# VENDOR CONTRACT

Between

and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

# COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS #02062515

# **General Information**

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

## Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

# **Terms and Conditions**

## Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

## Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

## **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities. Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

## Disclosures

- 1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

## **Renewal of Contracts**

The COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

## Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

## Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

## Indemnity

- 1. Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations

of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

## Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

## **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

## State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

## Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

## Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

## **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02062515". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

## Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

## Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

## Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

## Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

## **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 Agreement then such party shall give notice and fully 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.

## Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

## **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

## **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

# **Special Terms and Conditions**

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- <u>Contracts</u>: All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract**: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- <u>Daily Order Confirmation</u>: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

## Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the **general** and/or **special terms and conditions**.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the <u>general</u> and/or <u>special terms and</u> <u>conditions</u>. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:	

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center	Address	
Email	david.mabe@tips-usa.com		4845 US Highway 271		
Phone	+1 (903) 243-4759		North	Contact	
Fax	+1 (866) 749-6674		Pittsburg, TX 75686		
		Contact	Mrs. Kim Thompson	Department	
Bid Number	02062515		Coordinator of Office	Building	
Title	Computers, Equipment,		Operations		
	Components and Peripherals			Floor/Room	
Bid Type	RFP	Departmen	t	Telephone	
Issue Date	04/02/2015	Building		Fax	
Close Date	5/15/2015 3:00:00 PM CT	U		Email	
Need by Date	1	Floor/Roon	า		
		Telephone	· · · ·		
		Fax Email	+1 (866) 929-4402 bids@tips-usa.com		

#### **Supplier Information**

Company	Actiontec Electronics	
Address	760 N Mary Ave	
	Sunnyvale, CA 94085	
Contact		
Department		
Building		
Floor/Room	1 (400) 5407700	
Telephone Fax	1 (408) 5487700 1	
Email	I	
Submitted	5/14/2015 10:47:04 AM CT	
Total	\$0.00	
Signature D	onald F Beatty	Email dbeatty@actiontec.com
Supplier Note	es	
Bid Notes		

**Bid Activities** 

**Bid Messages** 

Ple	ase review the following and respond whe	ere necessary	
#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Sunnyvale
5	Company Residence (State)	Vendor's principal place of business is in the state of?	CA
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is working days?	1
16	Years Experience	Company years experience in this category?	25
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	

19 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Actiontec Electronics develops broadband solutions that connect people to the Internet, applications, and content they care about. Our products, including Gigabit Ethernet fiber routers, whole-home wireless networking, high speed bonded VDSL2 gateways, DSL modems, and wireless display solutions, are deployed by some of the largest service providers in North America. Alongside our service provider partners, we're turning the promise of the digital lifestyle into reality, enabling consumers to enjoy any content on any device in any room in the house.

The connected home is evolving fast, with increasing demands for speed, applications, and content. More devices in the home and office require network connectivity than ever before. We're committed to helping our carrier customers rise to the occasion and turn these needs into a reality. We're developing products that not only push faster speeds to the home, but within the home as well. Our whole-home solutions give consumers countless wired and wireless options for connecting their home theater devices, gaming consoles, computers, tablets, mobile devices, and more. And with industry leading WiFi performance, we're making sure consumers can watch HD video and more just about anywhere in the home.

Additionally, we keep a close eye on the service provider's bottom line, and ensure our products are easy to install, manage, use, and support. We're pushing manageability (such as TR-069) further into the home, giving end users a more seamless digital experience and making it easier for service providers to manage the many devices used on today's home networks. We also maintain a large customer support and design team in the United States that enables us to respond quickly to requests as they arise and help our service providers take advantage of each opportunity.

Our company is led by a seasoned management team with over 100 years of collective experience gained at companies such as Apple, Cisco, GenBand, General Motors, IBM, Micronics, Microsoft, Motorola, National Semiconductor, Tellabs and Westell Technologies.

#### Industry Leadership

Actiontec is a leader in the connected home, with more than 40 million connected home devices sold to date. Our products have been adopted by leading Tier 1 and Tier 2 Internet Service Providers in North America, including Verizon, CenturyLink, Frontier, Telus, Comcast, Bright House, Cox, Charter, Dish, TDS Telecom, MTS Allstream, Bell Aliant, Sasktel, and more.

We're constantly pushing the envelope on what's possible in the connected home and our innovation has been recognized throughout the industry time and time again. Independent lab tests confirm that our WxB6x000 wireless network extender outperforms the competition in multi-level homes. We also took home over 130 industry awards, including multiple prestigious CES Innovations awards in Design and Engineering.

