VENDOR CONTRACT

Between Superior Fiber and Data Services, Inc. **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

CABLING PRODUCTS AND SERVICES

#1082715

General Information

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

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

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

Definitions

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

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.
REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

Tax exempt status

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

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

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

Indemnity

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

2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 1082715". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded

vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.
Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.
Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS

Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the

inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

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

Scope of Services

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

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.
Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

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

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either

party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

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

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

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

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

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

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

Exceptions:

The Interlocal Purchasing System (TIPS Cooperative)
Supplier Response

Bid Information

Bid Creator	Mr. David Mabe National Coordinator
Email	david.mabe@tips-usa.com
Phone	+1 (903) 243-4759
Fax	+1 (866) 749-6674
Bid Number	1082715
Title	Cabling Products and Services
Bid Type	RFP
Issue Date	06/01/2015
Close Date	7/10/2015 3:00:00 PM CT
Need by Date	

Contact Information

Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686
Contact	Kim Thompson, Coordinator of Office Operations
Department	
Building	
Floor/Room	
Telephone	+1 (866) 839-8477
Fax	+1 (866) 839-8472
Email	bids@tips-usa.com

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Superior Fiber & Data Services, Inc.
Address	1711 Briercroft Court # 154 Carrollton, TX 75006
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (972) 2456014
Fax	1 (972) 2456586
Email	
Submitted	6/30/2015 2:06:50 PM CT
Total	$0.00

Signature Jerri Strong Email jstrong@sfdcabling.com

Supplier Notes

We would like to include our existing Security pricing that you have on file for us.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

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

18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Superior Fiber & Data Services, Inc. would like the opportunity to become you single-source, turnkey provider for voice, data, fiber-optic cabling needs as well as security needs. we also offer advanced computer data center design and installation, network integration and specialized consulting services.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
20	Primary Contact Name	Primary Contact Name	Randy Fuller
21	Primary Contact Title	Primary Contact Title	Vice-President
22	Primary Contact Email	Primary Contact Email	rfuller@sfdcabling.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9722456014
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9722456586
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8178296607
26	Secondary Contact Name	Secondary Contact Name	Tom Washburn
27	Secondary Contact Title	Secondary Contact Title	Estimating
28	Secondary Contact Email	Secondary Contact Email	twashburn@sfdcabling.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9722456014
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9722456586
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2145330383
32	2% Contact Name	2% Contact Name	Carolyn Fuller
33	2% Contact Email	2% Contact Email	cfuller@sfdcabling.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8172678516
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Randy Fuller
37	Purchase Order Contact Email	Purchase Order Contact Email	rfuller@sfdcabling.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9722456014
39	Company Website	Company Website (Format - www.company.com)	www.sfdcabling.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2754261
41	Primary Address	Primary Address	1711 Briercroft Court # 154
42	Primary Address City	Primary Address City	Carrollton
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	75006

45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Panduit, Ortronics, Leviton, Systimax, Uniprise, Commscope, Corning Fiber, AMX Schoolview, voice and data cabling, fiber optic cabling, coax cabling, backbone cabling, outside plant cabling, security products and services
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding $100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over $100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total:	$0.00

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1752754261100**
File/Vendor Number:	**010222**
Approval Date:	**30-JAN-2015**
Scheduled Expiration Date:	**30-JAN-2019**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SUPERIOR FIBER & DATA SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 30-JAN-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512-463-5872**.

Rev. 01/15

NCTRCA
North Central Texas Regional Certification Agency

Women-Owned Business Enterprise Certification

Superior Fiber & Data Services, Inc.

Woman-Owned Business Enterprise

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified to provide service(s) in the following areas:

237130; 238210;
Power and Communication Line and Related Structures Construction (pt); Cabling and Installation;

This Certification is valid begining November 2014 **and superceded any registration or listing previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.**

Certificate expiration November ,20 16

Issued date November 14 ,20

CERTIFICATION NO. WFWB63482N1116

A. Titus

Certification Administrator

© GOES 346

LITHO IN U.S.A.

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

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

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

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

Check your response?

