

TIPS VENDOR AGREEMENT

Between JTS and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180501 Networking Equipment, Software and Services- Part 1

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 TIPS 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.

A Purchase Order, Agreement or Contract 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 should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda 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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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 company.

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 Members 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 three (3) years with an option for renewal for an additional one (1) consecutive year. 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. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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 awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member 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 Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

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.

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

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. 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

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable 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 by third parties 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 part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney’s fees are recoverable by the prevailing party in any dispute resulting in litigation.

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 solicitation’s specified minimum score 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 Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

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 Proposal 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. Supplemental Vendor's Agreement documents 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.

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 TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract 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 or contract 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 Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably 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.

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 permitted for the TIPS Member to provide 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

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required 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 Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor 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 or other document 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 Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same 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.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ people besides the owners AND provide ON-SITE services or on-site delivery, not just goods.	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the

contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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/Contracts 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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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

PART 1- RFP 180501 Networking Equipment, Software and Services

Company Name JTS

Address _____


City _____ State _____ Zip 75236

Phone _____ Fax 972-247-5023

Email of Authorized Representative tom.emerick@jts.net

Name of Authorized Representative Tom Emerick

Title Vice President

Signature of Authorized Representative 

Date _____

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8

Date 7/24/18

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 VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x	Department Building		Department Building
Fax		Floor/Room		Floor/Room
Bid Number	180501	Telephone	+1 (866) 839-8477 x	Telephone
Title	Networking Equipment, Software and Services (2 Part)	Fax	+1 (866) 839-8472 x	Fax
Bid Type	RFP	Email	bids@tips-usa.com	Email
Issue Date	5/3/2018 08:03 AM (CT)			
Close Date	6/15/2018 03:00:00 PM (CT)			

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 6/8/2018 12:13:20 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.fuller@jts.net

Supplier Notes

Bid Notes

This is a two part solicitation. Part 1 is for 180501 Networking Equipment, Software and Services that are considered non construction services and Part 2 is for the construction related installation services.

Bid Activities

Bid Messages

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	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. 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 of wireless infrastructure. We specialize in the design, installation, and supply 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.fuller@jts.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-620-1435 x.125
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-247-5023
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-334-6136
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	972-620-1435 x.138
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-247-5023
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	903-235-4191

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kim Sheffler
19	Admin Fee Contact Email	Admin Fee Contact Email	accounting@jts.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-620-1435 x.133
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.fuller@jts.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-620-1435 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)	Texas
29	Primary Address Zip	Primary Address Zip	76010
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, broadband, wireless, backhaul, microwave, point-to-point, point-to-multipoint, PTP, PTMP, PMP, network, microwave, E-band, millimeter-wave, CBRS, WiMAX , Wi-Fi, WLAN, WiFi, 3.65, LTE, tower construction, Cambium Networks (Motorola Broadband), Ceragon, Exalt Networks, Huawei, Telrad, AXIS, RADWIN, Alvarion, Meru Networks, Siklu, Samsung, Aviat Networks, BridgeWave, DragonWave, Radio Waves, Commscope/Andrew, Cielo Networks, Xirrus, CalAmp, Eupen, Valmont/Site Pro 1, GE MDS, RuggedCom, Siemens, Rohn, Sabre, FatPipe, Moxa, DDB Unimitted, Signal Inside, Trylon, Redline, FiSci, Baicells
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	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?	Texas
35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>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."</p>	(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	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	<p>CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. FOR PART 1 ONLY.</p> <p>what is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.</p>	5%

41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	14
45	Years Experience	Company years experience in this category?	30
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (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
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	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)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 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 No
- 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>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 53 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
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 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 submitting this proposal, the vendor and prospective lower tier participant is providing the certification set out herein 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.

57 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.

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

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the 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.
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)
All U.S. Departments, including the USDA are 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 and all other applicable laws and regulations.

59 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 are the subgrantee or Subrecipient by definition. Most of the provisions 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. Others are included within 2 CFR part 200 et al.

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.

60 2 CFR PART 200 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 the 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

61 2 CFR PART 200 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)

Yes

Pursuant to the 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?

62	2 CFR PART 200 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 the Clean Air Act, et al 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 comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 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 the 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 during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>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 the 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

<p>65 2 CFR PART 200 Procurement of Recovered Materials</p>	<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 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>	<p>Yes</p>
<p>66 Certification Regarding Lobbying</p>	<p>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.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>I HAVE NOT Lobbied per above</p>
<p>67 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"</p>	<p>ONLY IF you answered "I HAVE Lobbied per above" to attribute #68, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.</p>	<p>(No Response Required)</p>

- 68 Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? YES
- 69 If yes to #68 OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? If yes to #68 OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 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. YES

70 If proposing on PART 2, Davis-Bacon Act compliance.

(No Response Required)

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act if proposing on PART 2 of this solicitation.

71 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

(No Response Required)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

72 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

73 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

74 Remedies Explanation of No Answer

75	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
76	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
77	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
78	Alternative Dispute Resolution Explanation of No Answer		
79	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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

80 Infringement(s) Explanation of No Answer

81 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

82 Acts or Omissions Explanation of No Answer

83 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

84 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) 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?

85 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)

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.

- 87 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)
- 88 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
 Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
 The relevant section addressed by this form reads as follows:
 Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
 ESC Region 8/The Interlocal Purchasing System (TIPS)
 4845 Highway 271 North
 Pittsburg,TX,75686
 verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
 AND
 our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
- I swear and affirm that the above is true and correct.

89	Logos and other company marks	Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred	(No Response Required)
		<p>Potential uses of company logo:</p> <ul style="list-style-type: none"> * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing) 	
90	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
91	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>	
92	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
93	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>	
94	Long Term Cost Evaluation Criterion # 4 on PART 1 EVALUATION ONLY	<p>READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".</p> <p>Points will be assigned to this criterion based on your answer to this Attribute of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally.</p>	price increases will be < 5% annually per question

Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

Line Items

Response Total: \$0.00

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: JTS
(Name of Corporation)

Kyle Fuller certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Kyle Fuller
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is
acting as
Vice President

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by
authority of its governing body, and is within the scope of its corporate powers.

N/A

CORPORATE SEAL if available

A handwritten signature in black ink, appearing to read "Kyle Fuller", written over a horizontal line.

SIGNATURE

6/7/2018

DATE

Insert TIPS RFP # 180501

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 (ESC8) 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 Texas 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 receives a Public Information Request.) ESC8 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 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and 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 and Title of authorized company officer claiming confidential status of material

Address	City	State	ZIP	Phone
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ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR -----

If you do not claim any of your proposal to be confidential, complete the section below only.

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.

Tom Emerick Vice President

Printed Name authorized company officer Title of authorized company officer

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

Address City State ZIP Phone

Signature  Date 6/6/2018

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.

Hardware Warranty

Cambium's standard hardware warranty is for one (1) year from date of shipment from Cambium Networks or a Cambium distributor. Cambium Networks warrants that hardware will conform to the relevant published specifications and will be free from material defects in material and workmanship under normal use and service. Cambium shall within this time, at its own option, either repair or replace the defective product within thirty (30) days of receipt of the defective product. Repaired or replaced product will be subject to the original warranty period but not less than thirty (30) days.

To register PMP and PTP products or activate warranties, visit the support website.

