

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

IP TV and Video Distribution

CONTRACT #1092216

## 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. **If an order indicates that the Davis-Bacon act is applicable, SKC reserves the right to adjust prices for services accordingly.**

### 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 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. **If an item cannot be shipped within five (5) working days, SKC will provide an estimated ship date; SKC will not be held responsible for delays caused by Invoices manufacturers or other third-party entities.**

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 participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

## 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". 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. **Please see attached SOW, that a member would be required to sign for any design/installation project.**

#### **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. **SKC reserves the right to request removal of our name/logo if we find the use objectionable.**

## **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.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **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.

**Notwithstanding anything in the foregoing to the contrary, the price to the TIPS member may increase if there is an increased cost to SKC in order to comply with any additional provisions.**

**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:



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Karen Walton Internal Support Specialist	Address	Region VIII Education Service Center	Address
Email	Karen.Walton@tips-usa.com		4845 US Highway 271	
Phone	(903) 575-2761		North	Contact
Fax	(866) 929-4402	Contact	Pittsburg, TX 75686	
Bid Number	1092216		Kim Thompson, TIPS Office Manager	Department Building
Title	IP TV and Video Distribution	Department Building		Floor/Room
Bid Type	RFP			Telephone
Issue Date	7/1/2016 08:00 AM (CT)			Fax
Close Date	8/12/2016 03:00:00 PM (CT)	Floor/Room		Email
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company	SKC Communication Products, LLC
Address	1910 Friman Dr. Suite 120 Richardson, TX 75081
	Richardson, TX 75081
Contact	Victor Cuellar
Department	
Building	
Floor/Room	
Telephone	1 (800) 8857779 2815
Fax	1 (800) 4544752
Email	victor.cuellar@skccom.com
Submitted	8/11/2016 10:08:14 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Victor Cuellar Email victor.cuellar@skccom.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

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	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	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.)	SKC Communications designs, builds and manages video, voice and AV solutions that enable our clients to better collaborate, communicate and connect – any time and any place. Our core specialties are: <ul style="list-style-type: none"> <li>• Audio/Visual Integration</li> <li>• Videoconferencing</li> <li>• Voice Solutions (IP Telephony and Headsets)</li> <li>• Managed Services</li> </ul>
6	Primary Contact Name	Primary Contact Name	Victor Cuellar
7	Primary Contact Title	Primary Contact Title	Account Executive
8	Primary Contact Email	Primary Contact Email	victor.cuellar@skccom.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(214) 720-2815
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(800) 454-4752
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(972) 835-5836
12	Secondary Contact Name	Secondary Contact Name	Angela Jones
13	Secondary Contact Title	Secondary Contact Title	Assistant Account Executive
14	Secondary Contact Email	Secondary Contact Email	angie.jones@skccom.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(913) 543-7272
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(800) 454-4752
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(913) 543-7272

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Joanne Allman
19	Admin Fee Contact Email	Admin Fee Contact Email	joanne.allman@skccom.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(913) 543-7293
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Angela Jones
22	Purchase Order Contact Email	Purchase Order Contact Email	angie.jones@skccom.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(913) 543-7272
24	Company Website	Company Website (Format - www.company.com)	www.skccom.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	27-4159891
26	Primary Address	Primary Address	8320 Hedge Lane Terrace
27	Primary Address City	Primary Address City	Shawnee
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	KS
29	Primary Address Zip	Primary Address Zip	66227
30	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.)	A/V, videoconferencing, videoconference, vbrick
31	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 Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Shawnee
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Kansas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No

37	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
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	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
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	0
44	Years Experience	Company years experience in this category?	30
45	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
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract



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Line Items

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Response Total: \$0.00

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**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

YES or  NO

**2. If yes, do you agree to comply with the following federal requirements?** (Check one)

YES or  NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.


