

TIPS VENDOR AGREEMENT

PART 1 ONLY

Between JTS and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220107 Trades, Labor, and Materials (2 Part with JOC)- PART 1 ONLY

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), 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 between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

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”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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 all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed

with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five (5) years.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

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.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

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 Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. 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 performance 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. 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. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor 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 or 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 between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

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 such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement 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 audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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 full 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, 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.

STATUTORY REQUIREMENTS

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 does not and will 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 three (3) business day of the change by a letter on Vendor’s letterhead from and signed by 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 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. 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 Vendor(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, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor’s required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tips@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor’s responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the 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.

- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220107 Trades, Labor, and Materials (2 PART with JOC) PART 1 ONLY

Company Name JTS

Address 5310 S. Cockrell Hill Road

City Dallas State TX Zip 75236

Phone 972-620-1435 Fax N/A

Email of Authorized Representative tom.emerick@jts.net

Name of Authorized Representative Thomas Emerick

Title Vice President

Signature of Authorized Representative 

Date 02/07/2023

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/28/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220107 Addendum 1

JTS

Johnston Technical Services, Inc.

Supplier Response

Event Information

Number: 220107 Addendum 1

Title: Trades, Labor, and Materials (2 Part with JOC)

Type: Request for Proposal

Issue Date: 1/6/2022

Deadline: 2/18/2022 03:00 PM (CT)

Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU ALREADY HOLD TIPS CONTRACT 200201 TRADES, LABOR AND MATERIALS (JOC) ("200201") OR 210205 TRADES, LABOR AND MATERIALS (JOC) ("210205"), YOU DO NOT NEED TO RESPOND TO PART 2 OF THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200201 OR 210205 AT THIS TIME. IF YOU HOLD 200201 OR 210205 YOU MAY RESPOND TO PART 1 TO OFFER NON-CONSTRUCTION GOODS AND SERVICES UNDER

PART 1 ONLY. IF YOU HOLD 200201 OR 210205, CHOOSE TO RESPOND TO PART 2 HEREIN, AND ARE AWARDED ON PART 2 OF THIS CONTRACT, YOUR 200201 OR 210205 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200201 OR 210205 WHICH COVERS ALL OF YOUR OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS CONTRACT UNLESS YOU PREFER TO HOLD MULTIPLE CONTRACTS.

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

JTS Information

Address: 5310 S. Cockrell Hill Road
Dallas, TX 75236
Phone: (972) 620-1435 x125
Fax: (972) 247-5023
Toll Free: (800) 327-1423
Web Address: www.jts.net

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

Kyle Evan Fuller
Signature

kyle.fuller@jts.net
Email

Submitted at 2/18/2022 2:53:41 PM

Requested Attachments

Supplementary

JTS_Misc_Info(1).pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 1 ONLY

220107 Vendor Agreement - PART 1 ONLY.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 1 ONLY

220107 Agreement Signature Form PART 1.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Vendor Agreement PART 2 ONLY

Vendor Agreement JOC_PART 2 ONLY.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Warranty

Vendor_Warranty_Statements.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 2 ONLY

Agreement Signature Form PART 2 ONLY.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 PART 1 ONLY

JTS 220107 Pricing Form 1 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL*No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY

JTS 220107 Pricing Form 2 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY*No response*

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items*No response*

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Reference Form (PARTS 1 & 2)

220107 Reference_Form.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Corp_Summaries(2).pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

All Other Certificates

JTS_Certifications(7)(1).pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

JTSLogoCMYK(5).jpg

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS*No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

JTS_CERTIFICATION_OF_CORPORATE_OFFERER_FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"*No response*

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

220107 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

Bond Letter 2-17-2022 JTS.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

W 9-5.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="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/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
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.) <input type="text" value="JTS is a systems integrator of wireless infrastructure."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Kyle Fuller"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Business Development Manager"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="kyle.fuller@jts.net"/>

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9726201435"/>
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10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143346136"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="John Thompson"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="General Manager"/>
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14	Secondary Contact Email Secondary Contact Email <input type="text" value="john.thompson@jts.net"/>
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15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9726201435"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Sandy Sheffler"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="accounting@jts.net"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9726201435"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Kyle Fuller"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="sales@jts.net"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9726201435"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.jts.net"/>
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="JTS, JTS Wireless"/>
2 6	Primary Address Primary Address <input type="text" value="5310 S. Cockrell Hill Road"/>
2 7	Primary Address City Primary Address City <input type="text" value="Dallas"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="75236"/>

30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

JTS, Johnston Technical Services, 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 Unimited, Signal Inside, Trylon, Redline, FiSci, Baicells, L3Harris, Cellsite, Shelters, Enclosures, Lighting, LED, Dialight, Drake Lighting, Flash, Hughey & Phillips, H&P

31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding 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 include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

32 Yes - No

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

33 Company Residence (City)

Vendor's principal place of business is in the city of?

