

# **VENDOR CONTRACT**

Between TeleComp 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](mailto: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 1<sup>st</sup> 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.
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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:

[illegible]

# 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	Contact	Kim Thompson, Coordinator of Office Operations	Department Building
Fax	+1 (866) 749-6674			Floor/Room
Bid Number	01071615	Department Building		Telephone
Title	Networking Equipment, Software and Services			Fax
Bid Type	RFP			Email
Issue Date	05/01/2015	Floor/Room		
Close Date	6/12/2015 3:00:00 PM CT	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company	TeleComp
Address	207 S Main
	Bentonville, AR 72712
Contact	Gino Capito
Department	
Building	
Floor/Room	
Telephone	1 (479) 2712200 221
Fax	1
Email	sales@telecomp.com
Submitted	6/10/2015 4:52:21 PM CT
Total	\$0.00

Signature Gino Capito

Email gino@telecomp.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:  <a href="https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990">https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990</a>  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:  <a href="https://www.tips-usa.com/prebidmeeting.html">https://www.tips-usa.com/prebidmeeting.html</a>  (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?	Bentonville
5	Company Residence (State)	Vendor's principal place of business is in the state of?	AR
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?	No
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?	5
15	Years Experience	Company years experience in this category?	13
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)	
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.)	TeleComp has been a full service technology company offering sales, service and implementation of business telephone systems and other Telecommunications, Networking (including SAN, WiFi, switches and routers), Managed IT Services and Visual Solutions.
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	Gino Capito
21	Primary Contact Title	Primary Contact Title	President
22	Primary Contact Email	Primary Contact Email	gino@telecomp.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4796967171
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4792716060
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Bill Fernandez
27	Secondary Contact Title	Secondary Contact Title	Sales Director
28	Secondary Contact Email	Secondary Contact Email	bill@telecomp.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4796967140
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	

32	2% Contact Name	2% Contact Name	Georgia Thorsen
33	2% Contact Email	2% Contact Email	financial@telecomp.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4792712200
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	Gino Capito
37	Purchase Order Contact Email	Purchase Order Contact Email	sales@telecomp.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4796967171
39	Company Website	Company Website (Format - www.company.com)	www.telecomp.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
41	Primary Address	Primary Address	207 S Main Street
42	Primary Address City	Primary Address City	Bentonville
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
44	Primary Address Zip	Primary Address Zip	72712
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.)	Aerohive, Cisco, Microsoft, LifeSize, Mimio, HP, Lync, Office 365, Dell, VMware, vsphere, hyper-V, SCCM, ShoreTel, Jive, Aruba, Veeam, Lightspeed, VoIP, WiFi, SAN, virtualization
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")	Term of Contract



Line Items		
Response Total:		\$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City	State
Aerohive	330 Gibraltar Drive	Sunnyvale	CA

Zip	Contact Name	Contact Email	Contact Phone
94089	Dave Rogers	<a href="mailto:drogers@aerohive.com">drogers@aerohive.com</a>	408-470-4938

Contact Fax	Company Website
408-510-6199	<a href="http://www.aerohive.com">www.aerohive.com</a>

**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

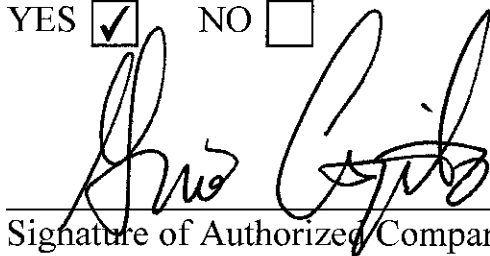
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education 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 ☐



5.14.15

Signature of Authorized Company Official

Date

Gino Capito

Printed Name of Authorized Company Official

TeleComp

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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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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 <sup>gc</sup>\_\_\_\_\_ 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.