<https://support.cambiumnetworks.com/warranty>

For warranty assistance, contact the reseller or distributor. The removal of the tamper-evident seal will void the warranty.

Caution



Using non-Cambium parts for repair could damage the equipment or void warranty.

Contact Cambium for service and repair instructions.

Portions of Cambium equipment may be damaged from exposure to electrostatic discharge. Use precautions to prevent damage.

Ceragon Warranty and Advanced Replacement Services

Standard Warranty


Ceragon's Standard Warranty is as follows:

Ceragon warrants to Customer that the Equipment delivered hereunder shall be free of defects in material and workmanship for a period of twelve (12) months from the date of delivery to Customer (the "Warranty Period").

Under the warranty, Ceragon shall, at its sole option and expense, repair or replace any Equipment found to be defective during the Warranty Period, provided that Customer notifies Ceragon within thirty (30) days of discovery of such defect. Such defective Equipments shall be returned to Ceragon's premises at Customer's expense. Return of the repaired or replacement Equipments to Customer's original destination shall be at the expense of the Ceragon, unless Ceragon determines that the Equipments is not defective within the terms of the warranty, in which event Customer shall pay Ceragon the costs of handling, transportation and labor at Ceragon's then prevailing rates. Customer shall comply with Ceragon's return material authorization ("RMA") procedures for all warranty service requests pursuant to this Section.

LIMITATION ON WARRANTIES

The warranty does not apply to normal wear items or to items normally consumed in operation, such as lamps and fuses. The warranty also does not apply to any Equipments that: (a) has had the serial number, model number or any other identification markings removed or rendered illegible; (b) have been damaged by improper operation, maintenance, misuse, accident, neglect, failure to continually provide a suitable operating environment (including necessary ventilation, electricity, protection from power surges, cooling and/or humidity), or from any other cause beyond Ceragon's reasonable control, including force majeure, and without Ceragon's fault or omission or negligence or the fault or negligence or omission of Ceragon's employees, agents or other representatives; (c) have been used in contravention of the instructions supplied by Ceragon; (d) have been subject to the opening of any sealed components without Ceragon's prior written approval; (e) have had changes made by Customer or Customer's agents to the physical, mechanical, electrical, Software or interconnection components of the Equipments supplied by Ceragon without written authorization of Ceragon to do so; or (f) have been repaired or otherwise altered by anyone not under the control of, or not having the written authorization of Ceragon to do such repair or alteration.



The Software is provided "as is" and without warranty of any kind. Ceragon does not warrant that the Software will be error free or uninterrupted in its use or operation.

THE WARRANTIES PROVIDED IN THIS SECTION CONSTITUTE CERAGON'S SOLE AND EXCLUSIVE LIABILITY FOR DEFECTIVE OR NONCONFORMING EQUIPMENT, SOFTWARE AND SERVICES AND SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING EQUIPMENT, SOFTWARE AND SERVICES. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Extended Warranty

Ceragon offers an extension of its standard one year warranty (see above) up to a total of 5-years. Pricing for years 2-5 is a percentage of the purchase price of the equipment, payable at the time of order. Please contact your Ceragon Sales or Technical Support representative for pricing of this service.

24 Hour Emergency Advanced Replacement Service

Ceragon offers "spare-in-the-air" support service. This service entitles the customer to have an advanced replacement sent from Ceragon's New Jersey support facility by the next business day. Ceragon will use reasonable efforts to ship the same business day. The standard RMA procedure (see separate document) should be followed, except that the emergency hotline (**1-800-636-1052**) must be utilized in order to expedite the process. This service is a "like-for-like" service, meaning that a spare from Ceragon's new or reconditioned stock (at Ceragon's discretion) will be sent prior to Ceragon receiving the defective unit back. If the defective unit is not received within 30 days of the request, an invoice will be sent for the replacement unit at the contract price with the customer, or Ceragon's then current List Price (if no purchasing contract is in place). This service is priced as a percentage of the purchase price of the equipment, payable at the start of each year that the service is requested. The extended warranty is required for this service for years 2-5. Please contact your Ceragon Sales or Technical Support representative for pricing of this service.

- 1) Definitions:** Herein, Cielo Networks Inc., is “Cielo Networks” and “Customer” is the party purchasing “Goods” and/or “Services” from Cielo Networks. Goods and Services include all hardware, software and services of whatever type that Cielo Networks agrees to supply directly or through third parties. Cielo Networks and Customer are each a “Party” or both “Parties” to this agreement.
- 2) Entire Agreement:** No other terms & conditions, whether contained in Customer’s Purchase Order or otherwise, including any oral agreements, shall be binding on Cielo Networks other than those listed herein, unless expressly agreed in writing. Any provision of these Terms & Conditions prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating other provisions hereof.
- 3) Quotations & Terms and Conditions of Supply:** All written quotations issued by Cielo Networks are valid for a period of 30 days from date of issue unless expressly agreed otherwise by Cielo Networks in writing. No contract of sale will exist between the Parties unless and until Cielo Networks accepts an order, no Goods will be supplied on any terms other than the contract terms set out herein except as expressly agreed otherwise by Cielo Networks in writing, and by sending an order to Cielo Networks, Customer shall be deemed to be in agreement with and having accepted these contract terms unless otherwise mutually agreed.
- 4) Prices:** Prices quoted are FCA (Free Carrier) Cielo Networks, Southlake, TX or FCA third party location for drop shipped accessories per INCOTerms 2000. Freight, insurance, taxes, and all other costs, as applicable, will be payable by Customer in addition to the stated price of the Goods sold. Prices quoted apply only to quantities or particular services specified in the quotation.
- 5) Confidentiality:** Customer acknowledges that pricing provided in the form of Quotations or Price Lists, and any other information provided by Cielo Networks that is marked or otherwise described as confidential or proprietary, is confidential and proprietary to Cielo Networks and agrees to treat such pricing as confidential and to not release to third parties.
- 6) Terms of Payment:** If granted credit, Customer payment shall be made in full within 30 days of date of invoice in the currency invoiced. Should the Customer fail to pay in full within that period, Cielo Networks may suspend work and/or delivery of any Goods to the Customer and remove Goods previously delivered for which full payment has not been received. Customer agrees that Cielo Networks and/or its agents shall have the right to enter into Customer’s place of business in order to remove any such Goods, and in no event shall the Customer claim or assert that Cielo Networks’ or its agents’ entry into Customer’s place of business for such purpose is a trespass or breach of the peace. Such action shall not prejudice any other remedy that Cielo Networks may have at law, in equity, or otherwise. If payment is not received by Cielo Networks when due the Customer shall become liable for interest payments to Cielo Networks at the rate of 0.005% for each late day until all unpaid balances, including interest charges, are paid.
- 7) Delivery, Shortages and Damage:** Any quoted delivery date or period shall refer to the FCA or ex-works delivery point and is provided as a non-binding estimate only. Early and/or partial deliveries may be made unless Customer specifically directs otherwise. No claim for shortages or damage to Goods will be entertained unless Cielo Networks and the carrier are advised of such in writing within three days of Customer receipt of delivery.
- 8) Cancellation, Order Amendment, & Restocking:** Upon Cielo Networks’ agreement in writing to full or partial order cancellation, at its option Cielo Networks may charge, and Customer agrees to pay, cancellation fees as follows: Days from formal written Customer request for cancellation to estimated delivery date / % of cancelled portion value - a) 30 - 45 days/10%; b) 15 – 30 days/15%; c) 0 – 15 days/20%; d) post shipment from Cielo Networks restocking of new, unopened Goods/30%.
- 9) Property & Risk:** Risk of loss or damage for Goods will pass to Customer upon FCA delivery. Title for Goods will pass to Customer upon Cielo Networks’ receipt of payment in full.
- 10) Indemnification:** a) Subject to the provisions of Section 13 below, the Parties shall indemnify each other for any and all losses, costs, damages, fees, penalties and other amounts awarded against the other in a non-appealable court decision in connection with any claim, suit or proceeding that arises from injury or death to persons or damage to tangible property, except to the extent such injury or death is caused by the gross negligence or willful misconduct of such other Party. b) Cielo Networks Indemnification - Cielo Networks will indemnify the Customer against liability arising where use or sale of the Goods allegedly infringes a valid patent, copyright, trademark, or other intellectual property right, provided Customer immediately notifies Cielo Networks of any such allegation, cooperates in any defense, does not compromise any claim or otherwise treat with any Claimant, and allows Cielo Networks sole control of any defense. c) Customer Indemnification – Customer will indemnify Cielo Networks and Cielo Networks shall have no liability whatsoever if alleged infringement arises from compliance by Cielo Networks with Customer design requirements or instructions, Customer use of Goods in combination with hardware or software not supplied by Cielo Networks, Customer’s modification of Goods, Customer’s use of Goods in applications or using methods not contemplated or suggested in Cielo Networks’ documentation, or if the relevant sale or use of the Goods would not have constituted an infringement at the date of delivery by Cielo Networks. d) Beyond these provisions, in the event Cielo Networks’ Goods are ultimately found to constitute an infringement, Cielo Networks at its cost and discretion will either i) obtain legal right for continued use of Goods; ii) modify Goods so as to no longer infringe without compromising functionality; or iii) replace Goods with functionally equivalent non-infringing Goods.

