

TIPS VENDOR AGREEMENT

Between JTS and
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
RFP 170306 Technology Solutions, Products and Services**

General Information

The Vendor Agreement (“Agreement”) 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. 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.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

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.)

Agreements

All Agreements 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.

Agreements 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 Agreements

No assignment of Agreement 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 Agreement.
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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time 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 agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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 according to the terms of the solicitation. 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, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement 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 Agreement. Failure to pay the participation fee will result in termination of Agreement. 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 Agreements.** 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 Agreement, 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 Agreements.** 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 Agreement, 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, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement 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 Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage 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 Agreement 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 Agreement 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 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement

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. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 Agreement 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 Agreement". 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 Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement 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 Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 Agreement 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 Agreement. 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 and payment bonds will be required on construction or labor required jobs. 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 or Agreement.

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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

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 Agreement 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.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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 Agreement:** 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 Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170306 Technology Solutions, Products and Services

Company Name JTS

Address 5310 S. Cockrell Hill Road

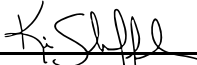
City Dallas State TX Zip 75236

Phone 972-620-1435 Fax 972-247-5023

Email of Authorized Representative kim.sheffler@jts.net

Name of Authorized Representative Kim Sheffler

Title President

Signature of Authorized Representative 

Date 4/11/2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date May 26, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170306 Addendum 2	Department		Floor/Room
Title	Technology Solutions Products and Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:04 AM (CT)	Floor/Room		Email
Close Date	4/21/2017 03:00:00 PM (CT)	Telephone	(866) 839-8477	
		Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company JTS (Johnston Technical Services, Inc.)
 Address 5310 S. Cockrell Hill Road
 Dallas, TX 75236

Contact
 Department
 Building
 Floor/Room
 Telephone (972) 620-1435 x125
 Fax (972) 247-5023
 Email
 Submitted 4/21/2017 02:28:46 PM (CT)
 Total \$0.00

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

Signature Kyle Evan Fuller

Email kyle@jts.net

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
03/02/17	Update: Technology Solutions Products and Services	<p>Good Morning,</p> <p>We are aware that the documents uploaded to this RFP are not the correct ones that should be associated with it. We will have this resolved before the end of business day and apologize for any inconvenience that occurred.</p> <p>Thank you for your patience,</p> <p>The TIPS Team</p>

Bid Attributes
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.)	JTS is a systems integrator/VAR of wireless infrastructure. We specialize in turn-key designs of microwave networks, as well as tower construction.
6	Primary Contact Name	Primary Contact Name	Kyle Fuller
7	Primary Contact Title	Primary Contact Title	Business Development Manager
8	Primary Contact Email	Primary Contact Email	kyle@jts.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726201435 x.125
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722475023
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2143346136
12	Secondary Contact Name	Secondary Contact Name	John Thompson
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	john.thompson@jts.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726201435 x.138
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722475023

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9032364191
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Debi Fouts
19	Admin Fee Contact Email	Admin Fee Contact Email	debra.fouts@jts.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726201435 x.167
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kyle Fuller
22	Purchase Order Contact Email	Purchase Order Contact Email	kyle@jts.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726201435 x.125
24	Company Website	Company Website (Format - www.company.com)	www.jts.net
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	752621300
26	Primary Address	Primary Address	5310 S. Cockrell Hill Road
27	Primary Address City	Primary Address City	Dallas
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75236
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.)	JTS, Johnston Technical Services, towers, wireless, broadband, microwave, Sabre, Rohn, Trylon, Cambium Networks, Ceragon, Cielo Networks, Radwin, Exalt, Mimosa, Siklu, Huawei
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)	Yes
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?	Dallas
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
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?	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?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	28
44	Years Experience	Company years experience in this category?	29
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
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 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. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
49	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf	No

Do you have any conflicts under this statutory requirement?

- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

- 55 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

58 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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

59 2 CFR PART 200 (B) Termination

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 (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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. ESC Region 8 and TIPS Members 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. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

- | | | | |
|----|---|--|-----|
| 63 | 2 CFR PART 200 Federal Rule (12) | <p>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)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
| 64 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p> | Yes |

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- | | | | |
|----|--|---|-----|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> | |
| 82 | Agreement Deviation/Compliance | Does the vendor agree with the language in the Vendor Agreement? | Yes |
| 83 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> | |

Line Items

Response Total: \$0.00



Date: May 26, 2017
RE: 170306 – Technology Solutions Products and Services (Addendum 2)

Addendum 1 was issued 3/2/2017. This addendum corrected the wrong documents being uploaded with the RFP.
Addendum 2 was issued on 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP.
This original bid closing date was extended from April 21, 2017 to April 27, 2017.