YES ☑ NO ☐

Randy Fuller — 6/30/2015

Signature of Authorized Company Official — Date

Randy Fuller

Printed Name of Authorized Company Official

Superior Fiber & Data services, Inc.

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

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

Does vendor agree? YES RF Initial of Authorized Company Official

Non-Collusive Bidding Certificate

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

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

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

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than
$10,000 and not more than $100,000 for each such failure.
The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," 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.

Superior Fiber & Data Services, Inc.

Name of Organization

1711 Briercroft Court # 154 Carrollton, TX 75006

Address of Organization

Randy Fuller/Vice-President

Name / Title of Submitting Official

Randy Fuller

Signature of Submitting Official

6/30/2015

Signature Date

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

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

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

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

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

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

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

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

Does vendor agree? YES RF Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

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

NO ☐ Initial of Authorized Company Official

YES ☐ Initial of Authorized Company Official

Company Official: _____

Company: _____

CONTRACT Signature Form

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

Company Name:	Superior Fiber & Data Services, Inc.
Mailing Address:	1711 Briercroft Court # 154
City:	Carrollton
State:	Texas
Zip:	75006
Telephone Number:	(972) 245-6014
Fax Number:	(972) 245-6586
Email Address:	rfuller@sfdcabling.com
Authorized Signature:	Randy Fuller
Printed Name:	Randy Fuller
Position:	Vice-President

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

Blenda McNatt — 8-27-15

TIPS Authorized Signature — Date

David Wayne Fitts — 8-27-15

Approved by Region VIII ESC — Date

References

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

Organization	City	State	Contact Name	Contact Phone
University of North Texas	Denton	TX	Dowl Morrow	940-565-3840
Denton County	Denton	TX	Brian King	940-349-3001
DynCorp	Fort Worth	TX	Jeffery Burdian	817-224-8200

Ortronics®
25-Year Applications Assurance Warranty

The Ortronics 25-Year Applications Assurance Warranty is designed to provide the end-user with the additional assurance of performance beyond the Extended Product Warranty.

The structured cabling system, when installed and registered by an Ortronics Certified Installer (Plus tiers only), is warranted to support the current and approved applications for which it was initially designed. Such applications must be designed by acknowledged user forms (such as IEEE), which use the ISO/IEC IS 11801A or the EIA/TIA 568B (B.1, B.2, B.3) specifications that define component, link and channel performance for structured cabling systems.

Applications Assurance for the **Horizontal System (Cabinet to Workstation)** includes applications that have been designed to operate over the structures cabling system (cable and connection interface hardware). These components shall meet or exceed all performance and testing requirements of the current and approved ANSI/EIA/TIA 568B 5 (B.1, B.2, B.3) Telecommunications Standard and the ISO/IEC 11801A International Telecommunications Standard at the time of installation.

Applications Assurance for the **Backbone System (MC to TC)** shall be identified at the time of installation. Applications designed to operate over the installed backbone cabling system shall adhere to all distance and performance requirements of the current and approved ANSI/EIA/TIA 568B (B.1, B.2, B.3) Telecommunications Standard and the ISO/IEC 11801A International Telecommunications Standard at the time of installation.

Without exception, only Ortronics products or Ortronics-approved products are allowed under the Applications Assurance Warranty. Use of any product other than approved products may void the Applications Assurance Warranty.

Ortronics Certified Installers guarantee the end-user that their installation practices and workmanship will adhere to all standards, failing which they (the Ortronics Certified Installer) will fix and repair any installation faults at their expense.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

This warranty does not cover any defects in design or installation of the cabling system that results from failure to comply with the Ortronics Certification Program or relevant telecommunication standards design guidelines and installation practices. This warranty does not cover defects resulting from occurrences outside the control of Ortronics.

Ortronics shall in no event be liable to the end-user or Ortronics Certified Installer for collateral or consequential damage of any kind. The Ortronics Certified Installer shall provide any necessary labour for replacement of product at a reasonable and usual rate agreed upon by Ortronics and the Certified Installer prior to the work being done.