Green and Diversity Initiatives

In 2011, we established a formal Sustainability Program that sets aggressive targets in multiple areas, including: water conservation, electronic waste and scrap product recycling, paper recycling, energy usage and more. We're an enthusiastic participant in PG&E's ClimateSmart program and offset 6% of all carbon dioxide produced at our Sunnyvale Headquarters in 2011.

The majority of our modems and routers are ENERGY EFFICIENT, helping families reduce their electrical bills and energy use. We hope our green efforts not only minimize our own impact, but also serve as a model for other high-tech companies.

And since minerals originating from conflict regions can end up in electronics and other products, we're participating in the Conflict Minerals Pilot Program to bring more transparency to the product supply chain and help promote the responsible sourcing of mineral resources.

Product Portfolio

Best Performing Wi-Fi Our products incorporate the most

advanced home wireless technology deployable today. Dual band 4x4 802.11ac delivers wireless speeds up to 2 Gbps, while Multi-User MIMO enhances the user experience when simultaneously streaming and gaming on multiple devices. We've also optimized antenna placement on three dimensions instead of just two to deliver a robust signal across floors and to the far corners of the house.

#### **IPTV/Video Products**

With solutions for Fiber to the Home (FTTH), Fiber to the Curb (FTTC), VDSL2, ADSL2+, and any major video WLAN standard, we offer a comprehensive line of IPTV-capable CPE equipment for service providers of all sizes and infrastructures. All of the broadband routers and gateways can be customized to carrier needs and offer support for all of the major video networking standards for the WAN and LAN including VDSL2, ADSL2+, Fiber, Ethernet, MoCA, HomePlug AV, or HPNA 3.x.

Broadband Access Products We offer a full range of DSL modems, DSL routers, and Wireless DSL Modem Routers, from compact, power-packed devices to energy efficient modems and an innovative modular platform that supports snap-in expansion modules. Our DSL modems and routers support Bonded VDSL2, VDSL2+, VDSL, ADSL, ADSL2+, and work with any DSL service provider in North America.

Home Networking Solutions Bringing a broadband signal to the home is only half the picture. More and more devices in the home require an Internet connection and consumers expect to be able to use these devices anywhere and everywhere...without any glitches or quality issues. We offer a range of innovative home networking solutions based on the latest wireless, Wireless HD, Miracast, powerline/HomePlug, HPNA, and MoCA standards.

TV Everywhere Solutions A family of innovative adapters give consumers the ability to watch TV (at up to 1080p full HD video), wherever they choose to put their television...on the wall in the living room, in the basement, or even out on the patio. And our standards-based ScreenBeam line

puts any content from a smartphone, tablet, or computer on the big screen TV.

Wireless Display in Education and Business

Our ScreenBeam products are the preferred wireless display solutions in classrooms and offices across the U.S. and around the world. As a recommended solution for Intel, Microsoft, and NVIDIA, ScreenBeam brings content to life on the big screen and features the enhanced security and manageability that schools and businesses require.

www.actiontec.com

Donald Beatty Inside Sales Manager dbeatty@actiontec.com Office 719-884-8324 Cell 719-351-2517

Donald Beatty

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Primary Contact Name

Does the vendor have resellers that it will name under this No contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

21		Filling Contact Name	Donaid Beally
22	Primary Contact Title	Primary Contact Title	Inside Sales Manager
23	Primary Contact Email	Primary Contact Email	dbeatty@actiontec.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	7198848324
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	7195229618
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	
27	Secondary Contact Name	Secondary Contact Name	Paul Benoit
28	Secondary Contact Title	Secondary Contact Title	Account Manager
29	Secondary Contact Email	Secondary Contact Email	pbenoit@actiontec.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	7198848325
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	719-522-9421
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	Donald Beatty
34	2% Contact Email	2% Contact Email	dbeatty@actiontec.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	719-884-8324
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Donald Beatty
38	Purchase Order Contact Email	Purchase Order Contact Email	dbeatty@actiontec.com

Primary Contact Name

39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	7198848324
40	Company Website	Company Website	http://www.actiontec.com/
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	33-0573712
42	Primary Address	Primary Address	760 North Mary Avenue
43	Primary Address City	Primary Address City	Sunnyvale
44	Primary Address State	Primary Address State	CA
45	Primary Address Zip	Primary Address Zip	94085
46	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	WiDi,ScreenBeam,Miracast,E2V,ScreenBeam Central Management System,CMS,ScreenBeam Pro Education Edition 2,ScreenBeam USB Transmitter, ScreenBeam Pro Education, Wireless Display Adapter
47	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No