Sarah Bond

Sarah Bond
Contracts Compliance Specialist

Screen shot from TIIPS eBid System, showing history of RFP 170306 – Technology Solutions Products and Services (Addendum 2)

Date	Line	Description
Bid Audit History		
Return		
4/24/2017 11:28 AM (CT)	Header	Bid request unsealed by SPONDTIPS.
4/21/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum published by RPOWELLTIIPS. Reason: TIIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required.
4/7/2017 11:38 AM (CT)	Header	Bid Request Information Copied from Bid 170306 Addendum 1 by RPOWELLTIIPS.
3/2/2017 12:14 PM (CT)	Header	Addendum issued by the system.
3/2/2017 12:14 PM (CT)	Header	Addendum published by RPOWELLTIIPS. Reason: TIIPS inadvertently attached the incorrect documents for RFP 170306 and has issued this addendum to correct the problem. We apologize for the inconvenience.
3/2/2017 12:00 PM (CT)	Header	Bid Request Information Copied from Bid 170306 by RPOWELLTIIPS.
3/2/2017 09:04 AM (CT)	Header	Bid message sent to 'Invited and Responding Suppliers'
3/2/2017 08:04 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIIPS. - Issue time adjusted by the system to balance workload.
2/28/2017 09:22 AM (CT)	Header	Bid Request Information Copied from Bid 444444 by RPOWELLTIIPS.
2/28/2017 09:22 AM (CT)	Header	Bid Request created by RPOWELLTIIPS.
Items 1 - 13 shown of 13		
Addendum Audit History		
Return		
Date		
Line		
Description		
4/7/2017 11:58 AM (CT)	Header	Addendum 2 created for bid 170306 by RPOWELLTIIPS.
3/2/2017 12:04 PM (CT)	Header	Attachment was added. File Name: '170306_Agreement.pdf' Description: 'RFP 170306 Agreement by RPOWELLTIIPS.'
3/2/2017 12:04 PM (CT)	Header	Attachment was added. File Name: '170306_Agreement_Signature_Form.pdf' Description: 'RFP 170306 Agreement Signature Form' by RPOWELLTIIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added. File Name: '170306_Base_Forms_Required.pdf' Description: 'RFP 170306 Required Base Forms' by RPOWELLTIIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added. File Name: '170306_Pricing_Form_1.xlsx' Description: 'RFP 170306 Pricing Form #1 Spreadsheet' by RPOWELLTIIPS.
3/2/2017 12:02 PM (CT)	Header	Attachment was added. File Name: '170306_Pricing_Form_2.xlsx' Description: 'RFP 170306 Pricing Form #2 Spreadsheet' by RPOWELLTIIPS.
3/2/2017 12:01 PM (CT)	Header	Attachment was added. File Name: '170306_RFP.pdf' Description: 'RFP 170306 Specifications and Instructions by RPOWELLTIIPS.'
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Agreement.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Agreement_Signature_Form.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Pricing_Form_1.xlsx was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Pricing_Form_2.xlsx was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Base_Forms_Required.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_RFP.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Addendum 1 created for bid 170306 by RPOWELLTIIPS.
Items 1 - 14 shown of 14		

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Ector County	Mario Ornelas	Mario.Ornelas@ectorcountytexas.gov	(432) 498-4010
City of Denton	Kathy Gault	Kathy.Gault@cityofdenton.com	(940) 349-7525
Region 6 ESC	Robert Wyatt	rwyatt@esc6.net	(936) 435-8276
City of Frisco	Casey Lawson	clawson@friscotexas.gov	(972) 292-6485

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.

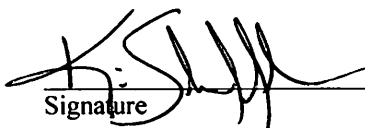
JTS

5310 S. Cockrell Hill Road, Dallas, TX 75236

Name/Address of Organization

Kim Sheffler/President

Name/Title of Submitting Official


Signature

4/11/2017

Date

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 or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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.

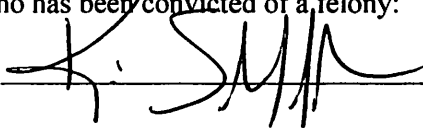
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Kim Sheffler, President
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: 

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: _____

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

The Education Service Center Region 8 and TIPS 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? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle 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 JTS

Print name of authorized representative Kim Sheffler, President

Signature of authorized representative 

Date 4/11/2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

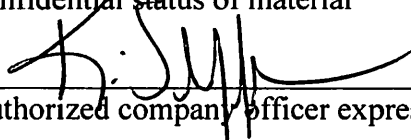
ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

JTS

Name of company expressly waiving confidential status of material

Kim Sheffler, President



Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

5310 S. Cockrell Hill Road Dallas TX 75236 972-620-1435

Address City State ZIP Phone

D/M/WBE Certification Statement

JTS does not possess any D/M/WBE certifications. JTS is a Veteran-Owned Small Business, and is self-certifying as such under the federal [SAM.gov](https://sam.gov) (System for Award Management).

Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Jim C Johnston

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 181964R

Registration Start Date: 1/1/2016

Registration End Date: 12/31/2018



Chair, Registrations & Credentials Supervision Committee



Director of Credentialing



Building Industry Consulting Service International
REGISTERED TELECOMMUNICATIONS PROJECT MANAGER

THE PROFESSIONAL DESIGNATION OF

IS AWARDED TO

Kyle E Fuller

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 181007M
Registration Start Date: 1/1/2016
Registration End Date: 12/31/2018



Tony Williams

Chair, Registrations & Credentials Supervision Committee

Deborah Mendoga

Director of Credentialing



Texas Department of Public Safety
Certificate of Licensure

The Private Security Board Certifies that:

JOHNSTON TECHNICAL SERVICES, INC

B14961

Is Duly Licensed as
Security Contractor
Alarm Company



A handwritten signature in blue ink that reads "Steven C. McEwan".