TeleComp

Name of Organization

207 S Main St, Bentonville, AR 72712

Address of Organization

Gino Capito / President

Name / Title of Submitting Official

Signature of Submitting Official

5-13-15

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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ 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 <sup>gc</sup>\_\_\_\_\_ Initial of Authorized Company Official

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## SUSPENSION OR DEBARMENT CERTIFICATE

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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: Gino Capito / President

Company: TeleComp

# Aerohive Networks Certificate of Completion

is hereby granted to

**Dustin Gamble**

to certify successful completion of the course:

**Aerohive Advanced  
WLAN Configuration (AAWC)**

Granted: Dec 1, 2011

Instructor: **David Coleman** -- **Aerohive Networks**



# Aerohive Networks Certificate of Completion

is hereby granted to

**Dustin Gamble**

to certify successful completion of the course:

**Aerohive Essentials  
WLAN Configuration (AEWC)**

Granted: Dec 1, 2011

Instructor: David Coleman – Aerohive Networks



# Aerohive Networks Certificate of Completion

is hereby granted to

**John Grau**

to certify successful completion of the course:

**Aerohive Essentials**

**WLAN Configuration (AEWC)**

Granted: Dec 1, 2011

Instructor: David Coleman – Aerohive Networks





# Aerohive Networks Certificate of Completion

is hereby granted to

**Bill Fernandez**

to certify successful completion of the course:

**Aerohive Essentials  
WLAN Configuration (AEWC)**


Granted: Dec 1, 2011

Instructor: David Coleman – Aerohive Networks



## 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: TeleComp  
Mailing Address: 207 S Main, St  
City: Bentonville  
State: AR  
Zip: 72712  
Telephone Number: (479) 271-2200  
Fax Number: (479) 271-6060  
Email Address: sales@telecomp.com  
Authorized Signature:   
Printed Name: Gino Capito  
Position: President

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 Mc Natt 7-16-15  
TIPS Authorized Signature Date  
David Wayne Fitts 7-16-15  
Approved by Region VIII ESC Date



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

Organization	City	State	Contact Name
Academic School for Mathematics, Sciences and the Arts	Hot Springs	AR	Ralph Malone
Academics Plus Charter School	Maumelle	AR	Cid Williams
Riverview School District	Searcy	AR	Kyle Cross
Dover Public Schools	Dover	AR	Ben Jannell
Grove Public Schools	Grove	OK	David Roberts
Fayetteville Schools	Fayetteville	AR	Ryan Dugger
Dawson Education Coop	Arkadelphia	AR	Tonia McMillam

Contact Phone
---------------

501-622-5274

501-803-9730

501-279-7700

479-331-3764

918-786-2207

479-973-8692

870-246-3077



## AEROHIVE NETWORKS, INC. LIMITED HARDWARE WARRANTY

Read the *Aerohive Deployment Guide* carefully before using the product.

