



471 High Street SE  
Suite 10  
Salem, Oregon 97301

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

# OETC Volume Price Agreement

## I. 16R-Hosted VoIP

*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 Noctel Communications*

### A. Contractor Information

Noctel Communications  
**Company Name**

1324 N Lucas Place  
**Street Address**

45-3942068  
**Tax Identifier**

Seattle, WA 98103  
**City, State ZIP**

### B. Contract Details

Effective Date: April 1, 2016

Termination Date: April 1, 2019

Renewal Options: Up to three (3) additional years

Products Awarded: Noctel, Polycom, Adtran

Payment Terms: Net 30

Days Required for Delivery: 30 Days

Minimum Order: None

Freight Terms: FOB Destination

Administrative Fee: 3%

## **II. 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 OETC membership

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## **III. 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.

## **IV. 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.

# V. Terms and Conditions

## A . 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

## B. 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.

Any pricing promotions, General Price Reduction, or Per Transaction Multiple Unit Discount offered by Contractor or its Fulfillment Agents must be offered to an OETC Member on the OETC Contract.

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

If Contractor or its Fulfillment Agents fails to offer a pricing promotion, General Pricing Reduction, or Per Transaction Multiple Unit Discount, or 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.

4. **Price Increases.** Pricing may not increase greater than 3% over a single calendar year, and increases must be approved by the Consortium Contract Administrator prior to taking effect.
5. **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](mailto: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 ship an equivalent or better product at the price of the purchased, discontinued product.
6. **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

7. **Travel costs.** If applicable, for any on-site services within the metropolitan areas of the contiguous U.S. members (e.g., Portland, Seattle, Boise, Spokane, Eugene) will be included in stated pricing. Travel costs, if applicable, for on-site services outside these areas may be billed at fixed or actual rate; in either case, specific amounts and/or metrics for establishment of amounts must be included in the proposal.

## C. 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.
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.

## D. 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. Responsibility and liability for loss or damage shall remain with the Contractor as long as the Contractor 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 is responsible for the return shipping cost of returned product. The contractor 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 be substituted at no-additional cost to the OETC Member.

## **E. 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.
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.

## VI. Definitions

1. **Administrative Fee.** The fee paid by Contractor 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.** A designee by the Contractor 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.
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.

## VII. Attachments

Attachment A: Pricing Proposal

Attachment B: Fulfillment Agents

Attachment C: Suspension and Debarment Certification



# VIII. 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

NocTel Communications, Inc.


Noctel Communications

Cory Schruth

Name

President & CEO

Title

  
President  
NocTel Communications, Inc.

Signature

March 31, 2016

Date

## Organization for Educational Technology and Curriculum

OETC

DBA

Thomas Richards

Name

Executive Director

Title

  
Thomas Richards

Signature

March 31, 2016

Date



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## Attachment B: Fulfillment Agent

### A. Company Information

NocTel Communications, Inc.  
Company Name

11575 SW Pacific Hwy #189  
Street

Portland, OR 97223  
City, State Zip

### B. Sales and Support Contact

Cory Schruth  
Name

cory.schruth@noctel.com  
Email

President & CEO  
Title

+1.503.764.4300  
Phone Number

### C. Remit To / Payment Contact

Cory Schruth  
Name

cory.schruth@noctel.com  
Email

President & CEO  
Title

+1.503.764.4300  
Phone Number

### D. Allowed Territories

Any

### E. Allowed Purchasers

Place an "X" for each allowed purchaser type.

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



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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 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: NocTel Communications, Inc.

Date: 2016-02-25

By: Cory Schruth

Name and Title of Authorized Representative

  
President  
NocTel Communications, Inc.

# OETC Member Rates

NocTel Communications, Inc.

RFP: OETC-16R-Hosted-VoIP

<b>OETC Administrative</b>	<b>Fee</b>
Administrative Fee:	3%

<b>Product</b>	<b>Off MSRP</b>
Polycom Handsets	27%
Polycom Accessories	7%
Adtran Hardware	14%
Other SIP-Compliant Hardware	10%

<b>Service MRC</b>	<b>Off MSRP</b>
NocTel Extension	26%
NocTel Local Extension	26%
NocTel Number	26%
NocTel SIP Trunk Channel	26%
NocTel Minutes	26%
NocTel International Calling Rates	4%

<b>Support Services</b>	<b>Rate/Hr</b>
Technical Support & Training	\$ 125.00
Installation & Professional Services	\$ 185.00

This list displays the OETC Member discount rate for the categories of items listed above and rates are inclusive of the OETC Administrative Fee.

*Updated 2020-02-05*



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## Contract Renewal

<b>Contract Number:</b>	OETC-16R-VoIP-NocTel
<b>Effective Date:</b>	April 1, 2019
<b>Term:</b>	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

NocTel Communications, Inc., located at 3242 NE 3<sup>rd</sup> Ave #230 Camas, WA 98067 (collectively, the "Parties").

OETC entered into a contract with NocTel Communications for three (3) years, from April 1, 2016 to March 31, 2019, with an option to renew the contract for up to three (3) additional years.

Pursuant to the contract OETC hereby exercises its option to renew the contract for one (1) year from April 1, 2019 to March 31, 2020.

**OETC**

  
\_\_\_\_\_  
Zach Jensen, Contracts Manager

March 28, 2019  
\_\_\_\_\_  
Date

**NocTel Communications, Inc.**

  
\_\_\_\_\_  
President  
NocTel Communications, Inc.

2019-03-28  
\_\_\_\_\_  
Date



# Contract Renewal

<b>Contract Number:</b>	OETC-16R-VoIP-NocTel
<b>Effective Date:</b>	April 1, 2020
<b>Term:</b>	One (1) Year

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OETC entered into a contract with NocTel Communications for three (3) years, from April 1, 2016 to March 31, 2019, with an option to renew the contract for up to three (3) additional years.

Pursuant to the contract OETC hereby exercises its option to renew the contract for one (1) year from April 1, 2020 to March 31, 2021.

**OETC**

  
\_\_\_\_\_  
Zach Jensen, Contracts Manager

2.24.2020  
\_\_\_\_\_  
Date

**NocTel Communications, Inc.**

  
\_\_\_\_\_  
President  
NocTel Communications, Inc.

2020-02-24  
\_\_\_\_\_  
Date