Director, Department of Public Safety

EXPIRES: 03/31/2018

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78752.

<http://www.dps.texas.gov>



ADRIAN BARBOZA

Is Certified as an In-House Instructor
of ComTrain's
"Basic Tower Climbing
Safety and Rescue"
Course for

**JOHNSTON TECHNICAL
SERVICES INC**

**Certified
12/13/2012**

**in
DALLAS, TX**

W. Williams

ComTrain Authorized Representative

www.comtrainusa.com
512-275-6600

Certificate #: 7221-4407-59

Copyright © 2012 by ComTrain Texas LLC





Tower Climbing Safety & Rescue Training

PHILLIP HILTON

Has Successfully Completed
ComTrain's Requirements for
Basic Certification as an

**AUTHORIZED
CLIMBER/RESCUER**

at

**DALLAS, TX
7/11/2011**

ComTrain Certified Instructor

www.comtrainusa.com
512-275-6600



COMTRAIN LLC

Jim C. Johnston

Has Successfully Completed
ComTrain LLC's Requirements
for Certification in

“Tower Climbing
Safety & Rescue”
Training

at
Dallas, TX
1/6/2011

Adrian Barber

ComTrain Instructor

Don Ely

ComTrain Instructor

4th Edition



Tower Climbing Safety & Rescue Training

DANIEL AYERS

Has Successfully Completed
ComTrain's Requirements for
Basic Certification as an

**AUTHORIZED
CLIMBER/RESCUER**

at

**DALLAS, TX
5/11/2012**


ComTrain Certified Instructor

www.comtrainusa.com
512-275-6600



COMTRAIN LLC

Jose Quiroz

**Has Successfully Completed
ComTrain LLC's Requirements
for Certification in**

**“Tower Climbing
Safety & Rescue”**

Training

at

Dallas, TX

1/6/2011

Adrian Barbosa

ComTrain Instructor

Don Sy

ComTrain Instructor



COMTRAIN LLC

Mickey Croft

Has Successfully Completed
ComTrain LLC's Requirements
for Certification in

“Tower Climbing
Safety & Rescue”
Training

at
Dallas, TX
1/6/2011

Adrian Barbora

ComTrain Instructor

Dee Soy

ComTrain Instructor



Tower Climbing Safety & Rescue Training

THOMAS EMERICK

**Has Successfully Completed
ComTrain's Requirements for
Basic Certification as an**

**AUTHORIZED
CLIMBER/RESCUER**

at

**DALLAS, TX
7/6/2013**


ComTrain Certified Instructor

www.comtrainusa.com
512-275-6600

Certificate #: 8614-51345-57

Copyright © 2012 ComTrain Texas LLC

4th Edition IH

JTS WARRANTY STATEMENT

Seller warrants that technical, consulting or installation service(s) furnished pursuant to this contract shall be performed by trained and qualified personnel and shall, where applicable, meet JTS' specifications therefore, and/or generally accepted industry standards of workmanship and quality. This warranty shall be effective for a period of one (1) year after completion of the installation service(s). Any service found, during the warranty period, to be nonconforming to the above stated warranty shall, at JTS' expense, be re-performed to meet the warranty requirements. Any technical service or consultation beyond the scope of this contract will be provided at prevailing time & material rates.

Warranty

Mimosa End User Product Warranty

Products purchased from Mimosa Networks, Inc. ("Mimosa") are warranted against defects in material, and workmanship for a period of either (i) twelve (12) months from the date of first unlock, or (ii) thirty-six (36) months from the original date of shipment, whichever is earlier.

The sole responsibility of Mimosa under this warranty shall be limited to the repair or replacement of in-warranty defective product, at Mimosa's sole option.

Out of warranty products shipped to Mimosa will not be returned.

This warranty does not cover costs associated with the removal and/or reinstallation of the product for repair nor for any parts that are readily replaced in normal use.

Mimosa or its designated partner will repair or replace product found to be defective during the defined warranty period.

The End User is responsible for delivering defective product in accordance with Mimosa's published [Return Material Authorization \(RMA\) process](#).

Limitation of Warranty

Mimosa's product warranty is invalidated if the RMA product is altered or otherwise tampered with in a manner that modifies the product from its original shipping configuration and/or form factor, unless said activity was performed by or with the written authorization of a Mimosa representative.

Modifications include:

- External surfaces that have been painted, labeled, or otherwise modified from the original shipping condition.

- Modifications of the product with third party hardware, firmware, and/or software.

- Any product subjected to abnormal physical or electric stress, including, but not limited to, lightning strikes, negligence, accident, or misuse.

- Any product damaged due to incorrect installation, including, but not limited to, improper product mounting, cabling or connection to power.

- Failure induced by connected third party products.