Response Total:

## SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY

#### CERTIFICATE EXPIRATION DATE: 10-07-2016

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

## Actiontec Electronics, Inc. of Sunnyvale, California as a MBE

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

## VON: 1GN00025

Determination Date: 10-07-2013



# Certificate of Registration of Quality Management System to I.S. EN ISO 9001:2008

The National Standards Authority of Ireland certifies that:

## Actiontec Electronics, Inc.

760 North Mary Ave.	4250 Buckingham Dr.
Sunnyvale, CA	Colorado Springs, CO
94085	89007
USA	USA

590 Macara Ave. Sunnyvale, CA 94085 USA

has been assessed and deemed to comply with the requirements of the above standard in respect of the scope of operations given below:

## Design, Distribution, Support and Servicing of Broadband Products for Telecommunications Service Providers

Approved by: Kevin D. Mullaney Chief Executive Officer

Konu

Approved by: Chris A. Blanton Operations Manager

Registration Number: 19.4464 Certification Granted: Jul 01, 2009 Effective Date: Jul 01, 2012 Expiry Date: Jun 30, 2015





National Standards Authority of Ireland, 402 Amherst Street, Nashua, New Hampshire, NH 03063, USA T +1 603 882 4412

## **CONTRACT** Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	Actiontec Electronics
Mailing Address:	760 North Mary Avenue
	SunnyVale
City:	CA
State:	
Zip:	94085
Telephone Number:	(408) 752-7700
Fax Number:	(408) 541-9003
Email Address:	bpaul@actiontec.com
Authorized Signature:	Al- 5/5/15
	Michael Ehlenberger (Global VP of Sales) on behalf of Brian Paul
Printed Name:	Chief Financial Officer
Position:	

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNatt TIPS Authorized Signature David Wayne Fitts

Approved by Region VIII ESC

6-25-15 Date

Date

#### References

\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

Organization	City	State	Contact Name
Mesa Public Schools	Mesa	AZ	David Sanders
Pasadena ISD	Pasadena	ТХ	Steve Wentz
Matanuska-Susitna Borough School District	Palmer	AK	Justin Michaud
Lassen County Office of Education	Susanville	CA	Robert Talley
West Aurora School Dist 129	Aurora	IL	Anthony Reiskis
McMurry University	Abilene	ТХ	Freddie Famble
Pioneer Valley Transit Authority	Springfield	MA	CJ Stankevich
Lamar Community College	Lamar	CO	Brian Harris
Miami Dade College	Miami	FL	Floyd E. Pittman

## Contact Phone

480.472.0005 713-740-0155 (907)761-4026 (530) 251-8700 or ext. 3047 630.849.5861 325.793.4900 (413) 732-6248 719.336.1577 (305) 237-0664

Actiontec

# Wireless Display Receiver

# ScreenBeam Pro

# **Enabling the Modern Classroom**

#### Reseller # SBWD100E2V (with VGA) SBWD100E2X (without VGA)

Model # SBWD100B



## Teach from Anywhere in the Classroom

When teachers are stuck behind a desk and computer, it's harder to interact with students, hold the attention of the classroom, and gauge student reactions. But ScreenBeam Pro Education Edition 2 gives teachers the freedom to move around the classroom, while interacting with content on the projector screen. Also, students can even work on lessons and problems from their tablet, and instantly share their work with the rest of the class without having to get up and write on the whiteboard.

## Bring Your Curriculum to Life

With ScreenBeam Pro Education Edition 2, it's easy to supplement traditional lectures with rich, engaging multimedia like videos, apps, educational programming, even specialized online course material. The wireless display solution lets users wirelessly share content from compatible tablets, smartphones, and laptops onto a projector screen or other display. It has never been easier to share online content or material stored on your computer or tablet with the entire class.





## Compatible with Your Gear

ScreenBeam works with a wide range of devices you may already be using in the classroom. The solution supports Microsoft Windows 7 and 8, Android/Wi-Fi Miracast devices, and Intel WiDi laptops, tablets, and smartphones. ScreenBeam is Microsoft's premier wireless display receiver for its Windows 8.1 devices, so you can be sure you'll get the best possible second screen experience.





