

VENDOR CONTRACT

Between Netrix LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
NETWORKING EQUIPMENT, SOFTWARE AND SERVICES
#01071615

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 NETWORKING EQUIPMENT, SOFTWARE AND SERVICES 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 01071615". 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.

- **Contracts:** 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.
- **Daily Order Confirmation:** 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.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** 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 general and/or special terms and conditions. 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:

Contract – NETWORKING EQUIPMENT, SOFTWARE AND SERVICES

Exceptions:

General: Per the "Form of Contract" and "Supplemental Agreements" sections,

purchases should be governed by the Netrix Client Services Agreement. We are happy to discuss changes, but because we are reselling third party products we will need some of our standard provisions to apply. A copy has been included.

Pg. 2 (Customer Support): Training will only be provided if specified at time of purchase.

Pg. 4 (Indemnity): Indemnity and liability should be governed by the terms of the Netrix Client Services Agreement, as entered into between TIPS members and Netrix.

Pg. 5 (Attorney's Fees): This section should be removed.

Pg. 9 (Services): Netrix's services generally are not subject to bonding requirements. If a bond is required, such requirement must be presented in writing prior to purchase.



Terms and Conditions of Sale

Netrix, LLC (Seller) agrees to supply, and Purchaser agrees to purchase, computer-related products ("goods") and services subject to the following terms and conditions:

1. **SHIPMENT AND DELIVERY:** Delivery of goods will be made FOB origin and Purchaser is responsible for insuring goods during transport. Seller will comply with all reasonable written shipping and handling instructions received prior to shipment. Seller may require COD payment. Purchaser shall examine all goods promptly upon receipt thereof. No later than five days (5) days after receipt, Purchaser shall notify Seller of all claimed shortages or defective goods, and shall specify with particularity all grounds for rejection. Failure to give such notice shall be deemed and acceptance of the goods as of the date of shipment.

2. **CREDIT AND PAYMENT TERMS:** Purchaser shall furnish Seller all reasonably requested financial information for the purpose of establishing or continuing Purchaser's credit limit, it being understood that Seller shall have the right to decline credit to Purchaser and to require that the goods and services shall be paid for prior to shipment or performance, as applicable. Seller shall have the right in its sole discretion and without notice to change or revoke Purchaser's credit limit on the basis of changes in Seller's credit policies or Purchaser's financial condition and/or payment record.

Payment terms for goods and services shall be as stated on Seller's invoice. A service charge of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law may be charged on all past due balances. Credit card (MasterCard and VISA) are only accepted at the time of order. Payment for all other orders must be made in accordance with the terms in effect at the time the order was placed.

In the event Purchaser fails to make timely payment of any amount invoiced hereunder, Seller shall have the immediate right, in addition to any and all other rights and remedies available to Seller at law or in equity, to revoke any credit extended, to delay or cancel future deliveries and services and/or to reduce or cancel any discounts extended to Purchaser. Purchaser shall reimburse Seller for all costs of collection, including reasonable attorneys' fees. Any obligations of Seller under this Agreement to deliver goods or services on credit terms shall terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Purchaser, or if a receiver or trustee is appointed to take possession of the assets of Purchaser.

3. **TAXES:** Purchaser shall bear and pay applicable federal, state, municipal and other government taxes and duties, and shipping charges. Unless otherwise specified, list prices or price quotations do not include such expenses, and they will appear, if applicable, as additional items on the invoice. Exemption certificates, valid in the place of delivery, must be presented to Seller prior to shipment.

4. **NONDEFECTIVE RETURN SHIPMENTS:** Returns are not accepted on all goods. Goods that have been opened or used cannot be returned. Goods missing original packaging cannot be returned. Memory products and opened software cannot be returned. All items returned must be complete, unopened, unused, and in resalable condition. At Seller's sole discretion, select opened items may be returned with a minimum of a 20% restocking fee plus return freight to our distributor. All service charges including but not limited to configuration charges, delivery charges, and freight will not be credited and must be paid. Seller requires preauthorization for the return of



all products. In all events, Purchaser shall bear the risk of loss or damage during transit. Products not preauthorized for return shall be refused or returned to Purchaser at Purchaser's expense.