Ortronics shall not otherwise be liable for loss, damage or expense directly or indirectly arising from the use of the product or from any other cause. The sole and exclusive remedy against Ortronics shall be repair or replacement of the product including the labour (labour-rate to be pre-approved by Ortronics) to replace or repair the product only.

ORTRONICS®

Certification Plus℠ System Warranty

Panduit warrants for a period of ***25*** years from the date of registration to

End User @ End User's Address, City, State Postal Code

herein after known as "customer", for the structured cabling system designated as

Project Name @ Project Address, City, State Postal Code

1. that each registered *link* and/or *channel* will meet or exceed the performance requirements of the *designated link and/or channel classification* defined in the Commercial Building Telecommunications Cabling Standards listed on this certificate.
2. that each registered *link* and/or *channel* will support all current and all future network applications designed to run on the *designated link and/or channel classification* defined in the Commercial Building Telecommunications Cabling Standards listed on this certificate, including the Gigabit Ethernet (1000BaseT) protocols.
3. that all *connectivity hardware* and *cable* used in the structured cabling system will be free of defects in material and workmanship under normal handling and use.

In the event that any of Panduit *connectivity hardware* and *cable* used in the *structured cabling system* fail to perform as specified above, Panduit will repair and/or replace the defective *connectivity hardware* and/or *cable* ourselves or will contract a Panduit Certified Installer to complete this work.

For this warranty to be valid

- the customer must verify that the *structured cabling system* has been designed, installed and maintained throughout the warranty period per the Commercial Building Telecommunications Cabling Standards listed on this certificate , as well as all manufacturers' guidelines and instruction sheets, except where authorized in writing by Panduit.
- each registered cable link and/or channel must be 100 % constructed of Panduit *connectivity hardware* and *cable* approved for the *designated link and/or channel classification* defined in the Commercial Building Telecommunications Cabling Standards listed on this certificate (Contact Panduit Certification Plus℠ System Warranty Administrator for approved product list.)
- the customer agrees to comply with all the terms and conditions set forth in this warranty and the *Panduit Warranty Guide*.

(See Reverse Side for Additional Warranty Terms and Conditions and System Details)

Registration Number: [SW 0000] **Date of Registration: [000 - 00, 0000]**

Certification Plus^{SM} System Warranty

SYSTEM PROFILE		
Copper links submitted for warranty:		
Horizontal links	Quantity: 0	Classification: N/A
	Quantity: 0	Classification: N/A
Backbone links	Quantity: 0	Classification: N/A
	Quantity: 0	Classification: N/A
Optical Fiber links submitted for warranty:		
Horizontal links	Quantity: 0	Classification: N/A
	Quantity: 0	Classification: N/A
Backbone links	Quantity: 0	Classification: N/A
	Quantity: 0	Classification: N/A

TIA/EIA-568 B.1 May 2001. TIA/EIA-568 B.2 May 2001. TIA/EIA 568 B.2-1 June 2002. TIA/EIA-568 B.3 May 2001. TIA/EIA-569-A, October 1997. TIA/EIA-606, January 1993.

are the only controlling Commercial Building Telecommunications Cabling Standards for this *structured cabling system* performance warranty.

Note: The use of Panduit Opti-Jack™ Fiber Optic connectors is authorized for use in this *structured cabling system*.