34 Company Residence (State)

Vendor's principal place of business is in the state of?

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

If awarded on PART 1, 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 solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied 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. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

36 MINIMUM Discount Term

If awarded on PART 1, does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria on PART 1. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

37 Yes - No

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

38 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 or the vendor's named resellers and 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.

3 **REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

9 **What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

4 **REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

0 **What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

4 **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

1 **YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. **YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT

4 2	<p>Yes - No</p> <p>Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?</p> <p>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.</p> <p><input type="text" value="Agreed"/></p>
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4 3	<p>TIPS Administration Fee Paid by Vendor - Not Charged to Customer</p> <p>Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and shall never separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.</p>
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4 4	<p>Yes - No</p> <p>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?</p> <p><input type="text" value="No"/></p>
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4 5	<p>Years in Business as Proposing Company</p> <p>Years in business as proposing company?</p> <p><input type="text" value="34"/></p>
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4 6	<p>Resellers:</p> <p>If awarded on PART 1, does the vendor have resellers that it will name under this contract?</p> <p>Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(Resellers are only permitted under a PART 1 award. If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).</p> <p><input type="text" value="No"/></p>
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4 7	<p>Right of Refusal</p> <p>The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.</p>
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**4
8** **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.

**4
9** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

**5
0** **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

**5
1** **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.

**5
2** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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.

5 **Suspension or Debarment Instructions**

4

Instructions for Certification:

1. By answering yes to the next Attribute question below, 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.

5 **Suspension or Debarment Certification**

5

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

5
6

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.

Yes, I certify (Yes)

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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:

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.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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?

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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)

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?

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2 CFR PART 200 Clean Air Act

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).

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.

Does vendor agree?

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1 **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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.

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.

Does vendor agree?

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2 **2 CFR PART 200 Federal Rule**

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 \$250,000)

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 \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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3 **2 CFR PART 200 Procurement of Recovered Materials**

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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 4 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 5 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 6 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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7 **2 CFR PART 200 Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

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8 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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9 **2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor Agree?

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FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

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Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

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Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "[Certification Regarding Lobbying](#)", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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Subcontracting 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?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION 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?

ONLY IF YES TO THE ABOVE QUESTIONS 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.

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

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 S, "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. 314S), 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 APPLICABLE and if proposing on PART 2 of this solicitation.

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7** **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."

Do you agree to these terms?

Yes, I Agree (Yes)

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8** **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 MAY 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?

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9** **Remedies Explanation of No Answer**

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0** **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

8 1	Venue, Jurisdiction and Service of Process <p>Any proceeding, involving Region 8 ESC or TIPS, 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.</p> <p>Do you agree to these terms?</p> <input type="text" value="Agreed"/>
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8 2	Alternative Dispute Resolution Explanation of No Answer <input type="text" value="No response"/>
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8 3	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> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
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8 4	Infringement(s) Explanation of No Answer <input type="text" value="No response"/>
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8 5	Acts or Omissions <p>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.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
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8 6	Acts or Omissions Explanation of No Answer <input type="text" value="No response"/>
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8 7	Contract Governance <p>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.</p> <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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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.

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?

Yes, I Agree (Yes)

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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 & 22.08341. 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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

None

9 1 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.

9 2 Texas Government Code 2270 & 2270 Verification Form

Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or 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>
I swear and affirm that the above is true and correct.

YES

9 3 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

Potential uses of company logo:

- * 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)

9 4	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
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9 5	Solicitation Exceptions/Deviations Explanation 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. 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. 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. <input type="text" value="No response"/>
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9 6	Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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9 7	Agreement Exceptions/Deviations Explanation 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. <input type="text" value="No response"/>
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9 8	Felony Conviction Notice Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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99 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

100 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

101 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

102 **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

103 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

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Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

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CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220107 Trades, Labor, and Materials (2 Part with JOC)

This correction ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted ***unless you wish to correct the optional form entitled "PART 2 JOC Pricing of Itemized List of Means Non-Prepriced Items" based on the information herein.*** This Addendum is only to correct a misstatement on the original optional attachment entitled "PART 2 JOC Pricing of Itemized List of Means Non-Prepriced Items." The attachment mistakenly provided for and discussed "Attribute 39." Specifically, any erroneous reference to "Attribute 39" on the specified attachment should be considered immediately replaced with "the Attribute Question asking for Pricing for Markup of Non-Prepriced Items in RS Means Unit Price Book." Please disregard any reference to Attribute 39 on this optional form and consider it to be referencing the Attribute Question asking for "Pricing for Markup of Non-Prepriced Items in RS Means Unit Price Book" instead.