5. DEFECTIVE RETURNS: Purchaser shall promptly (within 30 days) advise Seller of any defect in goods delivered and, without deduction or offset, upon obtaining proper authorization of Seller, ship defective goods to such location as directed by Seller. Seller may bear the expense of shipping the defective goods to its warehouse and the expense of shipping the repaired or replaced goods to Purchaser, unless such goods were not defective, in which case Purchaser shall bear all reasonable expenses incurred in inspecting, testing, and returning the goods. In all events, Purchaser shall bear the risk of loss or damage during transit. Seller reserves the right to require Purchaser to return defective goods directly to the goods' manufacturer for replacement according to the manufacturer's defective goods return policy. Seller shall not be obligated to repair or replace goods rendered defective, in whole or in part, by causes external to the goods, such as, but not limited to, catastrophe, power failure or transients, over voltage on interface, environmental extremes, improper use, maintenance and application of the goods, or use of unauthorized parts.

6. ORDER CANCELLATION POLICY: Purchaser may be responsible for cancellation charges if an order is canceled prior to shipment or delivery to Purchaser. Charges including, but not limited to return freight to Seller's distributors and configuration charges will be billed to Purchaser upon order cancellation if Seller has performed the service or the products or goods have already been shipped from Seller's distributors.

7. WARRANTIES: Goods are covered only by the original manufacturer's warranty, if any, and Seller shall pass through any available manufacturer warranties to Purchaser. All services, including "break-fix" services, are provided "as is." Purchaser acknowledges that break-fix services are provided in emergency situations only at Purchaser's request, and Purchaser agrees that any conflicting terms in other any agreement between Purchaser and Seller shall not apply to "break-fix" services. SELLER HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR DAMAGES OF ANY KIND ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY.

8. LIMITATION OF LIABILITY: SELLER SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, CLAIM OR INJURY WHICH RESULTS FROM THE USE OR APPLICATION BY PURCHASER OR ANY OTHER PARTY OF GOODS AND/OR SERVICES PROVIDED HEREUNDER, UNLESS THE LOSS, DAMAGE, CLAIM OR INJURY RESULTS DIRECTLY FROM THE GROSSLY NEGLIGENT, INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF SELLER. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR LOSS, DAMAGE, CLAIM OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY OTHER AGREEMENT WHICH APPLIES TO THE GOODS AND SERVICES, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY SELLER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF GOODS AND/OR SERVICES PAID FOR BY PURCHASER CAUSING THE LOSS, DAMAGE, CLAIM OR INJURY. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH SELLER'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH, ANY OF THESE TERMS AND CONDITIONS OR ANY OTHER TERMS COVERING THE GOODS AND/OR SERVICES EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES.



10. SEVERABILITY: A judicial determination that any provision hereunder is invalid in whole or in part shall not affect the enforceability of all other provisions.

11. GOVERNING LAW AND VENUE: This instrument is subject to, and shall be construed and governed by, the laws of the State of Illinois. Proper venue for any litigation arising out of this instrument shall be Cook County, Illinois.

12. NOTICES: Any notices which any party may be required, or may desire, to give hereunder shall be deemed to have been given if delivered by confirmed and prepaid overnight courier addressed:

In the case of the Seller:

Netrix, LLC
2801 Lakeside Drive – 1st Floor
Bannockburn, IL 60015
Attn: Tony Donato and General Counsel with a copy to Notice@netrixllc.com.

In the case of the Purchaser: to the most recent address the Seller has on file for the Purchaser. Purchaser agrees to notify Seller of any and all address changes as soon as they occur.