- In order for the *structured cabling system* or additional *links* to be eligible for warranty coverage they must be installed by a registered Panduit Certified Installer.
- In order for the *structured cabling system* or additional *links* to be eligible for warranty coverage, Panduit Corp. must approve an Installer System Warranty Agreement for the system or additional *links*.
- In order for the *structured cabling system* or additional *links* to be eligible for warranty coverage a valid copy of a passing test report must be submitted to and received by Panduit Corp. prior to the date of registration for each link. The exact quantity of registered *links* may differ from the quantity stated above.
- In the event of a performance problem the customer must resolve all *non-connectivity hardware and non-cable* related causes and contact the original Panduit Certified Installer to verify that the system has been designed, installed and maintained per the applicable Commercial Building Telecommunications Cabling Standards except where Panduit has previously authorized exceptions to these standards in writing by the Panduit Certification Plus^{SM} System Warranty Product Manager. If the performance problem persists the customer should contact Panduit Certification Plus^{SM} System Warranty Product Manager for corrective action within 10 days of the original performance problem..
- This warranty shall not apply to any structured cabling system link or channel of which its connectivity hardware or cable has been subjected to any misuse, abuse, neglect, or accidental damages or which contain defects which are in any way attributable to improper installation or to alterations or repairs.
- THIS WARRANTY DOES NOT COVER THE INSTALLATION OR MAINTENANCE OF THE SYSTEM OR PRODUCTS NOT SPECIFICALLY DESIGNATED FOR USE UNDER THE TERMS OF THE CERTIFICATION PLUS^{SM} SYSTEM WARRANTY.
- UNDER NO CIRCUMSTANCE, SHALL PANDUIT BE OBLIGATED TO PAY FOR REPAIRS, WHICH EXCEED THE ORIGINAL AMOUNT PAID BY THE CUSTOMER FOR THE PANDUIT *CONNECTIVITY HARDWARE* AND *CABLE* IN THE STRUCTURED CABLING SYSTEM.
- **THIS WARRANTY IS MADE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR USE, NON-INFRINGEMENT OR ANY OTHER MATTER. NEITHER PANDUIT, NOR ANY PARTS SUPPLIER SHALL BE LIABLE FOR ANY OTHER INJURY, LOSS OR DAMAGE, WHETHER DIRECT OR CONSEQUENTIAL, ARISING OUT OF THE USE OF, OR THE INABILITY TO USE, THE SYSTEM. IN NO EVENT WILL PANDUIT OR BE LIABLE FOR ANY ECONOMIC DAMAGES ARISING OUT OF THE FAILURE OF A SYSTEM.**
- This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, USA, and any disputes hereunder or relating hereto shall be subject to the jurisdiction of the courts of the State of Illinois, USA.

XXXXXXXXXXXX-SAMPLE-XXXXXXXXXXXX

*(Panduit Warranty Registration Signature *)*

(Title)

** No system is registered until this form is completed and signed by a Panduit representative*

Certificate of Approval

Presented by The Siemon Company

This is to certify that

Superior Fiber & Data Services

Of

Carrollton, TX

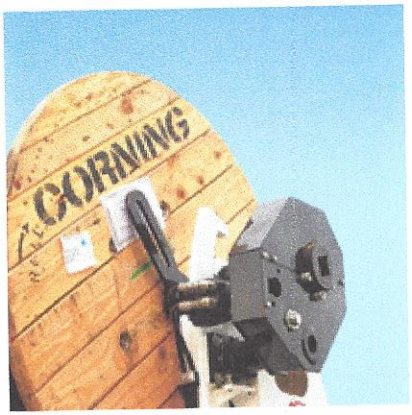
has been approved by The Siemon Company as a Certified Installer[SM] to design, install and administer the Siemon Cabling System®. Installations that comply with all Siemon Cabling System® design, installation and administration procedures and use Siemon authorized products and qualified cable may be registered and are eligible for the applicable Siemon Cabling System® warranty.

Original Approval: April 28, 2011
Current Certificate: July 21, 2013
Date of Expiration: July 21, 2015

on behalf of The Siemon Company

SIEMON™

IS-831-15 Rev. A



CORNING

NPI Network of Preferred Installers

Corning Optical Communications
Network of Preferred Installers

Superior Fiber & Data Services, Inc.

Certified Member
2015 Member in Good Standing

Stuart Hoiness
Senior VP
Enterprise Networks, TCO

Regina McCaughan, Program Manager
Enterprise Networks
Network of Preferred Installers

Rendered: Thu Apr 30 18:14:39 GMT 2015

COMMSCOPE®

CERTIFICATE OF AUTHORIZATION

This document, when combined with any valid 2014 PartnerPRO™ Network program certificate, will serve as an extension of authorized Partnership status.