Mimosa will not warrant any product which has been installed without the use of shielded CAT 6 Ethernet cable and/or proper earth grounding.

For additional instructions or help, please contact support@mimosa.co.

1. All quotation, proposals, prices, or other terms are made for acceptance within 30 days (after 30 days, prices in effect at time of shipment will apply) and shipment within 30 days of purchase order date, unless otherwise stated. They are subject to change without notice; however, ROHN invites your request for an extension. They are also subject to Credit and Marketing Department approval prior to acceptance. No other price protection is available.

2. Every effort will be made to maintain shipping schedules, either on ROHN equipment or via common carrier. ROHN cannot be responsible for delays in shipping caused by state or local agencies with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation. ROHN will not be liable for damages on account of any delays or abnormalities caused in shipping due to causes beyond our reasonable control. ROHN reserves the right to make partial shipments and to submit invoices accordingly.

3. Changes or modifications to orders can be made only by written agreement executed by all parties affected thereby, which agreement shall include any price modification.

4. ROHN's responsibility ceases upon delivery of all shipments to the carrier. The unloading of all shipments is the responsibility of the Buyer, not the carrier or ROHN. Buyer is warned against receipting for merchandises until careful inspection has been made. Any claim made against ROHN must be made within 90 days after receipt of merchandise. All merchandise leaving ROHN's factory has been carefully inspected and ROHN does not assume responsibility for damages or shortages which occur in transit. Buyer must make all claims and report all damages and losses to the delivering transportation company.

5. No federal, state, or local taxes are included in quoted prices. All quotations, proposals, prices, or other terms are subject to increase without notification by the amount of any sales, excise, or other tax levied or charged to seller by any governmental agency and any such tax will be passed onto purchaser as a tax or as an addition to the selling price. This also applies to all costs incurred due to local statutes or governmental regulations.

6. Orders are not subject to cancellation by Buyer except by written agreement with seller. Any order canceled, after any work has been done by ROHN, such as drawings, production, etc., will have a cancellation charge, to be determined solely at the discretion of ROHN for whatever work has been performed with a minimum of 25% of the purchase order price. If Buyer so chooses, he shall have the right to receive the material already performed at time of cancellation at the quoted price. If an order is canceled before any work has been done by ROHN, a \$200 cancellation charge will apply.

7. Material received may not be returned by Buyer except by written agreement with seller. In all cases, permission must be secured from ROHN prior to the returning of any goods for credit. All returned goods are subject to a minimum service charge of 25%, plus all transportation charges, and are subject to inspection by ROHN. Returned goods will be offered and paid for only upon proof of purchase (i.e. invoice no.) and credit will be issued against invoice value. ROHN reserves the sole right to determine amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured ROHN products may be considered for return and credit. Unsaleable products will be scrapped and no credit will be received. If returned goods are determined to have no value and Buyer wishes them returned, the Buyer will be charged return freight. Safety equipment, erection equipment, insulators, transformers, nuts and bolts are not returnable.

8. ROHN warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided, however, that this warranty shall be effective only if purchaser installs all material according to ROHN's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. ROHN's plant. ROHN shall be immediately notified in writing of such unfitness. ROHN reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at ROHN's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, ROHN does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. ROHN shall not under any circumstances be liable to third persons for any claims for damages including direct, special, indirect, or consequential damages for any reason. The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale. The above warranty warranted applies only to items manufactured by ROHN. Items not manufactured by ROHN are guaranteed only to the extent and in the manner warranted and guaranteed to ROHN by the manufacturer of

such items and then only to the extent ROHN is liable to enforce such warranty or guarantee. ROHN will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by ROHN. The above sets forth the only warranty made by ROHN in connection with items manufactured or sold by it, and any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by ROHN. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by ROHN and approved by ROHN. ROHN assumes no liability for the adequacy of the drawings or the product. Without limiting the generality of the foregoing, the Buyer hereby indemnifies ROHN and hold ROHN harmless from any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any highway structure or component not designed by ROHN. ROHN hereby disclaims any and all warranties, including express or implied warranties of merchantability and fitness for any particular purpose, relating to or arising out of metal fatigue.

9. ROHN reserves the right to change or modify the product and construction of any product manufactured by ROHN and to substitute material equal to or superior to that originally specified.

10. Buyer agrees not to disclose or make available to any third party processes, drawings, specifications, reports, photographs, data and other technical or proprietary information relating to ROHN products without obtaining prior written consent of ROHN.

11. No proposal, order, quotation, or acceptance may be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.

12. Purchase orders and requests for quotations must be submitted in writing to ROHN. It is the responsibility of the Buyer or Buyer Representative to provide ROHN design criteria (environmental loads, equipment loads, operational limitations, geotechnical information, etc.) based on site-specific data. In designing the product for the Buyer, ROHN is relying solely and entirely on design criteria provided by the Buyer to ROHN. Without limiting the generality of the indemnities in these Terms & Conditions, the Buyer hereby indemnifies ROHN and holds ROHN harmless from and against any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any inaccuracy or incompleteness in design criteria provided to ROHN by the Buyer, and the Buyer waives all claims against ROHN for same.