13. PARAGRAPH HEADINGS DESCRIPTIVE ONLY: Seller and Purchaser acknowledge that this instrument consists of multiple paragraphs each of which is preceded by a heading. The parties understand that the characterizations of such paragraphs are for general descriptive purposes only and are not definitive in nature.

14. ENTIRE AGREEMENT: Each of the parties hereto specifically acknowledge by the execution hereof that this document embodies the whole agreement of the parties for the purchase of goods and services on this order, and that no other communication or agreement between the parties shall apply. The parties agree that there are no promises, terms, conditions, or obligations other than those contained herein, and that this agreement shall supersede all previous communications, representations, or agreements either verbal or written, between the parties hereto for the goods and services in the attached order.

The parties specifically acknowledge and agree that neither this agreement nor any provisions hereof may be amended waived, discharged or terminated orally, but only by an instrument duly acknowledged and executed in writing by the party against whom enforcement of the change is sought.

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 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674	Contact	Kim Thompson, Coordinator of Office Operations	Building
Bid Number	01071615			Floor/Room
Title	Networking Equipment, Software and Services			Telephone
Bid Type	RFP	Department		Fax
Issue Date	05/01/2015	Building		Email
Close Date	6/12/2015 3:00:00 PM CT			
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Netrix, LLC
 Address 2801 LAKESIDE DRIVE
 STE 125
 BANNOCKBURN, IL 60015

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (847) 2837349
 Fax 1 (847) 2837349
 Email
 Submitted 6/12/2015 2:47:41 PM CT
 Total \$0.00

Signature Michael Lombardo

Email mlombardo@netrixllc.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	<p>1. Click to start and join at the specified time and date: https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990 Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p>TO USE YOUR COMPUTER'S AUDIO: When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p>TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States Long Distance: +1 (415) 655-0051 Access Code: 749-762-945 Audio PIN: Shown after joining the webinar</p>
05/07/15	Pre-Bid Webinar	<p>Time and date of the webinar: Friday, May 8, 2015 2:00 PM CST</p>
05/13/15	Pre-Bid Webinar (Recorded)	<p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar: https://www.tips-usa.com/prebidmeeting.html (You must have a video player plugin for your browser to view the recording.)</p>

Please review the following and respond where 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.	No
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?	Bannockburn
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Illinois
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 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	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

9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	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
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	1
15	Years Experience	Company years experience in this category?	25
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	All 50
18	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.)	Netrix is a full service IT provider that designs, implements, and supports technology solutions. As a Microsoft Gold Partner, Juniper Elite Partner, Cisco Gold Partner, and Citrix Gold Partner, we deliver true value and enterprise class solutions for organizations of all sizes as a means to increase productivity and enhance their competitive edge. Our concentration is in the areas of unified communications, mobility, data center, network infrastructure, software development, system services, security services, cloud center solutions, audio & visual, managed services, and 24x7 support. We are the delivery component that helps clients reinvent their use of information technology.
19	Resellers:	Does the vendor have resellers that it will name under this 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.	No
20	Primary Contact Name	Primary Contact Name	Parag Humbad
21	Primary Contact Title	Primary Contact Title	Sales Executive
22	Primary Contact Email	Primary Contact Email	phumbad@netrixllc.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8476266776
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8472837500

25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7738109680
26	Secondary Contact Name	Secondary Contact Name	Mike Lombardo
27	Secondary Contact Title	Secondary Contact Title	Government Sales Manager
28	Secondary Contact Email	Secondary Contact Email	mlombardo@netrixllc.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7032832392
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8472837500
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7032832392
32	2% Contact Name	2% Contact Name	Magdalena Maka
33	2% Contact Email	2% Contact Email	mmaka@netrixllc.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8476266786
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	parag humbad
37	Purchase Order Contact Email	Purchase Order Contact Email	phumbad@netrixllc.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8476266776
39	Company Website	Company Website (Format - www.company.com)	www.netrixllc.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	36-4413678
41	Primary Address	Primary Address	2801 Lakeside Dr
42	Primary Address City	Primary Address City	Bannockburn
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	IL
44	Primary Address Zip	Primary Address Zip	60015
45	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.)	As a Microsoft Gold Partner, Juniper Elite Partner, Cisco Gold Partner, and Citrix Gold Partner, Hewlett Packard
46	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.)	Yes
47	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	1 month or terms of performance contract