TIPS RFP 220107 Trades, Labor and Materials (2 Part with JOC)

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

REFERENCES

Please provide five (5) references from five different entities, preferably from school districts or other governmental entities who have used your service the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than five (5) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of Frisco	Casey Lawson	clawson@friscotexas.gov	972-292-6485
City of Lewisville	Chris Lee	clee@cityoflewisville.com	972-219-5042
Upper Trinity Regional Water District	Mark Skaggs	mskaggs@utrwd.com	972-219-1228
City of Denton	Kyle Young	kyle.young@cityofdenton.com	214-693-8097
City of Midlothian	Mike Weiss	Mike.Weiss@Midlothian.tx.us	972-775-7111

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: Johnston Technical Services, Inc. (d.b.a. JTS)
(Name of Corporation)

Thomas Emerick **certify that I am the Secretary of the Corporation**
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Thomas Emerick
(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


SIGNATURE

02/07/2022
DATE

Required Confidential Information Status Form

JTS

Name of company

Thomas Emerick/Vice President

Printed Name and Title of authorized company officer declaring below the confidential status of material

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

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

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 attach 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 all the confidential information in the submitted proposal. 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 02/07/2023

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Signature  _____ Date 02/07/2022

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Jim Johnston

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

Designation Number: 127526

Registration Start Date: 1/1/2019

Registration End Date: 12/31/2021

David E. Thompson

Chair, Registrations & Credentials Supervision Committee



BICSI
RCDD
Since

1/17/2000

R. L. Thomas

Director of Credentialing

Building Industry Consulting Service International

**REGISTERED TELECOMMUNICATIONS
PROJECT MANAGER**

THE PROFESSIONAL DESIGNATION OF

IS AWARDED TO

Kyle E. Fuller

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

Designation Number: 210498

Registration Start Date: 01/01/2019

Registration End Date: 12/31/2021



Chair, Registrations & Credentials Supervision Committee



Since

08/01/2012



Director of Credentialing

This certificate acknowledges that

Jose Quiroz

Johnston Technical Services Inc

***was certified as a Comtrain 4th ED R17 In-House
Instructor for Authorized & Competent
Climber/Rescuer on 8/16/2018***



in

Irving, TX

Certificate # 18337-105730-21

W. Zane Windham

Comtrain Authorized Signature

Certification expires 24 months from date of training

This certificate acknowledges that

Jose Luis Salazar of

Johnston Technical Services Inc

Was certified as an Authorized

Climber/Rescuer on



11/23/2018 in

Dallas, TX

Certificate #

19536-110047-57

Jose Quiroz

Comtrain Certified Instructor

Certification expires 24 months from the date of training.

SEND



This certificate acknowledges that
Kyle Caruthers of
Johnston Technical Services Inc
Was certified as an Authorized
Climber/Rescuer on



2/22/2019 in
Dallas, TX

Certificate #
20115-113500-57
Jose Quiroz

Comtrain Certified Instructor

Certification expires 24 months from the date of training.

This certificate acknowledges that
Matthew Scott Rodriguez of
Johnston Technical Services Inc
was certified as an Authorized
Climber/Rescuer on



8/3/2019 in
Dallas, TX

Certificate #
20017-44389-57

Jose Quiroz

Comtrain Certified Instructor

Certification expires 24 months from the date of training.

This certificate acknowledges that
Terry Chasteen of
Johnston Technical Services Inc
was certified as an Authorized
Climber/Rescuer on



6/6/2019 in
Dallas, TX

Certificate #
19984-44114-57

Jose Quiroz

Comtrain Certified Instructor

Certification expires 24 months from the date of training.

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.



1720 I Ave. NE Cedar Rapids, IA 52402
319-826-3404 Office
319-826-3415 Fax
www.CellSiteSolutions.com
projects@cellsitesolutions.com

Attention:

1 Year Labor Warranty

Project/PO:

Completion Date:

CellSite Solutions LLC hereby warrants that all labor performed in conjunction with the above referenced project are in compliance with the Contract Documents and authorized modifications thereto and will be free from defects due to workmanship for a period of 1 year from the date of completion.

This Labor Warranty expires on

Should any defects develop during the warranty period, workmanship, or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to American Tower.

American Tower will give CellSite Solutions LLC written notice of defective work. Should CellSite Solutions fail to correct defective work within Thirty (30) days after receipt of written notice, American Tower may, at his or her option, correct and charge CellSite Solutions LLC cost for such correction. CellSite Solutions LLC agrees to pay such charges upon demand. Nothing in the above shall be deemed to apply to work which has been abused or neglected.

**Warranty does not cover defects caused by negligence not on the part of CellSite Solutions, acts of God and/or improper workmanship by others after the date of completion.

Ryan Winter

General Manager | CellSite Solutions, LLC.