13. If outside source inspection, assembly, etc. is required prior to shipment of an order, \$50.00 per man hour (plus equipment time, if applicable) is chargeable, with \$300.00 as a minimum.

14. Any welding inspection required by Buyer or Buyer's specifications must be done at ROHN's plant prior to packing and shipment of material from ROHN's plant.

15. A minimum charge of \$25.00 will be billed for special handling and preparation of material for air shipments.

16. ROHN reserves the right to apply all remittances and credit memos to the oldest outstanding balance in your account. No credits will be issued for any reason against a purchase order whose billing is more than 90 days old. Buyer corrections or complaints must be made within this period of time.

17. Standard catalog prices do not include special drawings or product evaluations. If any are required, there will be a charge.

18. ROHN at all times reserves the right to take pictures of any or all of its products after installation for advertising purposes, except those which are under classified governmental control.

19. The Buyer will be responsible for any extra charges incurred on prepaid shipments.

20. A service charge not to exceed 2% per month or maximum allowable per State law will be billed on all accounts not paid within 30 days of invoice date.

21. Minimum total net worth of merchandise which can be ordered is \$100.00. Any orders placed for less will be billed at \$100.00.

22. Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment starting 30 days from the initial notification from ROHN, that the material was available for shipment.

23. All CIA requirements must be met with certified checks or money orders to insure prompt shipment.

24. All expenses incurred by ROHN during any collection effort shall be charged to the Buyer.

25. There will be a minimum of a \$100 fee per truck or container, for ROHN to receive, handle and pack for reshipment, any material not purchased through ROHN, but drop shipped to ROHN for shipment with a ROHN structure. This includes light kits, platforms, mounts, rigging equipment, etc. that is provided by others. There will be a minimum \$250 per truck or container for those drop shipped items that must be handled with ROHN forklifts or other mechanical device.

SABRE PREMIUM WARRANTY

In consideration of the award of the quoted project, Sabre Communications Corporation makes the following Warranty under the terms and conditions set forth below.

Sabre will warrant the product against failure as follows:

Material Defects – (1) Year
Internal Corrosion – (1) Year

COVERAGE: This Warranty covers design, fabrication, and all other goods supplied with the original tower by Sabre which are not specifically included in this Warranty. Certain items are not covered this Warranty. These items include, but are not limited to: antennas, lines and related ancillary equipment, lighting equipment, light bulbs, or other materials. In addition, Sabre does not warrant defects or failure caused by any of the following items which include, but are not limited to, normal wear and tear, vandalism, faulty installation by Buyer or its employees or agents, failure due to winds and/or ice that exceed the Buyer's design requirements, anchor failure caused by electrolytic corrosion, flying objects, improper modifications or repair, lightening, flood, earthquake, vehicles, or animals.

REQUIREMENTS TO SUSTAIN WARRANTY: This Warranty will remain valid for the periods set forth only if you do the following:

- a. Make adequate tower inspections at six-month intervals;
- b. Perform proper maintenance of the tower pursuant to industry standards;
- c. Maintain inspection/maintenance reports; and,
- d. Maintain load levels at or under design parameters.

LIMITATIONS ON WARRANTY: If the tower is loaded with antennas, lines, or other appurtenances which overstress the tower beyond its original design parameters, or if you fail to do required inspections and/or maintenance, then this Warranty shall be null and void, not merely voidable. In addition, Sabre retains the right, in the event of a claim under this Warranty to inspect the tower and fully investigate all claims. Any repair or replacement contemplated under this Warranty shall not include foundations and/or anchors.

REMEDIES UNDER WARRANTY: In the event of a claim under this Warranty, which, after inspection and full investigation by Sabre, Sabre determines, in its sole discretion, to be covered by the Warranty, then Sabre's sole obligation under these Warranties will be limited to either, at Sabre's option and expense, repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which Sabre reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of Sabre.

IN NOT EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL SABRE BE LIABLE FOR ANY LOSS OF REVENUE. IN ANY EVENT, SABRE'S DAMAGES ON ANY CLAIMS ARISING OUT OF OR CONNECTED WITH THE QUOTED PROJECT SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE. ANY ACTION FOR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.

DISCLAIMER OF OTHER WARRANTIES

THIS DOCUMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF WARRANTIES OFFERED BY THE SELLER. THERE ARE NO WARRANTIES BEYOND THOSE EXPRESSLY STATED IN THIS WRITING. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESSED OR IMPLIED.

General Terms and Conditions of Sale for RUGGEDCOM Products

The following terms and conditions of sale shall apply to any sale of goods and services by Siemens Canada Limited (hereinafter called "Siemens"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five days from the date hereof deliver to Siemens written objection to said terms and conditions or any part thereof.