Line Items	
	Response Total: \$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City	State
Ingram Micro	415 Lies Rd E	Carol Stream	IL
Synnex	44201 Nobel Drive	Fremont	CA
Tech Data	7701 Vorden Pkwy	South Bend	IN
D&H	605 Crescent Executive Ct	Lake Mary	FL
Scansource	250 Scientific Drive Suite 1	Norcross	GA

**We have hundreds of other suppliers & resellers and we add more on an as needed basis.
The above five are our main distributors.**

Zip	Contact Name	Contact Email	Contact Phone
60188	Steve	Kazmerziack	800-456-8000
94538	Nathan	Stinnett	510-656-3333
46628	We have a support team		574-323-4000
32746	Matt	King	800-989-9009
30092	Grace	Libonati	800-944-2439

Contact Fax	Company Website
510-668-3777	www. ingrammicro .com/ www. synnex .com/ https://www. techdata .com/ https://www.dandh.com/ www.scansource.com

Provisions for purchase with federal funds for contracts exceeding \$100,000

These forms are for non-construction contracts

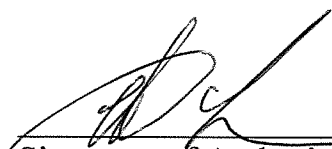
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES ☒ NO ☐



5/4/2015

Signature of Authorized Company Official

Date

Michael Lombardo

Printed Name of Authorized Company Official

Netrix LLC

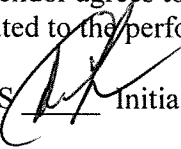
Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES  Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES  Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES  Initial of Authorized Company Official

Certification Regarding Lobbying

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Netrix LLC

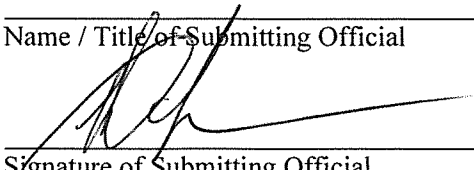
Name of Organization

2801 Lakeside Dr, Bannockburn IL 60015

Address of Organization

Michael Lombardo / Government Sales Manager

Name / Title of Submitting Official



Signature of Submitting Official

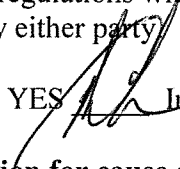
5/4/2015

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

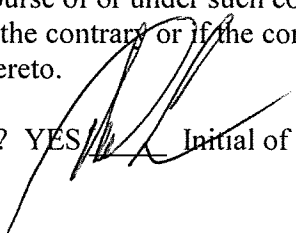
Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

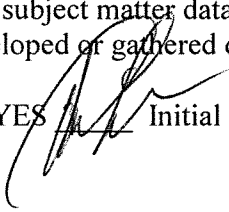
Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES  Initial of Authorized Company Official

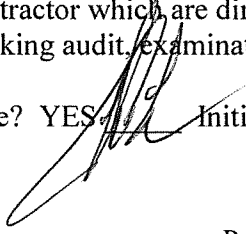
Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

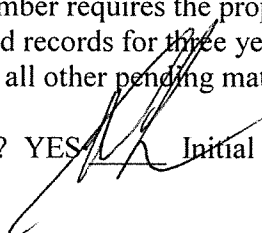
Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES  Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

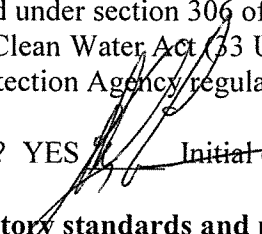
Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES  Initial of Authorized Company Official