Email: ryanw@cellsitesolutions.com

15 Year Warranty

DDB Unlimited manufactures NEMA rated weatherproof enclosures from high quality materials and warrants all enclosures for a period of (15) years from date of original purchase. This warranty covers workmanship and materials to include, but not limited to, the non-corrosive properties of the material and manufacturing defects. (WARRANTY DOES NOT COVER PRODUCTS NOT MANUFACTURED BY DDB UNLIMITED, THEY WILL HAVE THERE OWN MANUFACTURE WARRANTY.)

DDB Unlimited warrants to Customer that DDB Unlimited manufactured products sold to Customer pursuant to this Contract will be free from defects in material and workmanship, will conform to DDB Unlimited's specifications or to Customer's specifications where agreed to in writing for a period of 15 years from the date of shipment to Customer, provided that:

1. DDB Unlimited is promptly notified (within the warranty period) of any warranty claim; and
2. DDB will not issue allow RMA's, Refunds or Returns on orders past 45 days of Invoice date. DDB will not issue credit or warranty any non-stock item; items in which cutouts or non DDB standard products have been placed on enclosure. DDB will not allow RMA, Refund or Return for items that have been altered in any way from stock condition. RMA credit will be given based on a management approved basis with restocking fee.
3. The goods and merchandise are returned to DDB Unlimited, freight prepaid, after Customer has received a return merchandise authorization number from DDB Unlimited; and
4. DDB Unlimited's examination of such items shall disclose to its reasonable satisfaction that the claimed defect in the DDB Unlimited manufactured product was not caused by abuse, improper handling, installation, unauthorized repair, alteration or accident. Modification of DDB Unlimited manufactured product by Customer, or at Customer's direction, shall invalidate the above warranty.

DDB Unlimited's liability under this warranty is limited to repairing, replacing or issuing a credit in the amount of the unit contract price, at its election, for any such claim. Any repair or replacement shall not extend the warranty period.

Discoloration of DDB Unlimited manufactured products from metal oxidization and/or severe/normal environmental atmospheric conditions due to exposure over a period of time is normal/anticipated and is not covered by this warranty.

This warranty is extended to Customer only and is not transferable to subsequent purchasers or users of goods and merchandise. This warranty is given in lieu of all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.



Dustin Mahorney, President

Dialight SafeSite® Hazardous Area/Vigilant® Non-Hazardous Visual Signals and Obstruction Lighting - Limited Warranty

What does this warranty cover?

Dialight warrants solely to the original commercial end user (“**Purchaser**”) of Dialight visual signals and obstruction lighting products (“**Products**”), that the Products will be free of significant defects in material and workmanship for a period of five (5) years from the date of shipment of the Products by Dialight (“**Warranty Period**”).

This warranty does not cover:

- (1) Products that are subjected to abuse, misuse, neglect, negligence, accident, improper testing or service, improper installation or removal and reinstallation, improper storage, improper handling, improper repair, or use contrary to any written installation or maintenance guides issued by Dialight or made available on Dialight’s website;
- (2) Non-material degradation or wear and tear of Products arising during standard authorized use;
- (3) Products that are subjected to (momentarily or continuously) abnormal physical stress, abnormal environmental conditions, exposure to foreign materials, exposure to chemical attack, exposure to excessive humidity, vibration, impact, extreme temperature, subject to electrical line noise, electric surge, voltage outside range, RF noise or other abnormal electrical stress;
- (4) Products that are reconstructed, repaired or altered by persons other than Dialight or a Dialight authorized representative;
- (5) Products that have been amended, repaired or modified using third party products or components not manufactured or supplied by Dialight;
- (6) Advice or assistance relating to the Products that Dialight provides free of charge as a gesture of goodwill to Purchaser;
- (7) Any defective Products where the defect has arisen as a result of Dialight following Purchaser’s own drawings, specification or instructions;
- (8) Any third-party manufactured products attached to the Product, inserted in the Product or added to the Product network such as sensors, detectors, batteries or communication devices (such products are covered by the applicable manufacturer warranty). For the avoidance of doubt Dialight makes no representation or warranty with respect to any third-party products;
- (9) Any damage to or malfunction of the Product (including controls circuitry such as wired or wireless) or lighting network as a result of interference from an external device or system; and
- (10) Any security breach or hacking of the Product or lighting network through manual, wired or wireless intrusion or man in the middle attack.

What will Dialight do to correct the problems?

If, upon the inspection and testing of the returned Products by Dialight, such Products are found to be defective and such defect has not been caused by the reasons set out above, Dialight shall repair, replace or refund (at Dialight’s option) such Products.

What must Purchaser do to make a valid claim?

- (1) Submit all alleged claims or defects within the Warranty Period for receipt by Dialight as soon as reasonably possible and in any event within thirty (30) days of discovery, in writing and with detail of the same;
- (2) Return (at Purchaser’s own cost and expense) Products with a bill of sale or other evidence showing the date of purchase and identification of the original Purchaser; and

- (3) Prepay all of Dialight’s costs and expenses (including risk of loss) for the delivery of all repaired or replaced Products to the Purchaser.