(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name SKC Communication Products, LLC

Name of authorized representative Erin Belenky

Signature of authorized representative 

Date 08/05/2016

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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 \$25,000.00. 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.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: SKC Communication Products, LLC

Vendor Address: 8320 Hedge Lane Terrace, Shawnee, KS 66227

Vendor E-mail Address: victor.cuellar@skccom.com

Vendor Telephone: 800-882-7779

Authorized Company Official's Name: Erin Belenky

Signature of Company Official: *Erin Belenky*

Date: 8/5/10

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Erin Belenky  
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Erin Belenky

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:


Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

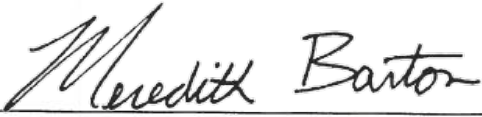
Signature of Authorized Company Official: \_\_\_\_\_

## 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: SKC Communication Products, LLC  
Mailing Address: 8320 Hedge Lane Terrace  
City: Shawnee  
State: KS  
Zip: 66227  
Telephone Number: (800) 822-8779  
Fax Number: (800) 454-4759  
Email Address: victor.cuellar@skccom.com  
Authorized Signature:   
Printed Name: Erin Belenky  
Position: RFP Specialist

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.

  
TIPS Authorized Signature \_\_\_\_\_ September 22, 2016  
Date

  
Approved by Region VIII ESC \_\_\_\_\_ September 22, 2016  
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	Contact Phone
Education Service Center Regior Forth Worth		TX	Glenn Wright	(817) 740-3655
Education Service Center Regior Lubbock		TX	Todd Davis	(806) 281-5887
Northeast Texas Network (Netn Tyler		TX	Gordon Martin	(903) 877-5660
West Texas A&M University	Canyon	TX	Kirk Moore	(806) 651-7942
Education Service Center Regior Amarillo		TX	Jeff Rogers	(806) 677-5267

# SKC Standard Warranty and Payment Terms

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[www.skccom.com](http://www.skccom.com)  
Phone: (800) 882-7779  
Fax: (800) 454-4752

# SKC COMMUNICATION PRODUCTS, LLC

## STANDARD WARRANTY TERMS

**We are including this disclaimer only to the extent permitted by applicable law, and any conflicting terms included in the Disclaimer are automatically deemed null and void without further action.**

### Warranty

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**Equipment.** All equipment furnished by SKC comes with each manufacturer's standard warranty, licenses and indemnities only. SKC will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Customer in enforcing such rights. Manufacturer warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. SKC's prior approval is required to return any Equipment, except for Equipment erroneously ordered by SKC. If the manufacturer authorizes an Equipment return request and agrees to credit SKC for the cost paid by SKC for such Equipment, SKC will accept Equipment for return (a) subject to a 15% restocking fee and (b) return freight charges, each of which will be invoiced to and paid by Customer unless otherwise specified in the authorization to return the Equipment. All Equipment returns are subject to SKC's inspection and acceptance.

**Services.** SKC warrants to Customer that any services performed by SKC or its subcontractors under this SOW will be carried out in a professional and workmanlike manner by qualified personnel in accordance with the specifications set forth in this SOW and/or the PO. If any services have not been so performed, and SKC receives Customer's detailed written request to cure a non-conformance within 30 days of acceptance of the services, SKC will promptly re-perform those services as Customer's sole and exclusive remedy for a breach of this warranty. Notwithstanding the foregoing, any Services indicated on the Bill of Materials to be performed by an Equipment manufacturer comes with the manufacturer's standard warranty, licenses and indemnities only; and, in any such case, the manufacturer is solely responsible for the performance of such Services, including without limitation design, completion and Customer acceptance/sign off. Any purchases of SKC Twist are solely governed by the terms and conditions included in and referenced on the SKC Twist website and not the terms and conditions included above.

For the avoidance of doubt, (1) SKC Elite Care or Phone Support, if purchased, begins on the 1<sup>st</sup> day after acceptance of the services-in all cases and (2) if SKC Elite Care or Phone Support is not purchased, then any services requested after the warranty period will be performed by SKC on a time and materials basis, with Elite Care and Phone Support customers receiving priority.