### LIMITED HARDWARE WARRANTY: LIMITED LIFETIME HARDWARE WARRANTY OR ONE-YEAR HARDWARE WARRANTY

Aerohive Networks, Inc. ("Aerohive") warrants to end users that the Aerohive hardware products will substantially conform to Aerohive's published specifications for the hardware products for either (a) so long as you own the hardware products for up to five (5) years following Aerohive's announcement of the end-of-sale of such hardware products, **OR** (b) a period of one (1) year from the earlier to occur of: (i) ninety (90) days after Aerohive ships the Aerohive product, or (ii) the first date on which you submit a Support or warranty Support request to Aerohive Technical Support (the "Warranty Period"). The applicable Warranty Period will be as specified by Aerohive at [www.aerohive.com/support](http://www.aerohive.com/support), as updated from time to time. In addition to the foregoing, Aerohive shall provide basic online Technical Support for two (2) weeks from the beginning of the Warranty Period. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THIS PRODUCT. In the event of a hardware failure that is verified by an Aerohive Technical Support team member, Aerohive will replace the defective Aerohive hardware product at no charge to you. The replaced product will be shipped to you within ten (10) days after Aerohive receives the defective unit from you. Aerohive will have no obligation with respect to warranty issues caused by or resulting from any of the following: (a) installation or use of non-Aerohive software on or in the Aerohive product; (b) modifications or repairs to the Aerohive product made by you or any third party without Aerohive's express written authorization; (c) damage or defects caused by accident, neglect, misuse, abuse, failure of electric power, adverse environmental conditions, unusual electrical or physical stress, catastrophe, negligence, improper storage, testing or connection, or other improper treatment; (d) your use or operation of the Aerohive product other than as recommended by Aerohive and/or as provided in the product documentation; (e) misconfiguration of the Aerohive product and/or related software; or (f) any other causes beyond Aerohive's reasonable control or the acts or omissions by end users or other third parties. YOUR EXCLUSIVE REMEDY, AND AEROHIVE'S SOLE LIABILITY, FOR ANY BREACH OF THE FOREGOING LIMITED WARRANTY IS FOR AEROHIVE TO USE COMMERCIAL REASONABLE EFFORTS TO REPAIR OR REPLACE THE RETURNED HARDWARE PRODUCT. IF AEROHIVE CANNOT, OR DETERMINES THAT IT IS NOT PRACTICAL TO, REPAIR OR REPLACE THE RETURNED HARDWARE PRODUCT, THEN AEROHIVE MAY, IN ITS SOLE DISCRETION, REFUND THE AMOUNTS RECEIVED BY AEROHIVE FOR SUCH HARDWARE PRODUCT.

### YOUR DUTIES

To receive a replacement hardware product, you must obtain a return materials authorization (RMA) number from Aerohive prior to shipping by contacting Aerohive Technical Support at [www.aerohive.com/support/login.html](http://www.aerohive.com/support/login.html) or by phone (+1 408.510.6100 or 866.365.9918). You must return the hardware product within the Warranty Period. Returns made outside the Warranty Period may not be accepted. Returns must be shipped postage pre-paid to the Aerohive service address provided with the RMA number along with a copy of the original sales receipt, your return address, and the RMA number clearly printed on the outside of the package.

Aerohive reserves the right to refuse to provide service free-of-charge if the sales receipt is not provided, if the information contained in it is incomplete or illegible, if the serial number is altered or removed, or if the product has been tampered with or has been altered or used with accessories, devices or equipment inconsistent with Aerohive product documentation, specifications, regulatory equipment authorizations, and recommendations. Aerohive will not be responsible for any losses or damage to the product incurred while the hardware product is in transit.

### DISCLAIMER

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN, ALL PRODUCTS AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND AEROHIVE, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, "SUPPLIERS") HEREBY SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT, AND THE IMPLIED CONDITION OF SATISFACTORY QUALITY. AEROHIVE AND ITS SUPPLIERS DO NOT WARRANT THAT (I) THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE; (II) THE PRODUCTS AND DOCUMENTATION WILL MEET THE END USERS' REQUIREMENTS; (III) THE PRODUCTS WILL OPERATE IN COMBINATIONS AND CONFIGURATIONS SELECTED BY THE END USER OR (IV) THAT ALL PRODUCT ERRORS WILL BE CORRECTED.

### LIMITATION OF LIABILITY

IN NO EVENT WILL AEROHIVE, ITS SUPPLIERS, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF GOODWILL, LOSS OF DATA OR SYSTEM USE, AND OTHER BUSINESS LOSS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL AEROHIVE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE HARDWARE, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY, EXCEED THE TOTAL AMOUNT YOU PAID FOR THE AEROHIVE HARDWARE PRODUCT.

The foregoing shall apply notwithstanding any failure or inability to provide the limited remedies set forth in this limited warranty. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you.