Compatibility of Dialight Products is highly dependent on environmental conditions and therefore, in abnormal conditions the Purchaser must undertake a compatibility assessment of their relevant site prior to the installation of the Product. Purchaser shall also retain and present to Dialight (on request), evidence of compatibility assessment under actual operating conditions.

Warranty Limitations:

- (1) Timeframes: All repaired or replaced Products are warranted for the time remaining in the original Warranty Period of the original Product;
- (2) Replacements: Replacement Products will be equivalent in function, but not necessarily identical to the replaced Products;
- (3) No further Liability: Repair, replacement or refund as set forth in this warranty is the sole and exclusive remedy under this warranty or otherwise for Products’ defects. Once Dialight has replaced, repaired or refunded the defective Products it shall have no further liability to the Purchaser in respect to the defect in that particular Product; and
- (4) **NO ADDITIONAL WARRANTY: EXCEPT FOR THE WARRANTIES CONTAINED HEREIN NEITHER DIALIGHT NOR ANY PERSON ON OUR BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, CONFORMANCE TO DESCRIPTION OR SAMPLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT, AND PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY DIALIGHT, OR ANY OTHER PERSON ON DIALIGHT’S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS DOCUMENT.**

What damages can’t you claim for?

IN NO EVENT SHALL DIALIGHT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE, SAVINGS OR PROFITS, ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DIALIGHT, A DIALIGHT AUTHORIZED REPRESENTATIVE OR THE PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY MAY NOT APPLY TO DAMAGES RELATING TO PERSONAL INJURY OR DEATH OR OTHER LIABILITIES IN JURISDICTIONS WHERE THE SAME MAY NOT BE DISCLAIMED AS A MATTER OF LAW.

How I make a claim under this warranty?

To obtain warranty service, Purchaser must obtain an RMA (Return Material Authorization) number and instructions on how and where to return the products from your local Dialight Customer Service department. Customers can also email our warranty mailbox at: warranties@dialight.com where you will be provided with further guidance as to the appropriate Dialight representative to contact.

Please note if there is any conflict or inconsistency between the English language version of this warranty and any translated version (into any language whatsoever), the English language version shall prevail.

E Kit



FEATURES

- Two conductor wire with no polarity
- One size cable for Beacon, Markers, Photocell
- High powered LEDs driven at low current levels for MAX life
- Standard 13 ¼" bolt circle
- Controller **and** power supply are located at ground level
- Includes FAA required monitoring (dry contacts)

INCLUSIONS / SPECIFICATIONS

Beacon

- Lamp type LED, White Day, Red Night L-865 / L-864
- Effective intensity 20K Day, 2K Night cd; ±25%
- Expected min. lamp life 10 years +
- Power consumption 60 W Day / 20 W Night
- Weight 24 lbs (11 Kg)
- Dimensions (dia. x height) 19" x 14" (48,1cm x 35.5 cm)
- Operating temperature -40°F to 131°F (-40°C to 55°C)
- Size of control enclosure D:7"; W:15 ¾"; H:17 ½"
- Power requirements 120/240 Vac 50/60hz (available in 48Vdc)
- Warranty 5 years (refer to full warrantee statement for details)

Side marker

- Lamp type LED, Red Night L-810, 32 cd ±25%
- Warranty 5 years (refer to full warrantee statement for details)

L-Shape Bracket

- Metal type Aluminum
- Hose Clamps All Stainless Steel

Cable

- Type UV resistant, UL, 2 conductor, 16 AWG

Certified

- Intertek FAA-AC 150/5345-43G LED-B-HYBRID-G3

Product or part infringes any United States patent, or if the use, lease or sale of such Product or part is enjoined, Flash may at its option and its expense: (a) procure for Customer the right under such patent to use, lease or sell, as appropriate, such Product or part, or (b) replace such Product or part, or (c) modify such Product or part, or (d) remove such Product or part and refund the aggregate payments and transportation costs paid therefore by Customer, less a reasonable sum for use, damage and obsolescence. Flash shall not be liable for any costs or expenses incurred without Flash's written authorization. The foregoing constitutes the entire liability of Flash and Customer's sole and exclusive remedy for intellectual property infringement related to the Products. Notwithstanding the foregoing, the remedy described in this paragraph shall not apply to any suit or proceeding alleging infringement resulting from or related to Flash's compliance with Customer's specifications or design or the use of Products in combination with other goods or materials. In no event shall Flash's total liability to Customer under, or as a result of compliance with, the provisions of this section exceed the aggregate sum paid to Flash by Customer for the allegedly infringing Product or part.