1. **GENERAL** In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Purchaser's order or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by Siemens, Siemens' terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon Siemens unless made in writing and signed by a duly authorized representative of Siemens.
2. **QUOTATIONS** Unless otherwise stated, Siemens' quotation shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.
3. **PRICES / COST OF TRANSPORTATION** All quoted prices are based on the current exchange rates, tariffs and costs of manufacture. Unless otherwise stated in the quotation, quoted prices are subject to change by Siemens with or without notice until Purchaser's acceptance. Prices are subject to correction for error. Unless otherwise stated, all prices are FCA factory Incoterms 2010 and include domestic packing. Customary methods of transportation shall be selected by Siemens and such transportation will be at Purchaser's expense. Special methods of transportation will be used upon Purchaser's request and at Purchaser's additional expense provided reasonable notice of Purchaser's transportation requirements are given by Purchaser to Siemens prior to shipment.
4. **TAXES** Prices do not include Goods & Services Tax, Provincial or Municipal sales, use, value-added or similar tax. Accordingly, in addition to the price specified herein, the amount of any present or future sales, use, value-added or similar tax applicable to the sale of the goods hereunder to or the use of such goods by Purchaser shall be paid by Purchaser to the entire exoneration of Siemens.
5. **DELIVERY** Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of Siemens' quotation and Siemens' acceptance of Purchaser's order. Delivery shall also depend on the prompt receipt by Siemens of the necessary information to allow maintenance of the manufacturer's engineering and manufacturing schedules. Siemens may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.
6. **FORCE MAJEURE** Siemens shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of Siemens including, but without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes, faulty castings or forgings, or the failure of Siemens' suppliers to meet their delivery promises. The acceptance of delivery of the equipment by Purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.
7. **SHIPMENT/DAMAGES OR SHORTAGES IN TRANSPORT/RISK** Except for obligations stated under "Warranty" herein, Siemens' responsibility for goods ceases upon delivery to the carrier. In the event of loss or damage during shipment, Purchaser's claim shall be against the carrier only. Siemens will, however, give Purchaser any reasonable assistance to secure adjustment of Purchaser's claim against the carrier provided immediate notice of such claim is given by Purchaser to Siemens. Claims for shortages must be made in writing within ten (10) days after receipt of goods by Purchaser. If Siemens does not receive written notification of such shortages within such ten (10) days, it shall be conclusively presumed that the goods were delivered in their entirety. Unless agreed upon otherwise in writing, Siemens reserves the right to make partial shipments and to submit invoices for partial shipments.
8. **TITLE** Title to the goods or any part thereof shall not pass from Siemens to Purchaser until all payments due hereunder have been duly made in cash, except as otherwise expressly stipulated herein. The goods shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or other property. If default is made in any of the payments herein, Purchaser agrees that Siemens may retain all payments which have been made on account of the purchase price as liquidated damages, and Siemens shall be free to enter the premises where the goods may be located and remove them as Siemens' property, without prejudice to Siemens' right to recover any further expenses or damages Siemens may suffer by reason of such nonpayment.
9. **LIABILITY** Siemens shall not be liable for and shall be held harmless by Purchaser from any damage, losses or claims of whatever kind, contractual or delictual, consequential or incidental, direct or indirect, arising out of, in connection with or resulting from the sale governed hereby or the goods, including, but without limitation, the manufacture, repair, handling, installation, possession, use, operation or dismantling of the goods and any and all claims, actions, suits, and proceedings which may be instituted in respect to the foregoing.
10. **WARRANTY** Siemens warrants to Purchaser that Products are free from defects in material and workmanship for five (5) years after shipment. This warranty is conditioned upon proper storage, installation, connection, operation, and maintenance of Products, prompt written notice to Siemens of any defects, and, if required, prompt availability of Products to Siemens for correction.

In case of Products with removable modules designed for field modification, the warranty covers manufacturing defects only and can only be maintained if field modifications are conducted in accordance with the factory installation instructions provided, carried out by skilled technicians and appropriate ESD measures are applied. The warranty does not cover damage caused to the Product or to any module or component during modification. Siemens recommends that any Product modification be carried out in the factory to ensure Products get appropriately retested, configured, labelled, and meet applicable standards and safety certifications.

This warranty shall be void in its entirety in the event of any use of Products for any applications that require product listing or qualification not specifically included in the Siemens written quotation or proposal. If any Product fails to conform to this warranty, Purchaser properly notifies Siemens of such failure, and Purchaser returns the Product to the Siemens factory for diagnosis (and pays all expenses for such return), Siemens shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Product part(s) or making available, any necessary replacement part(s). Any Product repaired by Siemens shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original five (5) year warranty period.

This warranty shall be exclusive and in lieu of all other warranties, whether statutory, express, oral or implied (including warranties of merchantability and fitness for particular purpose and warranties arising from course of dealing or usage of trade), except title and patent infringement. Siemens shall perform Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Siemens does not warrant products or prototypes provided by Siemens for testing or marketing purposes. For components not supplied by Siemens, the original manufacturer's warranty shall apply to the extent assignable by Siemens. Purchaser shall assume all responsibility and expense for dismantling, removal, re-installation and freight in connection with the foregoing. The same obligations and conditions extend to replacement parts furnished by Siemens hereunder. Siemens does not assume liability for installation, labour or consequential damages. Siemens makes no warranty other than the one set forth herein. The warranty ceases to be effective if Purchaser fails to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers.