**Disclaimer.** The remedies set forth above will be Customer's sole and exclusive remedy, and will be in lieu of any other rights or remedies Customer may have against SKC, with respect to the non-conformance of equipment and services. EXCEPT AS SET FORTH ABOVE, SKC MAKES NO EXPRESS REPRESENTATIONS, WARRANTIES OR INDEMNIFICATION WITH REGARD TO ANY EQUIPMENT OR SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THAT ANY SECURITY THREATS AND VULNERABILITIES IN A PRODUCT OR SUPPORTED SYSTEM WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES), AND SKC DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY



WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER SKC NOR CUSTOMER SHALL BE LIABLE FOR (a) ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, (b) ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE, AND (c) TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE PURCHASE PRICE AND FEES PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. THESE TERMS ARE SOLELY FOR THE BENEFIT OF SKC AND CUSTOMER AND SHALL CONFER NO RIGHTS OR BENEFITS TO THE ANY THIRD PARTIES. SKC IS NOT LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY DELAYS, DAMAGES OR EQUIPMENT FAILURE CAUSED BY ANY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION INTERNET OR COMMUNICATION LINE FAILURES, ACTS OF VENDORS AND SUPPLIERS, MANUFACTURER FABRICATION ERRORS, SHIPPING DELAYS AND/OR EQUIPMENT MALFUNCTIONS.

## Payment Terms and Billing Schedule

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Projects less than \$75,000.00 will be billed upon substantial completion of the project.

Projects greater than \$75,000.00 will follow the below billing schedule.

SKC will bill in stages, and Customer will receive a minimum of three (3) invoices as outlined below:

- **First Invoice** will include the initial 30% of the Purchase Order (PO) amount. This invoice will be sent when SKC receives Customer PO.
- **Second Invoice** will include 50% of the PO amount. This invoice will be sent upon delivery of substantially all of the equipment to Customer's designated site (or, if applicable, upon delivery of the equipment to SKC's warehouse for staging if staging is either requested by Customer or Customer has been advised by SKC that staging is necessary). If the Customer extends the install date past the original install schedule date, Customer will receive the second invoice upon the originally scheduled install date.
- **Third Invoice** will include the remaining 20% of the PO amount as well as all applicable tax and freight charges and any monetary adjustments related to changes to the PO previously approved by SKC and Customer. This invoice will be sent upon substantial completion of the project.

The foregoing billing terms do not apply to SKC provided monthly-recurring managed services, which will be invoiced monthly.

SKC's payment terms are net 30 from the receipt of an invoice. Past due amounts may be subject to a late charge of 1 ½% per month.

Customer is solely responsible for paying all required freight charges and taxes (including, but not limited to, property, sales, use, or excise taxes) with respect to the equipment and services, except for any income tax assessed upon SKC. If you are tax exempt, please send exemption certificate(s) to [taxexempt@skccom.com](mailto:taxexempt@skccom.com), or fax to (800) 454-4752, attention Accounts Receivable.

## Warranty - Equipment

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All equipment furnished by SKC comes with each manufacturer's standard warranty, licenses and indemnities only. SKC will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Customer in enforcing such rights. Manufacturer warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. SKC's prior approval is required to return any Equipment, except for Equipment erroneously ordered by SKC. If the manufacturer authorizes an Equipment return request and agrees to credit SKC for the cost paid by SKC for such Equipment, SKC will accept Equipment for return (a) subject to a 15% restocking fee and (b) return freight charges, each of which will be invoiced to and paid by Customer unless otherwise specified in the authorization to return the Equipment. All Equipment returns are subject to SKC's inspection and acceptance.



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Fax: (800) 454-4752



August 12, 2016

TIPS,

SKC Communication Products, LLC is very excited for the opportunity to partner with TIPS on the purchasing contract for TV and Video Distribution.