11. WARRANTY.

Supplier warrants new Materials purchased by the Customer hereunder to be free from defects in material and workmanship, as follows:

- Two (2) years from date of shipment for Xenon Light Source Equipment
- Three (3) years from date of shipment for Integrated Solar LED Light Source Equipment
- Five (5) years from date of shipment for Solar Photovoltaic (PV) Power Supply except for the batteries, which will be pro-rated over 3 years
- Five (5) years from date of shipment for LED Light Source Equipment.

(All Light Source Equipment is tested at the factory for compliance with standards set by the FAA, DGAC, or ICAO, and the serial numbers of such Products are recorded in accordance with such standards.)

Monitoring Materials – Two (2) years from the date of shipment.

Replacement Materials – Ninety (90) days from the date of shipment.

Warranty Activation – To activate warranty for Light Source Equipment and Monitoring Materials call Flash Technology Customer Support at (800) 821-5825. Refer to the warranty activation card supplied with product or system manual for specific instructions.

Warranty Returns – A RMA number must be requested from Flash Technology prior to return or advance of any Product. No returned product will be processed without the RMA number. Failure to follow the full RMA policy may result in additional charges and delays. To initiate a RMA call Flash Technology Technical Support at (800) 821-5825.

All Products – For a period defined above from the date of delivery of Products, Flash warrants to the Customer that the Products manufactured by Flash shall be free from defects in design, material and workmanship and shall be in accordance with the specifications agreed to by the parties. During such period, subject to the right to inspect such Product, Flash agrees to repair or

replace, at Flash's sole discretion, such warranted Product as is found to be defective, subject to the conditions of this Agreement. For returns, the warranted Product must be properly authorized for return with a Return Materials Authorization (RMA) and RMA number, packed and returned to Flash, transportation prepaid. For Products that cannot reasonably be returned, the Customer has the obligation to provide photographic or other evidence to document a claim.

If Flash fails to repair or replace any defective Product, the Customer agrees that the exclusive measure of damages shall be the reasonable cost of the repair or replacement of the defective Product at that time. Flash's warranty obligation is conditioned on the Customer's payment of all amounts due under the corresponding purchase terms and the Customer's compliance with its obligations thereunder.

Repair or replacement of defective Products does not re-start the warranty periods defined above; it carries the longer of the ninety (90) day spare parts warranty or the remaining warranty of the original serial number of the product replaced, whichever is longer.

The Customer's warranty rights under this Agreement shall apply only if Flash receives prompt written notice of any alleged defect within the applicable warranty period defined above, the Product has been installed and operated in accordance with Flash's written instructions, and Flash's examination discloses that such Product has not been damaged through accident or negligence, misuse, alteration, or improper maintenance, repair, or installation.

No warranty shall apply: (a) to any Products that have been repaired, worked upon, disassembled or altered by persons not authorized by Flash in such a manner as to injure the stability or reliability of such Products, (b) to any Products that have been subject to misuse, negligence or accident other than by Flash, (c) to any Products that have not been connected, installed, electrically grounded, used, maintained, inspected or adjusted by appropriately qualified personnel in accordance with the written instructions furnished by Flash, (d) with respect to any Product that has had its serial number altered, effaced or removed, (e) to damage resulting from: Force Majeure; intentional acts, such as sabotage, terrorism, or vandalism; accidents; extreme weather (including earthquakes, flooding, high winds, hurricanes, tornados, hail, or lightning strikes); the impact of ambient chemicals; and/or flying objects, or (f) to ordinary wear resulting from use and exposure. Replacement of any original Flash parts with non-Flash parts will take the Products out of compliance and void this warranty.

THE FOREGOING WARRANTIES ARE IN LIEU OF, AND FLASH EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND THE FOREGOING WARRANTIES STATE FLASH'S ENTIRE AND EXCLUSIVE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR FURNISHING OF SERVICES OR PRODUCTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION.

Warranty Statement

The following is Hughey and Phillips' ("H&P") standard limited warranty for obstruction lighting products ("Products"). This warranty applies unless a different warranty has been specifically agreed to and signed by Hughey and Phillips' authorized representative.

Limited Warranty

(a) **What Is Covered by the Limited Warranty.** Hughey & Phillips, LLC ("H&P"),

warrants, to the original purchaser ("Buyer") only, that the obstruction lighting products (the "Products") sold to Buyer (1) comply with applicable H&P drawings and Federal Aviation Administration ("FAA") specifications and (2) are free from defects in workmanship and material. As used in this Limited Warranty, "Nonconformance" means a defect in workmanship or material, a failure to comply with applicable H&P drawings, or a failure to comply with applicable FAA specifications. Normal wear and tear (including, but not limited, to incandescent lamp failure) or the need for periodic maintenance shall not constitute a Nonconformance or form the basis for a breach-of-warranty claim.