Stephen M. Kowal
SVP Global Partner Organization

Valid until July 1, 2015
Program Year

FM-104925-EN

BELDEN

PartnerAlliance

Belden hereby confirms that

Superior Fiber & Data Services, Inc.

is a Belden Networking Certified installer and is authorized to design, install, maintain and certify Belden Networking Systems in accordance with Belden IBDN Structured Cabling Guidelines and the current TIA/EIA, CSA and ISO/IEC Commercial Building Telecommunications Cabling Standards.

Certified for 2015

Data Communications Division
125 Eugene O'Neill Drive
New London, CT 06320
860.405.2988
Fax 860.405.2988
www.legrand.us

April 6, 2015

To Whom It May Concern:

Superior Fiber & Data Services, Inc. located at **1711 Briercroft Court # 154, Carrollton, Texas, 75006** is an Ortronics Certified Installer Plus (CIP) in good standing and in the process of completing their certification requirements. Once their certification has been completed, **Superior Fiber & Data Services, Inc.** may offer any of the following warranties, provided the project is registered and approved by Legrand.

- Product and Certified Installation Warranty Ortronics Product and Certified Installation Warranty including Limited Lifetime on Ortronics and Quiktron copper, fiber, A/V connectivity & assemblies; 5-Years for all other passive products; 1-Year for active products, PLUS 25-Years for approved cable manufacturer and labor coverage.
- Application Warranty including Limited Lifetime Product Warranty on CLARITY, TECHCHOICE or INFINIUM patch cords and connectivity; 25-Years for approved cable manufacturer and labor costs
- nCompass™ Standard Performance Warranty - Lifetime Warranty for TECHCHOICE, INFINIUM and Superior Essex listed on relevant nCompass data sheets.
- nCompass™ Limited Lifetime Warranty - Lifetime Warranty for TECHCHOICE, INFINIUM and Superior Essex listed on relevant nCompass data sheets.

Please contact the Training and Technology Department at (860) 405-2988 if you have additional questions.

Lylette Macdonald, RCDD
Director of Training and Technology Support

Tel: 860.405.2988
Email: Lylette.macdonald@legrand.us

C2G®
Cablofil®
Electrorack®
Ortronics®
Quiktron®
Wiremold®

LEVITON®
Premier Network Installer

Leviton Premier Network Installer Certification

Superior Fiber & Data Services, Inc. - Carrollton, TX

Has met Leviton's Certification Program selection criteria and has successfully completed the program certification requirements. Therefore, Superior Fiber & Data Services, Inc. is hereby certified as a Leviton Premier Network Installer. Installations performed by Superior Fiber & Data Services, Inc. that are compliant with TIA/EIA and/or ISO requirements are eligible to receive Leviton Network Solutions Extended Product and Performance System Limited Warranties.

Superior Fiber & Data Services, Inc. has agreed to conform to all Leviton specified, TIA/EIA and/or ISO compliant installation practices in force at the time of installation. In addition, Superior Fiber & Data Services, Inc. agrees to install Leviton approved products and category compliant cabling in compliance with program policies and related industry standards.

TIA/568 Series and ISO standards compliant links and channels are covered under Leviton Network Solutions Extended Product and Performance Warranties when installed by Premier Network Installers. Leviton approved cable manufacturers must be used to obtain system warranties.

Superior Fiber & Data Services, Inc. agrees to adhere to the Terms & Conditions of Leviton Network Solutions certified contractor program, and the Terms & Conditions of the programs Extended Product and Performance System Limited Warranties for the duration of their participation in the program. In no event shall Leviton be liable for special, indirect, incidental, consequential or punitive damages (regardless of the form of action, whether in contract or in tort, including negligence, gross negligence and strict liability), including, without limitation, lost profits, lost revenue, loss of data, technology, rights or services, interruption of business, costs of procurement of substitute products or other economic damage arising from the failure of a system installed by a Leviton certified contractor.

0000733
Certification Number

October 5, 1999
Certified Installer Since

David Rumpakis, RCDD
Contractor Programs Manager

June 30, 2015
Expiration Date