SKC was founded in 1986. Over the last 30 years, SKC has grown to become an industry leading video conferencing and audio-visual integrator in North America. SKC designs, builds and manages next-generation multimedia rooms that take advantage of the current best-in-class audio and video applications while ensuring seamless convergence with your IT infrastructure. We sell, install and support hundreds of products for our clients. Additionally, we are always looking to add the latest technologies that will help our customers meet their communication needs. SKC holds many top-tier manufacturer certifications in the industry today, such as Polycom, Cisco TelePresence, Avaya, Plantronics, Crestron, Extron, AMX, Aruba, Acano, and Pexip—just to name a few.

Our engineers bring incredible technical acumen and creativity to each project, resulting in innovative solutions that are easy to use. We work with you to make sure all new technologies will integrate with any existing system you want to keep in place. Then, we design a system around that core and develop a roadmap for the future. In the end, you will have a system that will make your communications solutions work together seamlessly.

SKC understands the importance of strong post-sale technical support—not only to help in troubleshooting situations—but also to proactively anticipate and address customer issues. We have a thorough understanding of our products and their applications, and recognize the need for timely, accurate responses to our clients' questions. We ensure all customers achieve the highest level of satisfaction with their equipment and with SKC.

In summary, SKC focuses on ensuring you are using the right communications technology to achieve your business goals now and in the future.

Thank you,

Victor Cuellar  
Account Executive  
SKC Communications  
(800) 882-7779  
[www.skccom.com](http://www.skccom.com)



# Company Profile



# About SKC Communications

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SKC Communications designs, builds and manages video, voice and AV solutions that enable our clients to better collaborate, communicate and connect – any time and any place. Our core specialties are:

- Audio/Visual Integration
- Videoconferencing
- Voice Solutions (IP Telephony and Headsets)
- Managed Services

Headquartered in Kansas City with regional offices in Charlotte, Dallas, Milwaukee, Omaha, Oklahoma City and Louisville, SKC is a proven technology solutions provider with 30 years of experience and serves clients nationwide.

We are experienced in using a design/build approach whether you are updating your current office or building from the ground up. SKC brings a vast portfolio of assisting companies for their large scale audio/visual projects. Our platinum level certifications allow us to connect our clients to more than 200 of our manufacturer partners, leading to deeper discounts and expedited support efforts.

SKC is a privately held, financially secure, limited liability company with approximately 250 employees who bring a wide range of experience and technical certifications to each client project. We pride ourselves on developing long-standing business relationships, providing the right business communication solutions and unparalleled service and support. SKC has been recognized with multiple *Kansas City Business Journal* awards throughout the years.

Our number one goal is to exceed client expectations as we always take it one step further to ensure that everything comes together to provide unequalled results.

We understand the right communications solution is about making connections with the people important to your business. And we will collaborate with you to ensure our technology meets all of your objectives – before, during and after the sale.



[www.skccom.com](http://www.skccom.com)  
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Fax: (800) 454-4752

# History

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Founded in 1986 as a Plantronics headset distributor, SKC has grown to become one of the largest Plantronics partners worldwide. SKC offers a multitude of services including online ordering programs, a fully-trained customer service group to answer your questions accurately and efficiently, customized reports, large in-stock inventory and same day shipping.

In 1994, we added voice conferencing to our offering, later adding videoconferencing systems soon after the first ViewStation was released in 1998. Today, SKC is a Certified Platinum Polycom Reseller and one of only 20 Certified Service Partners (CSP) which signifies that we provide best-in-class service and support. We are also a Cisco TelePresence Master and Cisco Authorized Premier Partner in addition to being an Avaya Radvision Video Partner. We hold many top-tier manufacturer certifications with Crestron, Extron, AMX, Aruba, Acano, and Pexip – just to name a few.