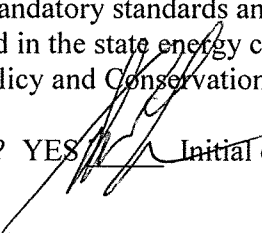
Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES  Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO ☒ Initial of Authorized Company Official

YES ☐ Initial of Authorized Company Official

Company Official: Stephen Dress

Company: Netrix, LLC

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: Netrix LLC
Mailing Address: 2801 Lakeside Dr
City: Bannockburn
State: IL
Zip: 60015
Telephone Number: 847 283 7300
Fax Number: 847 283 7500
Email Address: Phombad@NetrixLLC.com
Authorized Signature: 
Printed Name: Michael Lombardo
Position: Sale Government Managers

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.

Blende McNatt 7-16-15
TIPS Authorized Signature Date

David Wayne Fitts 7-16-15
Approved by Region VIII ESC 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	Contact Phone
Dupage County Government	Wheaton	IL	Wendi Wagner	630-407-5064
City of Evanston	Evanston	IL	Ken Mysliwiec	847-448-8072
University of Pennsylvania	Philadelphia	PA	Brent A. Friedman	215-898-1450

1. COMPANY OVERVIEW

Primary Name : Netrix, LLC
Alternate Name : (none)
D-U-N-S® : 08-902-7127
Address : 2801 Lakeside Dr Ste 125
 Bannockburn, IL 60015
Telephone Number : +1 (847) 283-7300

Past Performance Evaluation

Report Date : 04-17-2015
Order Number 2293312

Company Information

Year Started: 2001
Year of Current Control: 2001
Annual Sales: \$ 13,600,000
Total Employees: 100
SIC/Line of Business: 5045/Computers, peripherals, and software

2. SUPPLIER PERFORMANCE RATINGS

The supplier's overall performance rating is an assessment of predicted performance. Ratings are on a scale from 0 to 100, where 100 represents the highest level of customer satisfaction. The SIC-level benchmark indicates how the supplier's overall performance rating ranks in comparison against peers.

Overall Performance Rating

93



Overall, how satisfied do you feel about the performance of this company during this transaction?

Bottom

SIC:

SIC/Quintile



Top

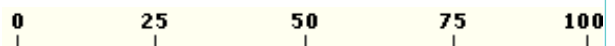
5045/Computers, peripherals, and software

Detailed Performance Ratings

RELIABILITY:

How reliably do you think this company follows through on its commitments?

92



COST:

How closely did your final total costs correspond to your expectations at the beginning of the transaction?

89



ORDER ACCURACY:

How well do you think the product/service delivered matched your order specifications and quantity?

94



DELIVERY/TIMELINESS:

How satisfied do you feel about the timeliness of the product/service delivery?

91



QUALITY:

How satisfied do you feel about the quality of the product/service provided by this company?

93



BUSINESS RELATIONS:

How easy do you think this company is to do business with?

94



PERSONNEL:

How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?

91



CUSTOMER SUPPORT:

How satisfied do you feel about the customer support you received from this company?

94



RESPONSIVENESS:

How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?

93



Past Performance Evaluation

Business Name : Netrix, LLC
D-U-N-S® : 08-902-7127
Report Date : 04-17-2015

3. DISTRIBUTION OF FEEDBACK

This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from customers in the last 12 months. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). All Customer feedback is provided confidentially; individual reference responses are not disclosed.

The percentages of responses falling into each category are shown below.



4. CUSTOMER REFERENCES SURVEYED

The most recent feedback obtained on this supplier came from companies in the following industries.

SIC/Line of Business:

Total number of surveys completed : 11.

Note: The supplier ratings set forth above incorporate the responses and performance opinions of the surveyed customer references and not those of Dun & Bradstreet. Some references may not have provided ratings for all performance aspects.

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