. If you are working with a reseller that is not listed please call your OETC contact. Or you can refer to NEC's agent locator: <http://www.necdisplay.com/reseller-locator> for options. Reference OETC SPA NEC # 3XM4-4264 when contacting agent to qualify for OETC Member pricing.

A. Company Information

Member appointed (See Attached List of Resellers)

Company Name

Street

City, State Zip

B. Sales and Support Contact

John K. Garner

Name

jgarner@necdisplay.com

Email

NEC National Account Manager - PNW

Title

630/467-4014

Phone Number

C. Remit To / Payment Contact

OETC Member K-12 and Higher Education institutions are to submit purchase order(s) directly to their Fulfillment Agent.

All purchase orders must reference OETC SPA NEC # 3XM4-4264.

(See Attached List of Resellers)

Name

Email

Title

Phone Number

Allowed Territories

All territories except HI and AK where FOB rate is to be recalculated by Fulfillment Agent on a per order basis.



oetc.org
14145 SW Galbreath Drive
Sherwood, Oregon 97140

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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 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.

NEC Display Solutions of America, Inc.

Business Name: _____

Date: 9/17/2015

By: Cathy Hussar – Manager of Business Operations

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-005-NEC

Effective Date: November 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 NEC, located at 63250 Lacey Road, suite 500, Downers Grove, IL 60515 (collectively, the “Parties”).

Pursuant to the terms in contract OETC-15R-005, OETC hereby exercises its option to renew the contract from November 2, 2018 to November 1, 2019. All other terms and conditions remain the same.

OETC

Thomas Richards, Executive Director

10/30/2018

Date

NEC Display Solutions of America, Inc.

Cathy
Hussar

Digitally signed by Cathy Hussar
DN: cn=Cathy Hussar, o=NEC Display
Solutions of America, Inc.,
ou=Marketing,
email=chussar@necdisplay.com, c=US
Date: 2018.10.31 16:00:59 -05'00'

Cathy Hussar, Mgr. of Business Ops

10/31/2018

Date