e) Cielo Networks shall not be liable under any circumstances for any damages arising from or relating to the loss of use of the Goods resulting from any form of infringement.

11) Indirect or Consequential Damages: Notwithstanding the provisions of Section 10 above, under no circumstances shall the Parties be liable for any special, indirect, punitive or consequential damages or losses, including but not limited to injury, loss of revenue, loss of use, loss of production, cost of capital, costs connected with any interruption of operations or services or delay in installation, or damage to reputation, however arising out of or in connection with Goods and/or services supplied, regardless of whether or not the Parties shall have been made aware of any potential such loss. The extent of Cielo Networks' liability hereunder is limited to repair or replacement of defective products in accordance with the warranty terms expressly set forth herein, and in no event shall Cielo Networks' liability exceed Customer's purchase price for Goods.

12) Force Majeure: Without prejudice to any other provision herein, Cielo Networks shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes beyond Cielo Networks' control.

13) Warranty: Cielo Networks warrants that the Goods sold hereunder will be free from defects in design, materials or workmanship for a period of 12 months (or for 3rd party Goods, the manufacturer's standard warranty period) from the date of delivery to Customer. Cielo Networks' entire liability under this Warranty shall be limited to replacing or repairing, at its sole discretion, any defective Goods. Claims in respect of such faulty items must be made in writing indicating the serial # of the Good(s) concerned. Upon Cielo Networks' issuance of a Return of Material Authorization (RMA), defective Goods must be shipped freight pre-paid by Customer to Cielo Networks' directed address with RMA # noted in and on the packaging. Goods repaired or replaced will be sent freight pre-paid by Cielo Networks to Customer, unless Cielo Networks determines that returned Goods are not defective within these warranty terms, in which case Customer shall pay Cielo Networks for return freight and handling and, at its option, Cielo Networks' associated labor at Cielo Networks' prevailing standard rates.

14) Warranty Limitations: Variations by Cielo Networks within the specification of the Goods shall not constitute a breach of contract or impose upon Cielo Networks any liability whatsoever. Warranty does not cover normal wear and tear or items consumed under normal operation such as surge arrestors & fuses. Warranty does not apply to Goods that a) have serial #, model #, or other identification markings removed or made illegible; b) were damaged by improper installation or operation, maintenance, misuse, accident, neglect, or exposure to unsuitable operating environments (improper temperatures, humidity, ventilation, electrical surge protection, force majeure events, etc.); c) were used in contravention of Cielo Networks' supporting documentation; d) have had sealed components opened or have otherwise been repaired or altered without Cielo Networks' written authorization or e) have been shipped in packaging deemed unsuitable for adequate protection of Goods in transit. The Warranty detailed herein represents Customer's sole and exclusive remedy for defective or non-conforming Goods, and except as expressly stated herein, all other warranties, conditions, or representations of any nature are hereby excluded, including warranties express or implied or statutory, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Cielo Networks has not made and shall not be deemed to have made any other representation or warranty whatsoever, express or implied, with respect to the Goods.

15) Property Rights: Customer agrees that ALL Cielo Networks' hardware design and technology and system resident Software and Firmware remain the intellectual property of Cielo Networks and that Customer and any subsequent Customer subsidiaries or resale recipients of Goods agree not to modify, reproduce, copy, reverse compile, reverse assemble, reverse engineer, disassemble, or decompile or otherwise attempt to derive source code or algorithms in ANY Cielo Networks supplied Hardware, Software or Firmware.

16) Export or Trade Restriction: The Customer, or any its agents, shall not export or knowingly sell for export any Goods supplied by Cielo Networks to a territory, country, or party for which relevant trade restrictions apply for Goods sold and/or manufactured by Cielo Networks. Customer and its agents shall be solely responsible for obtaining any required export or import licenses or authorizations and for full compliance with any relevant export, import, technology transfer, or other applicable restriction associated with Goods.

17) Law & Jurisdiction: This Contract and all disputes relating to it shall be governed and construed in all respects according to the Laws of the State of Texas. Venue for any dispute arising out of or in any way related to this Contract shall lie in the state or federal courts situated in Tarrant County, Texas.

18) Cumulative Remedies: No failure to exercise or delay in exercising on Cielo Networks' part of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Cielo Networks' rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law.

19) Successors: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Warranty Statement:

Equipment sold by FiSci has one year of limited warranty commencing on delivery. Extended warranty afterwards can be purchased on an annual basis.

Equipment will be covered by warranty and/or extended warranty due to any of the following reasons,

- (a) Equipment is defective
- (b) Limited lightning protection warranty.

FiSci also warrants up to five percent (5%) of each Equipment type (eNodeB and CPE) covered by the Extended Warranty outside of the limits of the standard product warranty terms if:

- Equipment is damaged by lightning.
- Equipment is damaged due to electrostatic discharge (ESD).

For any Equipment that becomes defective and is not covered by either the Warranty or Extended Warranty, Customer is responsible to replace such Equipment by purchasing the same Equipment model at list price.



LIMITED WARRANTY

RADWIN warrants to the customer that the hardware in all Products to be delivered hereunder shall be free of defects in material and workmanship under normal use and service for a period of twenty four (24) months following the date of shipment.