### CHOICE OF LAW

This limited warranty is governed by the laws of the State of California, without reference to its conflict of law provisions or the U.N. Convention on Contracts for the International Sale of Goods, and shall benefit Aerohive, its successors and assigns. This limited warranty does not affect your statutory rights under applicable laws in force in their locality, or your rights against the dealer arising from their sales/purchase contract.

For further information concerning this limited warranty, contact Aerohive Technical Support online at [www.aerohive.com/support/login.html](http://www.aerohive.com/support/login.html) or by phone at +1 408.510.6100 or 866.365.9918.



## AEROHIVE NETWORKS, INC. SUPPORT TERMS

The Aerohive support offerings provide what you need to help you keep your wireless network up and running. Bundled Warranty Support provides basic issue resolution and replacement of Aerohive products within the applicable warranty period. If you need round-the-clock access to Technical Support, you can elect to upgrade to Aerohive's Paid Support offering that includes 24x7 or 8x5 Technical Support, web and phone support access, next day advanced hardware replacement, and software updates.

### Bundled Warranty Support

Every Aerohive product includes a warranty that provides (a) three months of access to the Aerohive Customer Support Portal, which provides standard software updates (including bug fixes and error corrections) and upgrades (including generally available new features and enhancements), and (b) limited lifetime hardware repair or replacement services **OR** hardware repair and replacement services for a one-year period.<sup>1</sup>

As part of the limited hardware warranty, if you experience a hardware failure that is verified by an Aerohive Technical Support technician, we will ship you a replacement unit within ten days after the date we receive the defective unit<sup>2</sup> and will reimburse you for your reasonable shipping costs.

Bundled Warranty Support can be augmented by purchasing an Aerohive Paid Support offering described below.

### Paid Support

Through its Paid Support Program, Aerohive offers two levels of Technical Support service.

#### Technical Support

Get support for an unlimited<sup>3</sup> number of questions or issues either 24 hours a day, 7 days a week (24x7 Paid Support), or Monday – Friday 7:00 A.M. – 6:00 P.M. Pacific Standard Time (8x5 Paid Support). Both levels of Aerohive Paid Support provide access to the Aerohive Technical Support team by phone or online, software subscription, and next-business-day advanced replacement of hardware.<sup>4</sup>

Aerohive Technical Support is available by phone at 866-365-9918 (toll-free in the U.S. and Canada) or +1 408-510-6100 (international; collect calls accepted) and online by submitting an issue request via the Aerohive Customer Support Portal. To access the Support Portal, a login is required. You can request a Support Portal login account at [www.aerohive.com/support/login.html](http://www.aerohive.com/support/login.html). Once you have completed portal registration, you can reach Aerohive Technical Support representatives through the online portal or by phone.

With 24x7 Paid Support, Aerohive will use commercially reasonable efforts to respond to your Technical Support requests within four hours of receipt of your online request or voicemail message. Responses may be delivered by email or telephone.

The next-business-day advanced replacement option and the software subscription option are included for both the 24x7 and the 8x5 Paid Support plans. The software subscription offering is also available separately.

### Software Subscription

(Included with 24x7 Paid Support, 8x5 Paid Support, and available separately.) With a software subscription, you receive the most up-to-date Aerohive software upgrades and updates for HiveOS and HiveManager products.<sup>5</sup> Updates include bug fixes and error corrections. Upgrades include new product features and enhancements that Aerohive makes available to its customers at its discretion.

### Next-Business-Day Advanced Replacement

(Available with all Paid Support plans.) If you experience a hardware failure that is verified by an Aerohive Technical Support team member<sup>6</sup>, you will be sent a replacement unit via a nationally recognized courier to your location within the United States or Canada.

If Aerohive verifies the hardware failure and authorizes a replacement by 1:00 P.M. Pacific Time Monday through Friday, a replacement unit will be shipped to you overnight for next-business-day delivery. If the hardware failure is verified by Aerohive outside of these hours, your replacement unit will be shipped on the next business day for delivery to you on the following business day.