Recognizing the need to improve the multimedia environment of our client's conference rooms, SKC added a full-line A/V room integration business. SKC designs, engineers and delivers next-generation multimedia rooms that take advantage of the current best-in-class audio and video applications while ensuring seamless convergence with your IT infrastructure. From corporate conference rooms to executive boardrooms to distance learning centers, our experience spans every industry and geographic region. Our engineers bring incredible technical acumen and creativity to each project, resulting in innovative solutions that are easy to use.

Close relationships with our manufacturer partners have provided a natural progression toward joining each of the technologies into a single Unified Communications solution. We work with you to find out which technologies you are already using, how you use and what you like about those technologies. Then, we'll design a system around that core and develop a roadmap for the future. In the end, you will have a system that will make your phone, email, IM, video and presentations work together seamlessly.

SKC understands the importance of strong post-sale technical support - not only to help in troubleshooting situations - but also to proactively anticipate and address customer issues. Our support group handles all Tier I and Tier II technical support for our videoconferencing customers. We have a thorough understanding of our products and their applications, and recognize the need for timely, accurate responses to our clients' questions. We ensure all customers achieve the highest level of satisfaction with their equipment and with SKC. Our managed services offer a variety of maintenance capabilities. You can go about your daily business while we make sure your system is running smoothly. Usage reports can be scheduled at regular intervals to see how you're currently utilizing your technology and where you can improve utilization.

In summary, SKC focuses on ensuring you are using the right communications technology to achieve your business goals, now and in the future.



[www.skccom.com](http://www.skccom.com)  
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Fax: (800) 454-4752

# Value Added Services

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This is where SKC truly excels. We offer a variety of value added services and programs, all designed to benefit you. Outlined below are some of the value added services that we provide.

- Dedicated account team and service representatives
- Design/Build Services
- Avaya design and installation
- Integration project management
- Installation services by trained, certified SKC employees
- Product demos & Proof of Concept Environment Test
- Programming Requirement Reviews
- Single point of contact in customer service department
- Corporate program pricing
- Both Proactive and Reactive Support Models
- Ongoing and unlimited technical support
- Maintenance and repair services for all product lines
- Enhanced warranty programs
- Advance replacement programs
- Dedicated on-site maintenance programs
- Custom reporting
- Printed and electronic product documentation
- Video and MCU software archival
- Customer training programs
- Online, EDI and Ariba ordering and billing
- 30-day money back guarantee on Plantronics items
- Same day shipping on in-stock Plantronics items
- Orders and shipments are double checked for accuracy. We have a 99.8% headset shipping accuracy rate
- Large in-stock Plantronics inventory.
- Automatic headset order confirmation and shipment notification with tracking information available for each order
- [www.skccom.com](http://www.skccom.com) - a great resource for product updates, virtual webinar training, case studies, photos of our work and other information about our company



[www.skccom.com](http://www.skccom.com)  
Phone: (800) 882-7779  
Fax: (800) 454-4752

# Helpful SKC Contact Information

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**Account Executive**

**Name:** Victor Cuellar

**E-mail:** [victor.cuellar@skccom.com](mailto:victor.cuellar@skccom.com)

**Phone:** (800) 882-7779 ext. 2815

**Cell:** (972) 835-5836

**SKC Headquarters Address:**

8320 Hedge Lane Terrace  
Shawnee Mission, KS 66227  
Fax (800) 454-4752

**SKC Website:** [www.skccom.com](http://www.skccom.com)

**SKC Remit To Address:**

SKC Communication Products, LLC  
P.O. Box 874843  
Kansas City, MO 64187

**FEIN:** 27-4159891



[www.skccom.com](http://www.skccom.com)  
Phone: (800) 882-7779  
Fax: (800) 454-4752



# Customer References

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SKC prides itself in providing the highest levels of customer service and technical expertise to each and every account. Our customers range from small private companies, to Fortune 500 organizations. A few clients include:

- Accenture
- Ameren
- AT&T
- Bank of America
- Baxter
- Black & Veatch
- BMO Harris Bank
- Burns & McDonnell
- DST Systems
- Duke Energy
- Frito Lay
- Fruit of the Loom
- Garmin
- Good Year
- H&R Block
- Hillshire
- Humana
- Integrys
- Lexmark
- Lockton
- Mary Kay
- McAfee
- Munson Medical Center
- North Carolina State
- PepsiCo
- Polaris
- Sabre
- Shire
- Sigma-Aldrich
- Sprint
- State Farm
- Treehouse Foods
- The University of Chicago
- The University of Kansas
- Toyota
- University of Kentucky
- Walgreens



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# Awards and Accomplishments

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SKC is proud to have received numerous honors and awards from our manufacturers and community leaders. We are dedicated to maintaining the standards of excellence and good business practices these honors represent.

- AMX Platinum Certified Partner
- Aruba Partner Edge Gold Level
- Avaya Gold Certified Business Partner
- Avaya Platinum Certified Business Partner
- Avaya Platinum Service
- Chief Elite Partner
- Cisco Premier Partner
- Cisco TelePresence Video Master Partner
- Crestron Platinum Partner
- Greater Kansas City Small Business of the Year
- *Ingram's Fastest Growing Businesses*  
*3<sup>rd</sup> most number of appearances in Kansas City*
- Kansas City Business Community Stewardship Award
- Kansas City Business Journal CFO of the Year
- Kansas City Business Magazine – Top Companies
- Microsoft Silver Unified Communications Partner
- Plantronics Million Dollar a Month Award
- Plantronics Premium Partner
- Polycom Certified Service Provider
- Polycom Circle of Excellence
- Polycom Global Partner Program Platinum Partner
- Polycom Global Solution Partner of the Year
- Polycom North America Solution Provider of the year
- Polycom Platinum Certified Reseller
- Polycom Platinum Solution Advisor



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# SKC Standard Warranty and Payment Terms

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Phone: (800) 882-7779  
Fax: (800) 454-4752

# SKC COMMUNICATION PRODUCTS, LLC

## STANDARD WARRANTY TERMS

**We are including this disclaimer only to the extent permitted by applicable law, and any conflicting terms included in the Disclaimer are automatically deemed null and void without further action.**

### Warranty

---

**Equipment.** All equipment furnished by SKC comes with each manufacturer's standard warranty, licenses and indemnities only. SKC will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Customer in enforcing such rights. Manufacturer warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. SKC's prior approval is required to return any Equipment, except for Equipment erroneously ordered by SKC. If the manufacturer authorizes an Equipment return request and agrees to credit SKC for the cost paid by SKC for such Equipment, SKC will accept Equipment for return (a) subject to a 15% restocking fee and (b) return freight charges, each of which will be invoiced to and paid by Customer unless otherwise specified in the authorization to return the Equipment. All Equipment returns are subject to SKC's inspection and acceptance.

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For the avoidance of doubt, (1) SKC Elite Care or Phone Support, if purchased, begins on the 1<sup>st</sup> day after acceptance of the services-in all cases and (2) if SKC Elite Care or Phone Support is not purchased, then any services requested after the warranty period will be performed by SKC on a time and materials basis, with Elite Care and Phone Support customers receiving priority.

**Disclaimer.** The remedies set forth above will be Customer's sole and exclusive remedy, and will be in lieu of any other rights or remedies Customer may have against SKC, with respect to the non-conformance of equipment and services. EXCEPT AS SET FORTH ABOVE, SKC MAKES NO EXPRESS REPRESENTATIONS, WARRANTIES OR INDEMNIFICATION WITH REGARD TO ANY EQUIPMENT OR SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THAT ANY SECURITY THREATS AND VULNERABILITIES IN A PRODUCT OR SUPPORTED SYSTEM WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES), AND SKC DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER SKC NOR CUSTOMER SHALL BE LIABLE FOR (a) ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, (b) ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE, AND (c) TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE PURCHASE PRICE AND FEES PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. THESE TERMS ARE SOLELY FOR THE BENEFIT OF SKC AND CUSTOMER AND SHALL CONFER NO RIGHTS OR BENEFITS TO THE ANY THIRD PARTIES. SKC IS NOT LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY DELAYS, DAMAGES OR EQUIPMENT FAILURE CAUSED BY ANY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION INTERNET OR COMMUNICATION LINE FAILURES, ACTS OF VENDORS AND SUPPLIERS, MANUFACTURER FABRICATION ERRORS, SHIPPING DELAYS AND/OR EQUIPMENT MALFUNCTIONS.