If, during the warranty period, any component part of the equipment becomes defective by reason of material or workmanship, and the customer immediately notifies RADWIN of such defect, RADWIN shall have the option to choose the appropriate corrective action:

- a) Supply a replacement part, or
- b) Request return of equipment to its RMA Center for repair, or
- c) Perform necessary repair at the equipment's location.

In the event that RADWIN requests the return of equipment, each party shall pay one-way shipping costs.

RADWIN shall be released from all obligations under its warranty in the event that the equipment has been subjected to misuse, neglect, accident or improper installation, or if repairs or modifications were made by persons other than RADWIN's own authorized service personnel, unless such repairs by other were made with the written consent of RADWIN.

The above warranty is in lieu of all other warranties, expressed or implied. There are no warranties which extend beyond the face hereof, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and in no event shall RADWIN be liable for consequential damages.

RADWIN shall not be liable to any person for any special or indirect damages, including, but not limited to, lost profits from any cause whatsoever arising from or in any way connected with the manufacture, sale, handling, repair, maintenance or use of the Products, and in no event shall RADWIN's liability exceed the purchase price of the Products.

Software Products are provided "as is" and without warranty of any kind. RADWIN disclaims all warranties including the implied warranties of merchantability and fitness for a particular purpose. RADWIN shall not be liable for any loss of use, interruption of business or indirect, special, incidental or consequential damages of any kind. In spite of the above RADWIN shall do its best to provide error-free software products and shall offer free Software updates during the warranty period under this Agreement.

Company Links of Proposed Manufacturers

JTS (Bidding Company, Proposing Installation and Maintenance Services for Wireless Infrastructure): www.jts.net

Cambium Networks (Manufacturer of Microwave Radio and Wi-Fi Equipment): www.cambiumnetworks.com

Ceragon Networks (Manufacturer of Microwave Radio Equipment): www.ceragon.com

Cielo Networks (Manufacturer of Microwave Radio Equipment): www.cielonetworks.com

FiSci Technologies (Manufacturer of LTE Equipment): www.fisci.tech

Radwin (Manufacturer of Microwave Equipment): www.radwin.com

JTS is a veteran-owned, turn-key service company ready to design, install, maintain and service your wireless and wireline networks. We specialize in unlicensed and licensed microwave radio installation. With over 29 years of experience in electronic systems integration, we help you quickly and economically reach your networking and system goals. We pride ourselves on our flexibility and rapid deployment.

We are a one stop shop for broadband wireless technology and complete end-to-end wireless backhaul solutions. We provide a full range of point-to-point wireless backhaul, point-to-multipoint networks, microwave, E-band, millimeter-wave, WiMAX, WLAN, Wi-Fi, LTE, tower construction services, and CCTV/video surveillance solutions.

GOVERNMENT

- Multiple vendor contracts with the Texas Department of Information Resources (DIR)
- Registered Supplier with the TASB BuyBoard
- Registered Supplier with TIPS
- E-Rate SPIN Number: 143013981
- SAM Federal Registered Company
- Vietnam Era, Veteran Owned Small Business
- CAGE Code: 3Z0G5
- DUNS #: 191882836
- Primary NAICS codes: 237130, 238120, 238210, 423610, 423690, 517911, 541690



JTS has been a great partner, helping us evaluate and implement the right wireless technology for our organization. They are very knowledgeable regarding the fundamentals of wireless technology as well as the minute aspects of a broad range of products. They help make wireless Just That Simple!

– Brandon Harris,
Assistant Director of IT for
the City of Temple



CONTACT JTS

SALES

Toll Free: (800) 327-1423 x140

Local: (972) 620-1435 x140

sales@jts.net

TECHNICAL SUPPORT

Toll Free: (800) 327-1423 x130

Local: (972) 620-1435 x130

servicecall@jts.net

Fax: (972) 247-5023

5310 S. Cockrell Hill Road
Dallas, TX 75236

www.jts.net





Wireless Services

This is what we do best.

Here are just a few of our wireless networking services:

- Microwave path installation & maintenance
- Path Profile design & studies
- Point-to-point networks
- Licensed & unlicensed frequencies
- Factory trained & certified radio/antenna Installers
- ComTrain certified tower climbers
- Extended services warranty packages available
- Indoor wireless access point networks/WLANs
- Tower lighting maintenance & monitoring
- Portable rental towers

Site Survey & Design Services

Not sure if your networks are working correctly?

Need a network design and don't know where to start?

We offer comprehensive site survey and design services including:

- Grounding test/inspection
- Spectrum analysis/RF studies
- Microwave path studies
- Line-of-sight (LOS) verification
- Tower inspection
- Site surveys
- Comprehensive reports, quotes and recommendations
- Grant writing assistance
- Fiber, coax, and copper line testing & certification

Tower Construction

Need a communications tower? We make the process a breeze no matter what your wireless situation.

We can handle:

- Every phase of installation, from foundation to tower erection
- FAA/FCC compliance determination
- NEPA studies
- SHPO studies
- Tribal compliance
- Underground utility Locates
- All tower sites grounded according to Motorola R56 standards
- All JTS towers are designed to the latest TIA revisions
- Two ComTrain certified tower safety trainers on staff
- Tower lighting installation, maintenance and monitoring
- Specify and construct towers from vendors such as Sabre, Rohn and Trylon
- Project management throughout the entire process

Portable Rental Towers

JTS offers 105' Portable Rental Towers (PRTs) for lease on a weekly or monthly basis (including an initial set up and decommissioning fee). These self-guying towers (no ground anchors are required) are ideal for emergency and temporary needs such as:

- Interim sites
- Emergency/disaster recovery
- Temporary communications
- Emergency communications
- Mobile command center
- Increasing site capacity
- Construction sites
- Special events, street fairs, festivals, etc.
- Permanent site
- Surveillance
- Security, and other unique applications

Project Management

At JTS we offer a variety of solutions to fit your business' needs, backed up with a team of professionals with years of experience in the field.

When it comes to project management, our goal is to identify and exceed the needs of each of our customers. We firmly believe that your success is our success. Our experienced group of project managers take pride in their work, managing each project from start to finish with a practical yet progressive approach that keeps everyone in touch and informed through every step. The biggest tool in our toolbox is JobPro allowing itemized tracking of KPI's and metrics for accurate understanding and live updates of project status. We are aware and respectful of the importance of keeping a project on time and on budget.

JTS offers a multitude of products and services customizing what we offer to your specific needs. Everything from wireless, wireline, hybrid networking and much, much more. Call us today and let JTS be your partner in providing the best for your next project.





ePMP: The New Standard In Wireless Broadband

Cambium Networks' ePMP wireless broadband solutions are the first to bring field-proven reliability, GPS-sync-enabled scalability and high-quality service performance to under- and unconnected communities.

Delivering What's Been Missing In Wireless Broadband

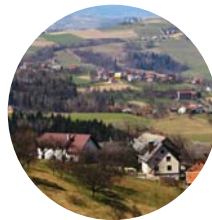


TODAY'S FAST-PACED GLOBAL economy requires reliable connectivity for everyone everywhere. There is an acute need for high-quality, scalable broadband solutions, which are becoming the gold standard of connectivity for businesses and consumers in order to succeed in an ever-changing and demanding globalized society. The ePMP platform from Cambium Networks meets this challenge head on. It is a breakthrough connectivity solution with innovative GPS sync technology, offering scalability, high-quality performance and reliable access to under and unconnected communities. Built on a legacy of field-proven technology, ePMP is a groundbreaking, state-of-the-art platform assuring optimal long-term performance for all.