You will have 30 days from the date you receive your replacement unit to return the replaced unit to Aerohive in a pre-paid shipping box. If Aerohive does not receive the replaced unit within the 30-day period, Aerohive will invoice you for the then-current price of the replacement unit.

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1 Subject to the terms and conditions below and the hardware warranty and end user license agreement that accompanies the Aerohive product. The applicable warranty period is specified at: [www.aerohive.com/support](http://www.aerohive.com/support)

2 Subject to the terms and conditions of the hardware warranty that accompanies the Aerohive product.

3 Subject to terms related to excessive use.

4 24x7 and 8x5 access to Technical Support excludes occasional downtime due to system and server maintenance, observed U.S. holidays, and events beyond our reasonable control.

5 Aerohive does not warrant or guarantee that future updates and upgrades will be supported by current Aerohive hardware. Updates and upgrades shall be provided as they are made generally available by Aerohive at Aerohive's sole discretion.

6 Replacements will only be provided for reproducible hardware errors verified by an Aerohive Technical Support representative.

## TERMS AND CONDITIONS

**General.** These terms and conditions (the "Agreement") set forth the terms and conditions that apply to your use of the Aerohive Bundled Warranty Support and Paid Support programs (collectively the "Support Program"). Support Program coverage is non-transferable and is valid for the Support Program member only. Aerohive reserves the right to limit each Support contact to one hour and/or one incident. For purposes of this Agreement, "incident" means a single issue or problem that you ask a Support representative to analyze or resolve. Aerohive may also limit or terminate a Support Program, or may elect not to renew Support Program membership, to any Support Program member who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by Aerohive in its sole discretion. Aerohive may change or add to the terms of the Support Program at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Support Program upon notice by any means Aerohive determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Support Program or on any Aerohive web site. All AP devices connected to a HiveManager must have the same level of support. If this is not the case, all of the APs connected to a HiveManager will receive the lowest level of entitlement currently available for these devices (which may be no support) until all devices are updated to the same level of support.

**1. Availability.** If you purchase 24x7 Paid Support, Aerohive will provide Support 24 hours a day, 7 days a week during the Term. If you purchase 8x5 Paid Support, Aerohive will provide Support Monday – Friday 7:00 A.M. to 6:00 P.M. Pacific Time (excluding observed U.S. holidays) during the Term. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, observed U.S. holidays, and events beyond Aerohive's reasonable control. Aerohive is not responsible for long-distance telephone charges incurred in connection with the use of the Support Program.

**2. Issues Not Covered by Support.** The Support Program does not cover, and Aerohive will have no obligation to provide Support for, Support issues caused by or resulting from any of the following: (a) installation or use of non-Aerohive software on or in the Aerohive product; (b) modifications or repairs to the Aerohive product made by you or any third party without Aerohive's express written authorization; (c) damage or defects caused by accident, neglect, misuse, abuse, failure of electric power, adverse environmental conditions, unusual electrical or physical stress, catastrophe, negligence, improper storage, testing or connection, or other improper treatment; (d) your use of the Aerohive product other than as recommended by Aerohive and/or as provided in the product documentation; (e) misconfiguration of the Aerohive product and/or related software; (f) any software that was released more than one year before the then most current upgrade of the software; or (g) any other causes beyond Aerohive's reasonable control or the acts or omissions of end users or any other third parties. Aerohive shall not be obligated to provide Support services in the event of a discontinuation of the Support Program or gaps in the Support Program resulting from your non-payment.