(b) **Duration of the Limited Warranty.** The duration of the warranty set forth in paragraph (a) shall be as follows (in each case, the "Warranty Period"):

(1) for non-LED-based obstruction lights and controllers (including FG200xB XR series and FG300xB XR series flash heads when not purchased in a new system or kit consisting of at least a flash head and power supply), software and third-party components), twenty-four (24) months after shipment of the Product or twelve (12) months after date of first use, whichever occurs first;

(2) for LED-based obstruction lights, FG200xB XR series flash heads and FG300xB XR series flash heads when either type of flash head is purchased in a new system or kit consisting of at least a flash head and power supply, five (5) years from the date of shipment of the Product; and

(3) for replacement parts, (i) the remainder of the applicable original Warranty Period set forth in paragraph (b)(1) or (2), or (ii) one hundred twenty (120) days from the date of shipment of the replacement parts, whichever is longer.

The repair of any Product, as hereinafter provided, will not extend the applicable Warranty Period.

(c) **Buyer's Remedies.**

(1) If, during the applicable Warranty Period, Buyer discovers a Nonconformance with respect to any Product, Buyer must promptly notify H&P in writing, setting forth in detail the nature of the Nonconformance ("Buyer's Notice"). H&P shall in no event have any liability under or with respect to this warranty unless Buyer's Notice is received by H&P within thirty (30) calendar days following the end of the applicable Warranty Period. Within a reasonable time after its receipt of Buyer's Notice, H&P will correct any Nonconformance in the Product identified in Buyer's Notice by furnishing new or used replacement parts. If, after a reasonable number of attempts, H&P is unable to repair any Product to conform to the warranty, H&P will provide, at its option and in exchange for the return of such Product, one of the following: (i) a replacement Product or (ii) a full refund of the purchase price. These remedies are Buyer's exclusive remedies for breach of warranty.

(2) All warranty service will be performed at a warranty service facility designated by H&P following its receipt of Buyer's Notice. Such warranty service, including parts, labor, and the costs and expenses relative to (i) the shipment of any nonconforming or defective Products to H&P (which shall be in accordance with instructions issued by H&P following its receipt of Buyer's Notice and shall not exceed normal ground shipping charges) and (ii) the shipment of replacement parts to Buyer, will be at H&P's expense. All costs and expenses relative to the installation of replacement parts will be at Buyer's expense. The risk of loss or damage to all Products in transit shall be borne by the party initiating the transportation of such Products.

(3) Any action for breach of warranty must be commenced within one (1) year from the date the cause of action accrues in a state or federal court sitting in the State of Ohio. This Limited Warranty shall be interpreted in accordance with the laws of the State of Ohio, without regard to conflicts-of-laws principles and specifically excluding the provisions of the United Nations Convention on the International Sale of Goods.

(d) **What Is Not Covered by the Limited Warranty.** H&P shall not be liable under this Limited Warranty for (1) any product, components, or parts not manufactured by H&P (but, to the extent that H&P may lawfully do so, H&P hereby transfers and assigns to Buyer any warranty given to H&P by the manufacturer of such parts), (2) any Nonconformance caused by or attributable to any maintenance, repair, installation, handling, transportation, storage, operation, or use that is improper or that otherwise is not in compliance with H&P's instructions, (3) any Nonconformance caused by or attributable to any alteration, modification or repair by anyone other than H&P or those specifically authorized in writing by H&P, (4) any Nonconformance caused by or attributable to any accident, contamination, foreign object damage, abuse, neglect, or negligence after delivery to Buyer, (5) any Nonconformance caused by or attributable to any damage precipitated by failure of any H&P-supplied Product not under warranty or by any product not supplied by H&P, (6) damages caused by use of any Products for purposes other than those for which they were designed, (7) damage caused by disasters, such as fire, flood, wind, and lightning, (8) damages caused by unauthorized attachments or modifications, (9) damage during shipment, or (10) any other abuse or misuse by Buyer. Nothing in this paragraph shall be deemed in any way to modify or to broaden the limited warranty set forth in paragraph (a). No expansion of the scope of the warranty set forth in paragraph (a), and no extension of any applicable Warranty Period, shall be binding on H&P unless set forth in writing and signed by an authorized representative of H&P.

(e) **Warranty of Title and Against Infringement.** In addition to the warranties set forth above, H&P warrants that it is conveying to Buyer good title to the Products, free of encumbrances, and that the Products will be delivered free from the rightful claim of any third person for infringement of any United States or foreign patent. H&P agrees to indemnify, to save harmless, and to defend Buyer from and against any damages or costs (including reasonable attorneys' fees) that may be rendered against Buyer on account of the alleged infringement of any United States or foreign patent by the Products furnished hereunder, unless made in accordance with materials, designs, or specifications furnished or designated by Buyer, in which case Buyer shall indemnify H&P from and against any judgment for damages and costs (including reasonable attorneys' fees) that may be rendered against H&P on account of any of the alleged infringement of any United States or foreign patent by the Products furnished hereunder or by such materials, designs, or specifications; *provided, however*, that (1) prompt written notice be given to the party from whom indemnification is sought of the bringing of the suit and (2) such party be given sole control of the defense and all related settlement negotiations and be rendered by the other party every reasonable assistance in settling or defending the suit. If a claim with respect to which H&P has an indemnity obligation arises, Buyer will allow H&P, at H&P's option and expense, to procure the right for Buyer to continue using the Products, to replace or to modify the Products, or to grant Buyer a full refund of the purchase price in exchange for the return of the infringing Products.