## Payment Terms and Billing Schedule

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Projects less than \$75,000.00 will be billed upon substantial completion of the project.

Projects greater than \$75,000.00 will follow the below billing schedule.

SKC will bill in stages, and Customer will receive a minimum of three (3) invoices as outlined below:

- **First Invoice** will include the initial 30% of the Purchase Order (PO) amount. This invoice will be sent when SKC receives Customer PO.
- **Second Invoice** will include 50% of the PO amount. This invoice will be sent upon delivery of substantially all of the equipment to Customer's designated site (or, if applicable, upon delivery of the equipment to SKC's warehouse for staging if staging is either requested by Customer or Customer has been advised by SKC that staging is necessary). If the Customer extends the install date past the original install schedule date, Customer will receive the second invoice upon the originally scheduled install date.
- **Third Invoice** will include the remaining 20% of the PO amount as well as all applicable tax and freight charges and any monetary adjustments related to changes to the PO previously approved by SKC and Customer. This invoice will be sent upon substantial completion of the project.

The foregoing billing terms do not apply to SKC provided monthly-recurring managed services, which will be invoiced monthly.

SKC's payment terms are net 30 from the receipt of an invoice. Past due amounts may be subject to a late charge of 1 ½% per month.

Customer is solely responsible for paying all required freight charges and taxes (including, but not limited to, property, sales, use, or excise taxes) with respect to the equipment and services, except for any income tax assessed upon SKC. If you are tax exempt, please send exemption certificate(s) to [taxexempt@skccom.com](mailto:taxexempt@skccom.com), or fax to (800) 454-4752, attention Accounts Receivable.

## Warranty - Equipment

---

All equipment furnished by SKC comes with each manufacturer's standard warranty, licenses and indemnities only. SKC will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Customer in enforcing such rights. Manufacturer warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. SKC's prior approval is required to return any Equipment, except for Equipment erroneously ordered by SKC. If the manufacturer authorizes an Equipment return request and agrees to credit SKC for the cost paid by SKC for such Equipment, SKC will accept Equipment for return (a) subject to a 15% restocking fee and (b) return freight charges, each of which will be invoiced to and paid by Customer unless otherwise specified in the authorization to return the Equipment. All Equipment returns are subject to SKC's inspection and acceptance.



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Fax: (800) 454-4752

# Contract Exceptions

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SKC respectfully requests several changes to the contract as included.

**Contracts** – Please add an additional sentence to the end of the section, “If an order indicates that the Davis-Bacon Act is applicable, SKC reserves the right to adjust prices for services accordingly.”

**Shipments** – Please strike the entirety of the second sentence, beginning with “If a product cannot...”.  
Replace this sentence with “If an item cannot be shipped within five (5) working days, SKC will provide an estimated ship date. SKC will not be held responsible for delays caused by manufacturers or other third-party entities.

**Pricing** – Please delete the first paragraph, beginning with “The Vendor contracts...”

In the second paragraph, please strike the word “promptly”.

**Form of Contract** – Please add a sentence to the end of this paragraph, “Please see attached SOW, that a member would be required to sign for any design/installation project.”

**Marketing** – Please add a sentence to the end of this section, “SKC reserves the right to request removal of our name/logo if we find the use objectionable.”

**Services** – Please add a sentence to the end of this section, “Notwithstanding anything in the foregoing to the contrary, the price to the TIPS member may increase if there is an increased cost to SKC in order to comply with any additional provisions.”



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