



471 High Street SE
Suite 10
Salem, Oregon 97301

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SAMPLE CONTRACT

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 ACME Inc (hereinafter "Contractor")

I. Contractor Information

ACME Inc

Company Name

Street Address

Tax Identifier

City, State ZIP

Contract Contact

Email

Phone Number

II. Contract Details

- Effective Date:** _____
- Expiration Date:** _____
- Renewal Options:** _____
- Products Awarded:** _____
- Payment Terms:** _____
- Minimum Order:** _____
- Freight Terms:** _____
- Administrative Fee:** _____

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. Customer's purchase order

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. OETC 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 liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against OETC for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance 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.
- 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 the lowest price offered to an OETC member is available on the OETC contract.
 - 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.

ACME Inc

**Organization for Educational
Technology and Curriculum**

Name

Thomas Richards

Name

Title

Executive Director

Title

Signature

Signature

Date

Date