# Add Support for Windows 7 with ScreenBeam Transmitter

While Windows 8.1 devices can connect with ScreenBeam natively, it's easy to add support for your older Windows 7 laptops too. Simply connect the ScreenBeam USB Transmitter to the USB port of your Windows laptop, install the provided software, and it will connect to your ScreenBeam receiver.

## **Device Management for IT**

Thanks to the free ScreenBeam Local Management Console, setup is simple for your school's IT team. For example, you can rename a receiver, manage display ports, or change the PIN pairing password.

If you have medium to large deployments of ScreenBeam receivers, upgrade to the ScreenBeam Central Management System (CMS) Enablement Package. The package includes a CMS software and network adapter that enable IT to remotely configure ScreenBeam receivers within the network.





# The Control You Need for the Classroom

Unlike other wireless display receiver solutions, ScreenBeam Pro Education Edition 2 is designed for the school's IT to manage and secure the connection. This means school's IT or teacher could enforce which device could connect to prevent unwanted content to be shown in the classroom. As a result, you don't have to worry about students displaying content from their own smartphones and tablets without teacher approval.



## No Wi-Fi Network Required

Unlike other wireless display solutions on the market, ScreenBeam creates a direct wireless display connection between your device and display, leaving plenty of bandwidth for other network tasks. ScreenBeam's direct connection delivers premium display quality and won't clog the school's network. There won't be lag times, choppy or freezing video or skipping audio, saving you from having to interrupt the lesson to troubleshoot the technology.





# VGA to HDMI adapter included

Have an older projector? No problem. ScreenBeam Pro Education Edition 2 includes a VGA to HDMI adapter, so you're able to use the latest wireless display technology with legacy projectors.

# Features

- Supported Wireless Display Technology
  - 4th Gen Intel WiDi
  - Wi-Fi Miracast
  - ScreenBeam USB Transmitter
- Wirelessly stream movies, videos, presentations, photos, apps and more to the big screen
- Mirror content from your laptop, tablet or smartphone to a projector
- Supports up to full 1080p HD video and audio
- Works up to 50 ft. away no line of sight required\*

- Does not require existing Wi-Fi router to setup
- Minimal interference with your existing Wi-Fi network
- Supports VGA with included HDMI-VGA adapter
- Local management access for IT to enforce PIN for new device pairing, manage HDMI output on idling, and firmware updates.
- Centrally manage medium to large deployments of ScreenBeam receivers using the ScreenBeam CMS Enablement Package (sold separately)
- Premier wireless display partner with Microsoft and Intel



# **Technical Specifications**

#### Video

- H.264 compression
- Supports up to full 1080p30 resolution

#### Audio

- LPCM & AAC
- Supports 5.1 surround sound

#### **A/V Interface**

- HDMI Type-A female connector
- VGA via adapter (included)

#### Wireless

- 802.11 a/b/g/n Dual-band 2.4 & 5GHz
- WPA2, WPS virtual PBC, AES 128-bit

#### **Content Protection**

- HDCP 2.x for HDMI

#### **Power Input**

- 5V/2A
- Consumption: Less than 4W

#### HDMI-to-VGA (YZ-050) Adapter

- Supports VGA output, 10-bit resolution up to 165MHz pixel rate of up to (1080p and UXGA)
- Supports LPCM and compressed surround sound
- Supports VGA output: 480I/P, 576I/P, 720P, 1080I/P, 640x480, 800x600, 1024x768, 1280x720, 1280x768, 1280x800, 1280x960, 1360x768, 1366x768, and 1920x1080
- Does not support protected content playback

## System Requirements

#### Select one of the following devices

- Windows 8.1 or higher (with Miracast support)
- Intel WiDi capable laptop or tablet with Intel WiDi 4 or higher
- Wi-Fi Miracast capable smartphone, tablet, or laptop
- Compatible Windows laptop or PC with ScreenBeam USB Transmitter\*\*
- Does not work with Apple products

# **Corporate Office**

760 North Mary Avenue Sunnyvale, CA 94085

## Sales

Main: (408) 752-7700 Sales Information: (800) 797-7001 E-mail: channelsales@actiontec.com Fax: (408) 541-9003

# **Technical Support**

Tel: (888) 436-0657 Fax: (719) 522-9421 Website: http://www.actiontec.com

- Distance varies depending on wireless condition and interference
- \*\* To check device compatibility with ScreenBeam USB Transmitter visit www.actiontec.com/299.html

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## www.actiontec.com