11. **INSTALLATION** Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Purchaser. In the event that Siemens is requested to supervise such installation, Siemens' responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installations of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with the local regulations.
12. **RETURNED GOODS** No goods may be returned to Siemens without Siemens' prior written permission. Siemens reserves the right to decline all returns or to accept them subject to a handling/restocking charge. Even after Siemens has authorized the return of goods for credit, Siemens reserves the right to adjust the amount of any credit given to Purchaser on return of the goods based on the conditions of the goods on arrival in Siemens' warehouse. Credit for returned goods will be issued to Purchaser only where such goods are returned by Purchaser and not by any subsequent owner of the goods. Goods will be considered for return only if they are in their original condition and packaging.
13. **TERMS OF PAYMENT** Unless otherwise stated, invoices on "open account" shipment are payable within thirty (30) days of invoice date. Unless specifically provided, no cash discount shall be available to Purchaser. When cash discount is offered, the discount price is computed from the date of invoice. Siemens does not offer cash discount on C.O.D. shipments.

Should payment not be made to Siemens when due, Siemens reserves the right, until the price has been fully paid in cash, to charge Purchaser with interest on such overdue payments at the rate of eighteen percent (18%) per annum. The charging of such interest shall not be construed as obligating Siemens to grant any extension of time in the terms of payment.

14. CHANGES AND CANCELLATION Orders accepted by Siemens are not subject to changes or cancellation by Purchaser, except with Siemens' written consent. In such cases where Siemens authorizes changes or cancellation, Siemens reserves the right to charge Purchaser with reasonable costs based upon expenses already incurred and commitments made by Siemens, including, without limitation, any labour done, material purchased and also including Supplier's usual overhead and reasonable profit and cancellation charges from Siemens' suppliers.

15. COMPLIANCE WITH EXPORT CONTROL REGULATIONS If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens or works and services (including all kinds of technical support) performed by Siemens to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event, Purchaser shall comply with the (re-) export control regulations of Canada, of the Federal Republic of Germany, of the European Union and, to the extent permissible under Canadian law, of the United States of America. If required to conduct export control checks, Purchaser, upon request by Siemens, shall promptly provide Siemens with all information pertaining to the particular end customer, the destination and the intended use of goods, works and services provided by Siemens, as well as any export control restrictions existing. Purchaser shall indemnify and hold harmless Siemens from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof. This provision does not imply a change in burden of proof. Siemens shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

16. PRIVACY Purchaser and Siemens are each responsible for complying with their respective obligations under applicable data and privacy protection laws.

17. THE AGREEMENT An acceptance and official confirmation of Purchaser's order by Siemens shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements. The law of the Province of Ontario shall govern the validity, interpretation and enforcement of these terms and conditions of sale and of any contract of which these terms and conditions are a part.

25/10/2013 | Author: Name

Terms and Conditions

Acceptance. Purchase Orders shall be considered final upon acceptance by Trylon TSF (hereafter "Supplier") by issuance of a written order confirmation. The issuance by Purchaser of a Purchase Order to Supplier shall constitute acceptance by Purchaser of these Terms and Conditions which shall supersede all additional or conflicting terms and conditions on Purchaser's Purchase Order. The contract between Purchaser and Supplier shall consist of Supplier's written confirmation and these Terms and Conditions.

Pricing. Price quotation and terms shall remain in effect for thirty (30) days from date of issuance. Supplier reserves the right to change published pricing at any time.

Payment Terms. Terms of payment shall be Net thirty (30) calendar days from the date of invoice for all Product shipped by Supplier.

Finance and Collection Charge. Purchaser agrees to pay a finance charge, at a monthly rate of 2%, on past due invoices where allowed by applicable law. Purchaser agrees to pay Supplier all costs of collection including but not limited to reasonable legal fees, collection fees and court costs incurred by Supplier to collect properly due payments.

Taxes. Purchaser is responsible for all sales, use, and similar taxes, and agrees to reimburse Supplier for any such charges paid on Purchaser's behalf.

Credit Limits. Credit limits shall be determined and modified at the sole discretion of the Supplier. In the event that Purchaser is delinquent in payment, Supplier may suspend any shipment or delivery or refuse to perform any work until all past due amounts, including finance charges, have been paid in full.

Shipping Terms. Shipping terms for shipments within Canada and the United States are F.O.B. Supplier's Point of Shipment. Shipping terms for international shipments are EXW Supplier's Point of Shipment (Incoterms 2000).

Title and Risk of Loss. Title to and risk of loss and damage to the Products shall pass to Purchaser immediately upon delivery of the Products to a common carrier, or to an employee or other agent of Purchaser, at Supplier's facility.

Inspection. Purchaser or its designated representative shall inspect all Products within seven (7) calendar days after delivery of Products (hereinafter "Inspection Period") and Purchaser shall notify Supplier of any defects, shortages, overshipments, or nonconformance in any of the Products. Any Products not rejected by Purchaser within such period shall be deemed to have been accepted by Purchaser.