With ePMP, we're leveraging our global expertise and leadership in wireless broadband products to set a new standard of what an economical connectivity solution can offer. Our ePMP networks combine accessibility, quality of service, reliability and scalability to build strong and sustainable business models, even with low ARPU customers. At the same time, our ePMP solutions enable connectivity for your most remote users, allowing them to benefit from and contribute to the global economy.

Vertical Markets and Solutions

WIRELESS SERVICE PROVIDERS (WISPS)



Rural Connectivity



Municipal Connectivity



Remote Office Connectivity



Primary or Redundant Connectivity

ENTERPRISES



Video Surveillance Backhaul



Site Monitoring



LAN Extension



Leased Line Replacement

Higher Levels of Performance

WITH CAMBIUM NETWORKS' ePMP solutions, you no longer have to sacrifice performance for accessibility. Our ePMP platform delivers the critical features that service providers, enterprises and their customers desire.



GPS SYNCHRONIZATION. Cambium Networks' globally field-proven GPS synchronization capabilities minimize self-interference to offer industry-leading performance and scalability as well as an exceptionally low latency. ePMP's timing synchronization to the GPS pulse allows for extensive frequency reuse. Our solution is able to handle more subscribers per unit without service degradation so you can add new customers and grow your business.

RELIABILITY. Our ePMP solutions are developed by the same industry-leading experts that engineered the exceptional reliability of our PTP and PMP wireless broadband solutions, successfully deployed in hundreds of networks worldwide for a decade. Our products undergo rigorous testing and are made from high-quality components.

QUALITY OF SERVICE (QoS). ePMP provides superior QoS with three levels of support for VoIP, high-speed data and video services. The auto VoIP feature on the GUI enables automatic voice prioritization, delivering clear and uninterrupted audio. Prioritization ensures maximum performance, consistently delivering high data quality and guarding against garbled speech and choppy video transmissions.

SECURITY. Cambium Networks' robust security assures the integrity of critical information and helps defend against cyber-attacks. Our 128-bit AES encryption, L2 and L3 firewall settings and anti-cloning software mechanisms support the numerous requirements for data security.

EASE OF USE. With our ePMP product portfolio, technology has never been easier to install, use and manage. The plug-and-play set-up is fast and simple, and the platform's integrated management software features a simplified GUI and a powerful, intuitive Element Management System (EMS).

RETURN ON INVESTMENT. As many service providers quickly discover, first generation networks can be difficult to scale, making businesses challenging to expand. Our revolutionary ePMP platform allows you to grow and sustain your business, and to serve exceptional performance to a higher density of subscribers, leading to a faster and better ROI.

ePMP Product Portfolio:



ePMP 1000 Integrated Radio



ePMP 1000 GPS Sync Radio



Sector antennas: 90 and 120 degrees

Top Line Specifications

- 2x2 MIMO for Line of Sight (LOS) and near Line of Sight (nLOS) connectivity
- Throughput: up to 200+ Mbps
- Secure Over-the-Air Communications (128-bit AES Encryption)
- Available in 5 GHz unlicensed frequency bands
- 20/40 MHz channel bandwidths
- All radios configurable for Access Point (AP), Customer Premise Equipment (CPE) and Point-to-Point (PTP) operation
- Frequency reuse due to GPS sync
- Built in QoS for VoIP and video prioritization
- Long range – up to 13 miles/21 km Maximum Deployment Range
- Up to 120 units configured for PMP

ePMP's Innovative Features Outstrip the Competition



HIGH PERFORMANCE. Cambium Networks' ePMP platform is optimized to go beyond basic connectivity. It confidently delivers triple-play services – VoIP (Voice over IP), video and data – regardless of environment, allowing your subscribers to take full advantage of awaiting opportunities in the global economy. Our powerful GPS synchronization delivers the spectral efficiency, extended range, high throughput and low latency to provide reliable transfer of data, voice and video.

SCALABILITY. Our ePMP broadband platform provides the scalability you need to expand your networks, enabling you to take advantage of growth opportunities and create a sustainable business model. ePMP's scalability is driven by leading-edge GPS synchronization that reduces interference and enables a high degree of frequency reuse.

SPECTRAL EFFICIENCY. Cambium Networks' ePMP technology provides high spectral efficiency, enabling it to successfully operate within smaller channel widths and limited amounts of spectrum. Our ePMP solutions can comfortably accommodate more users on the same channel than comparable systems.

CHANNEL WIDTH	CAPACITY
20 MHz	6.4 bps/Hz

THROUGHPUT. Our ePMP platform delivers the high throughput your subscribers need to support meaningful use: more than 200 Mbps of real user throughput. With ePMP, your customers can enjoy seamless delivery of bandwidth-intensive services such as high-speed data, VoIP and video.

LONG RANGE. Cambium Networks' ePMP solutions provides a range of up to 13 miles, helping you connect and serve your most remote subscribers more easily and more profitably.

FLEXIBLE PRODUCT CONFIGURATION. ePMP products can be configured within PMP or PTP architectures using integrated or connectorized units, offering outstanding flexibility. Our wireless manager ensures easy and intuitive network management control and provides a comprehensive view of network topology and performance characteristics.

CUSTOMER SUPPORT. Cambium Networks provides an unprecedented level of customer service for its ePMP network operators: call center support with toll-free or local telephone access in 22 countries; a centralized three-tier troubleshooting team for maintenance questions and more in-depth issue investigation and resolution; and e-mail support.

All GPS Synchronizations Are Not Created Equal

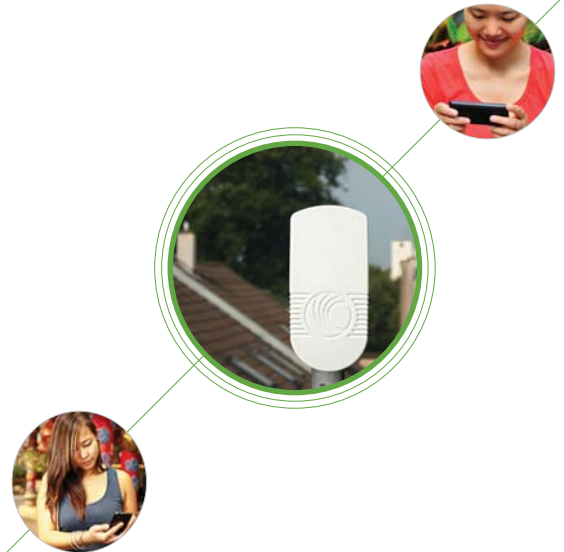
As users of broadband solutions explore using GPS synchronization to improve their network scalability and performance, they are discovering that not all GPS sync systems are the same. The most powerful and successful GPS synchronization provides three essential components:

- **A synchronized MAC (media access control) layer**
- **Automatic CPE transmit power control**
- **High Front-back AP and CPE antenna isolation**

Cambium Networks' ePMP GPS sync solutions offer all three, while other systems in the comparable broadband space typically offer only a synchronized MAC layer. As a consequence, these systems are unable to eliminate or mitigate second order self-interference, resulting in sub-optimal reliability, scalability and performance.

ePMP Equalizes Opportunities

The e in ePMP stands for equalize: Cambium Networks' vision is to connect the under or unconnected, and our dream is to make a difference, equalize is our call to action. Our ePMP platform levels the global economic playing field by facilitating Internet connections in places where connectivity was once impossible.