**3. Term.** Bundled Warranty Support will commence on the earlier to occur of: (i) thirty (30) days after Aerohive ships the Aerohive product, or (ii) the first date on which you submit a Support request to Aerohive Technical Support and will immediately expire at the end of the applicable published warranty period (the "Bundled Warranty Period"). Paid Support programs will commence on the date you purchase the Paid Support program and will expire in accordance with the Support period described in the ordering document executed by Aerohive or an Aerohive authorized reseller (the "Paid Support Period"). As used in this Agreement, "Term" means either the Bundled Warranty Period or the Paid Support Period, as applicable. Aerohive reserves the right to cease offering renewal of the Paid Support program at any time after the initial Term. Your rights under this Agreement may be terminated by Aerohive immediately and without notice if you fail to comply with any term or condition of this Agreement. Any termination of this Agreement shall not affect Aerohive's rights hereunder.

**4. Disclaimer of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH, ALL PRODUCTS AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AEROHIVE, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL OTHER WARRANTIES REGARDING THE AEROHIVE PRODUCT, SERVICES PROVIDED AND THE SUPPORT PROGRAM, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. AEROHIVE AND ITS SUPPLIERS DO NOT WARRANT THAT (I) THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE; (II) THE PRODUCTS AND DOCUMENTATION WILL MEET THE END USERS' REQUIREMENTS; (III) THE PRODUCTS WILL OPERATE IN COMBINATIONS AND CONFIGURATIONS SELECTED BY THE END USER OR (IV) THAT ALL PRODUCT ERRORS WILL BE CORRECTED.

**5. Limitation of Liability.** THE ENTIRE LIABILITY OF AEROHIVE AND ITS SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE AEROHIVE PRODUCT AND SUPPORT PROGRAM DURING THE TERM IN WHICH ANY CLAIM ARISES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AEROHIVE AND ITS SUPPLIERS, AGENTS AND REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES OR LOSS OF SYSTEM USE, LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF AEROHIVE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DOES AEROHIVE ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AEROHIVE AND YOU. AEROHIVE WOULD NOT BE ABLE TO HAVE PROVIDED THE AEROHIVE PRODUCT AND SUPPORT PROGRAM WITHOUT SUCH LIMITATIONS.

**6. Miscellaneous.** This Agreement, the hardware warranty and the end user license agreement that accompanied the Aerohive Product represent a complete statement of the agreement between you and Aerohive, and set forth the entire liability of Aerohive and its suppliers and your exclusive remedy with respect to the Support Program. In the event of a conflict between this Agreement and the hardware warranty and end user license agreement accompanying the Aerohive Product, the hardware warranty and end user license agreement shall control. The suppliers, agents, employees, distributors, and dealers of Aerohive are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Aerohive. Any waiver of the terms herein by Aerohive must be in a writing signed by an authorized officer of Aerohive and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Santa Clara County, California. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.

# Aerohive Support Offerings

## Limited Lifetime Warranty for Access Points

All access points from Aerohive Networks are bundled with a limited lifetime hardware warranty that provides replacement for access points until the end of life of the product, which is five (5) years after the end of sale of the product.

All other hardware has a one-year hardware replacement warranty. For full details on the warranty, please see the Hardware Warranty document.

## Paid Support

Recognizing the importance of keeping your wireless network up and running, Aerohive provides you with a robust support offering. We provide several options including a software subscription support service, an 8x5 or 24x7 support option, and advanced hardware replacement.

- **Technical Support**

The Aerohive support contract provides unlimited access to the Aerohive support team by phone, pager, or online either 8x5 or 24x7 depending on the support product purchased.

- **Software Updates**

The Aerohive support contract provides software upgrades and updates to HiveOS and the HiveManager.

- **Next Business Day Advanced Replacement**

Some support offerings provide next business day advanced replacement. If there is a hardware failure of a device covered by a support contract, a replacement unit will be sent overnight to all locations within the US and Canada assuming the issue is identified by 1:00 p.m. Pacific Time on Monday through Friday. Within the European Union, the issue must be identified by 3:00 p.m. CET. The replacement product will be received the next day unless the unit is shipped over the weekend in which case it will be delivered on Tuesday, Aerohive's holidays excepted. The customer has 30 days to return the replaced unit in a pre-paid box.