Shortages/Overshipments. In the event that Supplier delivers less than the scheduled requirements and Supplier is notified of such shortage within the Inspection Period, Supplier shall correct such shortage within a commercially reasonable period of time after receipt of written notice from Purchaser or as otherwise agreed by the parties. If Supplier delivers more than the quantity ordered, Purchaser can return any excess Product at Supplier's expense or retain such excess as mutually agreed by the parties.

Shipping Damage. All claims for transportation damage shall be filed and processed by the Purchaser.

Mode of Shipment. In the event that the Purchaser specifies in a Purchase Order the shipping carrier, type of service, and payment method (collectively hereinafter "Mode of Shipment"), freight costs shall be charged in a manner consistent with the Purchase Order. In the event that Purchaser has not specified a Mode of Shipment on a Purchase Order, at the sole discretion of Supplier, such charges may be prepaid by Supplier and added to Supplier's invoice to Purchaser.

Purchase Orders. Purchaser shall order Products from Supplier by issuing a Purchase Order (hereinafter "Purchase Order(s)"). All Purchase Orders must be issued in writing and signed by Purchaser's authorized representative. Any and all pre-printed terms and conditions on Purchaser's forms and documents are null and void and hereby expressly rejected, and are superseded by the terms and conditions of this Agreement.

Cancellation. All requests for cancellation or changes of Purchase Orders must be submitted in writing by Purchaser. In the event that Purchaser cancels or changes a Purchase Order, Purchaser agrees to pay a restocking fee of not less than 35% for standard Products and 100% for custom Products of the dollar value of the Purchase

Order line item(s) cancelled.

Returns.

(a) Purchaser may submit a request for return of Products once Products have been delivered to a common carrier, or to an employee or other agent of Purchaser, at Supplier's facility. All requests by Purchaser to return Products must be submitted in writing to Supplier utilizing Supplier's Return Request Form. Supplier shall not consider return requests received later than ninety (90) calendar days after shipment of Products.

(b) Supplier shall evaluate the Return Request Form in a timely manner. Supplier may, at its sole discretion, issue Purchaser written authorization to ship Product back to Supplier (hereinafter "Return Material Authorization"). The issuance of a Return Material Authorization is not acceptance of the returned Product, merely authorization to return the Product for inspection. In the event that Supplier deems that the request is not made in compliance with the terms of this Agreement, Supplier shall notify Purchaser in writing that the request for return has been denied.

(c) Upon receipt of such Products, Supplier shall inspect the Products and, at its sole discretion, accept or deny the return of such Products. In the event that Supplier accepts the return of Products from Purchaser, Supplier shall issue a credit to Purchaser in the amount of the original invoice amount for the Products less a restocking charge (hereinafter "Restocking Fee"). Purchaser acknowledges that customary Restocking Fees are 35% for standard Products and 100% for custom Products. In the event that Supplier denies the return of Products from Purchaser, Supplier shall ship Products back to Purchaser at Purchaser's sole expense. All shipping costs for the return of goods are the responsibility of the Purchaser. In the event that, upon inspection, Supplier determines that the Products are subject to the terms of Supplier's warranty or that the Products were shipped by the Supplier to Purchaser due to an error by Supplier, Supplier shall waive any Restocking Fees and shall issue a credit to Purchaser for any shipping costs for the shipment of Products back to Supplier.

Specifications. All Products shall be manufactured to meet Supplier's current manufacturing and engineering standards. All Products shall be packaged and labelled in accordance with Supplier's standard commercial practices. Supplier reserves the right to change or modify Products at any time.

Warranty. Supplier warrants that, at time of shipment, the Products furnished by Supplier are free from defects in material and workmanship. Supplier's obligation under this warranty is limited to repair and replacement of any defective Product within one (1) year from the date of shipment to the first Purchaser. Supplier shall have the sole discretion as to which of these remedies it shall provide. These warranties shall not apply to any Product which has been subjected to misuse, neglect, alteration, accidental damage, damage or defects attributable after shipment, defects during storage or installation, defects attributable to improper installation or use for purposes other than the Product was intended, and any other defects out of the reasonable control of Supplier. Seller makes no warranties, guarantees, covenants or representations other than those expressly set out in this Warranty. The warranties and remedies provided herein are Purchaser's sole and exclusive remedies and are provided expressly in lieu of all other warranties, whether express, implied, or arising by statute or otherwise in law or from a course of dealing or usage of trade, including but not limited to, warranties of merchantability or fitness for a particular purpose. Purchaser agrees that Supplier's liability under this Agreement, and any Purchase Order issued pursuant to this Agreement, shall never exceed the purchase price of the line item upon which liability is based. Under no circumstances shall Supplier be liable for consequential, incidental, special, direct, or indirect damages including but not limited to labour costs, installation costs, inconvenience, cost of replacement goods, loss of revenue or profits, or other costs of any nature as a result of the use of Products manufactured by Supplier.

Force Majeure. Supplier shall not be liable for failure to perform any of its obligations under this Agreement to the extent such failure is caused by fire; flood; explosion; war; riot; embargo; labour disputes; compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities; acts of God or the public enemy; or any act or event of any nature beyond the Supplier's reasonable control. In no event shall Supplier be liable to Purchaser for any special, incidental, or consequential damages as a result of delay in performance or failure to perform hereunder.