Connecting the unconnected is just the beginning

Cambium Networks' global vision and actionable blueprint for transforming communities with powerful, innovative and affordable wireless broadband technology and solutions

At Cambium Networks, our vision is a world where no one is left unconnected to the economic and social power of the Internet. No matter how far the distances, how difficult the terrain and how limited the resources, Cambium Networks develops and provides leading-edge technology that connects the citizens of the world. Lives are transformed. Communities are empowered. Regions and countries are able to participate in the global economy to help them grow and prosper.

As the global leader in wireless point-to-point (PTP) and point-to-multipoint (PMP) network technology, Cambium Networks is dedicated to making it possible for Internet service providers and enterprises to build sustainable businesses by connecting the unconnected and the underconnected of the world. Our industry leading portfolio of products—including PMP, PTP and ePMP technology—offers communications solutions that make it feasible and economical to unite the world and build a truly global society that leaves no one behind.

AT CAMBIUM NETWORKS, CONNECTING THE UNCONNECTED IS OUR VISION—AND OUR MISSION.





cnPilot™ Cloud-Managed Wi-Fi

SCALABLE END-TO-END 802.11ac WAVE 2
and 802.11n WI-FI SOLUTIONS.

Frictionless Wi-Fi everywhere

High-performance Cloud-managed 802.11ac Wave 2 Wi-Fi solutions

Frictionless, adaptive cnPilot Wi-Fi combines high-capacity performance and affordability in one package for rapid roll out of large scale controller-managed Wi-Fi networks for education, hospitality, public Wi-Fi, high density events, small - medium businesses (SMBs), or across any space requiring reliable, affordable Wi-Fi.



cnPILOT™ INDOOR

High Performance Enterprise

Affordable enterprise-grade high-density 802.11ac Wave 2 indoor access points for schools, indoor public spaces, malls, hotels and resorts, coffee shops, multi-dwelling units (MDUs), or just about any place indoors that needs reliable, high-performance indoor Wi-Fi.



cnPilot E600

Model	Standard	Frequency	SSID	Max Users	Radio
cnPilot E600 Indoor	802.11ac wave 2	Dual Band 2.4 GHz & 5 GHz	16	512	4x4 MU-MIMO
cnPilot E410 Indoor	802.11ac wave 2	Dual Band 2.4 GHz & 5 GHz	16	256	2x2 MU-MIMO
cnPilot E400 Indoor	802.11ac	Dual Band 2.4 GHz & 5 GHz	16	256	2x2 MIMO



cnPILOT OUTDOOR

Meeting the Demand

Controller-managed, Gigabit IP67 802.11ac outdoor access points for enterprise campuses, public Wi-Fi, hospitality, educational institutions, industrial campuses or for just about any demanding outdoor W-iFi deployments. The E500 and E501 APs can be backhauled over Gigabit Ethernet for fiber or copper networks or can mesh with other E-series APs, or can be paired with Cambium's backhaul to rapidly deploy outdoor Wi-Fi.



cnPilot E500, E501S

Model	Standard	Frequency	SSID	Max Users	MIMO	IP Rating
cnPilot E500 Outdoor	802.11ac	Omni Dual Band 2.4 GHz & 5 GHz	16	256	2x2	IP67
cnPilot E501S Outdoor	802.11ac	120° Sector Dual Band 2.4 GHz & 5 GHz	16	256	2x2	IP67



ePMP™ 1000 HOTSPOT

Reaching the Edge

A highly affordable, yet proven, reliable, enterprise-grade connectorized outdoor hotspot that is perfect for public Wi-Fi, enterprise campus, or event coverage applications. This multi-purpose platform, combining high transmit power and external connectors, can run either as a controller-managed Wi-Fi AP or as an ePMP backhaul node combining application versatility and affordability in one compact form factor.



ePMP 1000 Hotspot

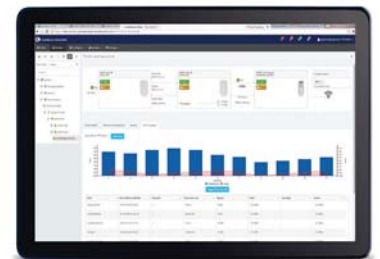
Model	Standard	Frequency	SSID	Max Users	MIMO	IP Rating
ePMP 1000 Hotspot	802.11n	Single Band 2.4 GHz or 5 GHz	8	128	2x2	IP55



cnMAESTRO™

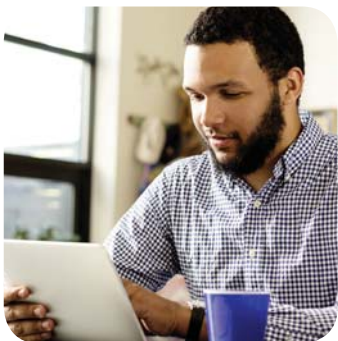
Managing it All

cnMaestro is the cnPilot controller and network management system. The cnMaestro suite of software offers inventory tracking, onboarding of devices, and ongoing daily operations and maintenance including software upgrade, configuration management, statistics monitoring as well as alarms.



cnMaestro

cnMaestro is available in the Cloud or as an On-Premises (NOC) virtual software that can be run in a private data center on a local server.



cnPILOT HOME & SMALL BUSINESS

Simplifying in-home Wi-Fi

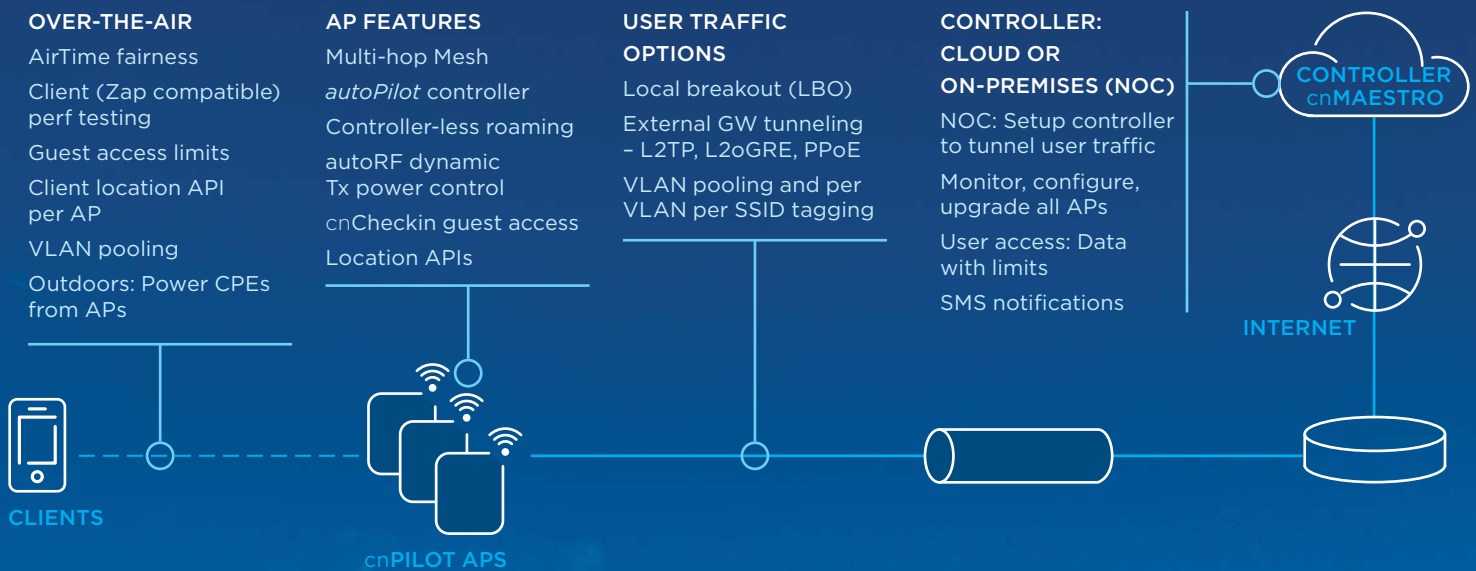
Cloud-controlled cnPilot R190W, R200, R201 and R190 routers simplify ISP roll out of indoor home Wi-Fi. The router incorporates 3 additional functions in one package: **Wi-Fi**, an **ATA** to connect telephone and fax, and **PoE** out for powering up Cambium's CPEs (subscriber modules).

Remote secure management via cnMaestro controller features monitoring, configuration management, and integrated troubleshooting across Wi-Fi, client devices and Cambium backhaul (when present), reducing the total cost of network ownership (TCO).



cnPilot R190W

Model	Standard	Frequency	SSID	Max Users	ATA for Voice	Cambium PoE out
cnPilot R190W	802.11n	Single Band 2.4 GHz	4	64		
cnPilot R200, R190V	802.11n	Single Band 2.4 GHz	4	64	Yes	
cnPilot R200P	802.11n	Single Band 2.4 GHz	4	64	Yes	Yes
cnPilot R201	802.11ac	Dual Band 2.4 GHz & 5 GHz	4	128	Yes	
cnPilot R201P	802.11ac	Dual Band 2.4 GHz & 5 GHz	4	128	Yes	Yes
cnPilot R201W	802.11ac	Dual Band 2.4 GHz & 5 GHz	4	128		Yes



RICH CONTROL OPTIONS FOR NETWORK CONTROLLER

Our flexible, adaptive architecture gives you options. In addition to the Cloud or On-Premises capabilities, Cambium Networks now offers the option of converting a cnPilot AP into a controller. With this feature, the AP still performs all Wi-Fi functions, enabling you to set your network on *autoPilot*.

For more information go to:

cambiumnetworks.com

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 Rolling Meadows, IL 60008

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Ceragon at a Glance

Leading next generation wireless backhaul

Ceragon Networks Ltd. (NASDAQ and TASE: CRNT) is a leading provider of high-capacity Ethernet and TDM wireless backhaul solutions.

Around the world, cellular carriers, fixed-line and fixed-wireless operators as well as private organizations are successfully using Ceragon's innovative solutions to meet the escalating demand for transmission capacity. Ceragon's focus on backhaul is a significant advantage as it serves all types of access technologies, and any type of network. The main driver of Ceragon's business is its modular FibeAir® product family, a cutting-edge, high-capacity solution for wireless backhaul transport of broadband services over IP and SONET/SDH networks.

Serving a growth market

Access networks of every kind are being stretched by growing numbers of subscribers and the increasing prevalence of data services, bandwidth hungry applications, and service convergence - all of which are aggressive creators of traffic. These factors, and the introduction of green-field networks in developing regions, are fueling enormous, worldwide demand for backhaul capacity. Already worth over \$1 billion, the high capacity segment is expected to double in size by 2010.

Flexible solutions that meet evolving needs

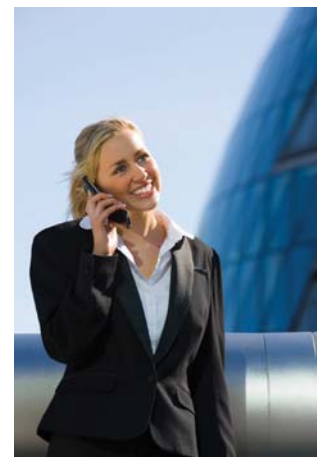
Ceragon's solutions help to eliminate backhaul bottlenecks and significantly reduce backhaul costs while facilitating the transition to next generation IP-based networks.

The FibeAir family of products which provides a single platform for TDM, IP and long-haul applications, is at the core of all Ceragon solutions.

Based on innovative technology and designed with network evolution in mind, the FibeAir solutions offer modular designs and a rich set of features. Whether serving GSM, CDMA, HSPA, WiMAX or private networks, Ceragon's FibeAir solutions provide highly flexible and scalable answers for cost effective, future-proof high-capacity backhaul connectivity.

On-going leadership

As a long-time leader, Ceragon has achieved numerous industry "firsts", including the first solution for wireless transmission of 155 Mbps at 38 GHz, the first native IP/Ethernet wireless transmission offering, the first to achieve Metro Ethernet Forum (MEF) certification for microwave Ethernet and other breakthroughs. The Company's innovative approach has been proven to provide a rapid, cost effective and scalable wireless answer for all types of access networks, a true competitive advantage that provides a sturdy foundation for the Company's current success and ongoing growth prospects.



Ceragon's solutions help to eliminate backhaul bottlenecks and significantly reduce backhaul costs while facilitating the transition to next generation IP-based networks.



Ceragon provides solutions for:

Next Generation Networks

Ceragon's innovative wireless backhaul solutions for all-IP networks are designed to cost-effectively resolve the backhaul bottleneck while addressing network planning challenges. With optimal support for IP services using native Ethernet Ceragon also offers superb, built-in quality of service capabilities and ultra-low latency to carry delay-sensitive real-time services.

Mobile Backhaul

Ceragon's market-proven wireless backhaul solutions facilitate all network migration scenarios - bringing backhaul networks to the next level. Enabling seamless migration and coexistence with legacy networks using native Ethernet and native TDM (Native²™), these solutions allow for maximum performance and resource utilization via unparalleled spectrum efficiency.

WiMAX Backhaul

Providing a reality-ready answer to the escalating demands of today's WiMAX networks, Ceragon's Native Ethernet solutions are a perfect-fit to the inherent WiMAX data architecture. Ceragon's FibeAir solutions facilitate flexible network design and help achieve business case realization with scalable pay-as-you-grow capacity.

Enterprise & Private Networks

Ceragon addresses the diverse needs of private networks with a wide range of solutions. Simplifying network set-up with user friendly installation and operation, Ceragon supports network scalability and advanced data protection features.

Fixed Networks

Ceragon's carrier-grade solutions deliver the connection and perfection required for high capacity fixed networks. Allowing easy integration with next generation and legacy networks via Ethernet and TDM connectivity, Ceragon also allows for cost-efficient network operation and maintenance using advanced management solutions.

More information about Ceragon and its leading edge FibeAir solutions family is available on: www.ceragon.com

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Fax: +52-55-5663-2841



Cielo Networks Overview

History: Cielo Networks, Inc., is a federally registered veteran owned (and predominantly veteran staffed) small business that develops and supplies complete digital microwave point-to-point radio systems in all licensed radio bands. The company was founded in May 2006 by a cadre of microwave industry veterans and is based in Southlake, Texas in the Dallas – Fort Worth Metroplex. The company has experienced a high rate of year to year growth and in its first 12 years has successfully delivered thousands of links of the SkyLink system. These systems are in service across the USA and internationally in applications including nationwide K-12 regional school & library networks, a national scale wireless ISP, a top 3 LEC, a large carrier's carrier, a major cable TV MSO, a regional cellular carrier, critical government agency networks located overseas in war zones, US military applications, and several fixed and transportable government networks at remote classified and highly secured facilities.

Products: Cielo Networks' SkyLink point-to-point microwave radios are available in all ANSI/NTIA & ETSI licensed bands from 4 to 39 GHz. The SkyLink radio systems are also DD1494/JF-12 certified and has the registration number of JF12# 10055. It was designed to meet our proven carrier grade/mission critical, ruggedized standards, while setting a new bar in the performance and value for IP/IP + lower TDM (also native) capacity microwave systems. This product is considered the preferred choice for government and many Public Safety networks.

Overall Experience: We are in our twelfth year of business successfully supporting several large network customers. Our founding customer, Trillion Partners (now known as Affiniti Networks) a Kindergarten to 12th grade telecommunications service provider, has built networks in both urban/metro and underserved rural areas across the entire continental US using the SkyLink system exclusively with many hundreds of links deployed since July 2006. Our 2nd largest customer, Airband now acquired by GTT of Virginia, has been building WISP/WiMax networks, deploying hundreds of SkyLinks systems, in and around about 20 major US cities using the SkyLink system almost exclusively for its PTP applications. In both of these examples the customers are steadily deploying ever larger networks in multiple geographical regions concurrently. We have performed similarly in a variety of cellular backhaul operations as well, including a regional cellular operator here in Texas, for both a west coast and a New York City area cellular backhaul 3rd party ("carrier's carrier") provider. Our product line is also being used in the energy/public utility field under harsh environmental conditions by several energy companies (XTO energy, a subsidiary of Exxon–Mobile for example). The SkyLink product has an excellent reputation in the banking and trading industry as the pre-eminent platform of choice for supporting the hundreds of thousands of financial transactions that take place daily. Internationally, we have networks in Europe, Asia, the middle-east and also in South America with the Argentine Coast Guard being one of our customers.

Government Experience - Cielo Networks has numerous local, state and federal government customers and multiple deployment experiences with them. At the federal level, Cielo Networks has extensive networks with the Department of Energy (DOE) at various test sites where the systems are often used for mobile/transportable applications, with the Department of State (DOS) in Iraq and in Afghanistan, providing backhaul and connectivity to multiple installations in each of those countries and with FEMA and the Coast Guard in the Gulf of Mexico. Cielo Networks, through our distribution arm, has also provided multiple links for networks used by the



United States Air Force and Army at various bases in the U.S. The US Navy has also designed wireless networks with the Cielo Networks SkyLink planned as the backhaul solution.

For state and local levels, Cielo Networks has provided point to point microwave systems for a variety of public safety organizations as backhaul solutions for their LMR networks. The most widely recognized deployment of Cielo Networks products in a state network is with the state of Mississippi in their Mississippi Wireless Integrated Network (MSWIN). This network was established in the aftermath of the Hurricane Katrina and was designed to provide communications throughout the state and with FEMA during catastrophic events. Cielo Networks was instrumental in providing and establishing a network that supported the disaster recovery efforts and clean up of the British Petroleum Gulf Oil fire explosion in the Gulf of Mexico. The EPA, FEMA, MEMA (Mississippi Emergency Management Agency) and the US Coast Guard utilized this network during recovery efforts. Various municipalities such as Midland-Odessa, Texas, Rockwall County, Texas, Miami-Dade County, Florida, Will county, Illinois, Ridgeland – Madison, Mississippi, Rock County, Wisconsin and Casa Grande, Arizona have SkyLink Point to Point networks for use in their E911 and LMR networks for backhaul and connectivity with state emergency management networks.

Brief Corporate Summary:

FiSci Technologies is a Madison, WI-based company that partners with educational organizations, municipalities, service providers, public safety entities, and private enterprises to connect communities using plug-and-play LTE networks. FiSci provides the full end-to-end LTE infrastructure, along with the proper training necessary to deploy the network in the most efficient manner.

By providing the full turnkey LTE solution, FiSci makes it possible for organizations and communities to quickly deploy and expand LTE networks to provide internet where it may not be readily available.

Located in the heart of America's Dairyland, FiSci Technologies' vision was built on the struggle of our friends and neighbors who craved broadband connectivity throughout rural Wisconsin. We secure & build private LTE networks for our educational institutions, municipalities, public safety entities, private enterprises and internet service providers while offering the best in-class broadband services at the most affordable price.



RADWIN

RADWIN delivers wireless backhaul and broadband access solutions in the sub-6GHz space— empowering carriers and service providers with the ability to connect subscribers everywhere. Our expertise in providing telco-grade TDM and Ethernet over a single wireless link has positioned us as world leaders in the sub-6GHz domain.

Dedicated to connecting the global village, RADWIN enables carriers and telcos to reach out to rural subscribers and offer enhanced service for urban areas and private networks. Whether voice, data, or video streaming— the company provides wireless broadband solutions that are of unrivalled performance, high capacity, long range and superior quality at the most competitive prices.

Established in 1997, RADWIN has been providing innovative carrier-class solutions in over 100 countries around the world. Complementing our best-of-breed products, we provide our clients with guidance and support, delivering the most effective and highest quality solutions for their subscribers' needs.

RADWIN is a member of the RAD Group

WinLink 1000 Portfolio

WinLink 1000 is a portfolio of telco-grade products that provide excellent price/performance value. The WinLink 1000 radio links pack native TDM and Ethernet, with capacity of up to 18 Mbps symmetric throughput at distances of up to 80 Km/50 miles. The radios support 2.3 - 2.9 GHz and 4.9 - 6.0 GHz frequencies and comply with worldwide regulations and standards, including FCC /IC, ETSI, WPC and MII.

All radios incorporate the latest technologies together with proprietary protocols to ensure unmatched robustness and resiliency in operation in the sub-6 GHz bands.

RADWIN 2000 Portfolio

RADWIN 2000 is a portfolio of carrier-class products providing high-capacity, long-range connectivity at the most competitive prices in the market.



Built for Backhaul, RADWIN's products are deployed in over 120 countries worldwide by leading cellular carriers, service providers, ISPs as well as private networks requiring high-capacity connectivity. Reaching 200 Mbps aggregate throughput and providing IP and TDM over same link make this product ideal for today's and tomorrow's networks, preparing operators for the seamless migration from legacy TDM to all-IP networks such as LTE/4G.

RADWIN 2000 C-Series products operate in symmetric mode as well as in adaptive asymmetric mode, whereby capacity is dynamically allocated between uplink and downlink based on traffic loads and air-interface conditions. Extremely simple to install and maintain, systems operate flawlessly in the most challenging environments, including non-line-of-site scenarios, interference-ridden environments and extreme temperatures

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