(f) **Limitation of Remedies.** The remedies described above are Buyer's sole and exclusive remedies. Under no circumstances shall H&P be liable for any cost, loss, expense, damages, special damages, incidental damages, or consequential damages arising, directly or indirectly, from Buyer's purchase, ownership, or use of the Products, whether based upon breach of warranty, breach of contract, negligence, strict tort liability, or any other legal theory. Such excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Products or any associated property (including damage to, or the destruction of, any personal property or other contents contained in any area secured by any of the Products), costs of capital, costs of any substitute equipment, facilities, or services, downtime, the claims of third persons (including lessees, customers, and invitees), and injury to property. This limitation does not apply to damages caused by breach of the warranties of title and against infringement, as set forth in paragraph (e), above, or to claims for personal injury. The exclusion or limitation of incidental and consequential damages shall be deemed independent of, and shall survive, any failure of the essential purpose of any limited remedy under the terms of this Limited Warranty. Some states prohibit the exclusion or limitation of incidental or consequential damages. In such states, the limits in this paragraph may not apply.

(g) **Disclaimer of Warranty.** THE WARRANTIES AND LIMITS OF LIABILITY DESCRIBED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHOULD THE DISCLAIMER AND EXCLUSION OF SUCH IMPLIED WARRANTIES BE PROHIBITED BY APPLICABLE LAW, SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD OF NINETY (90) DAYS FROM THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. IN SUCH STATES, THE ABOVE LIMITATION MAY NOT APPLY.



#1 Fairholm Avenue
Peoria, IL 61603 USA
Phone 309-566-3000
FAX 309-566-3079
Toll Free 800-727-ROHN

ROHN Products LLC Warranty Statement

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

The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale.

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

SABRE PREMIUM WARRANTY

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

Sabre will warrant the product against failure as follows:

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

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

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

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

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

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

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

DISCLAIMER OF OTHER WARRANTIES

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

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Order line item(s) cancelled.

Returns.

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

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

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

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

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

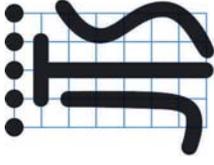
Force Majeure. Supplier shall not be liable for failure to perform any of its obligations under this Agreement to the extent such failure is caused by fire; flood; explosion; war; riot; embargo; labour disputes; compliance with any laws, regulations, orders, acts or requirements from the government,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

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

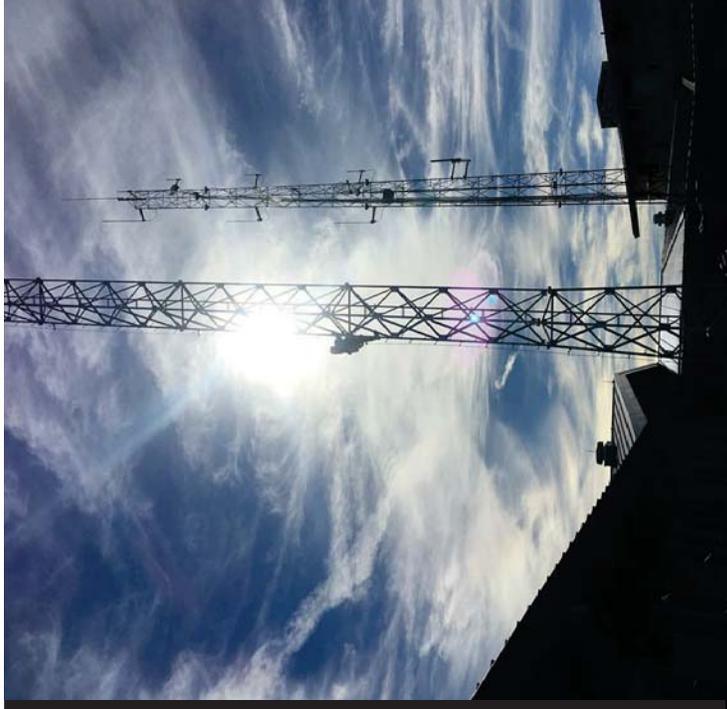
Fax: (972) 247-5023

5310 S. Cockrell Hill Road
Dallas, TX 75236

www.jts.net



Associate Member 2016 - 2017





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 Tylon
- 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:

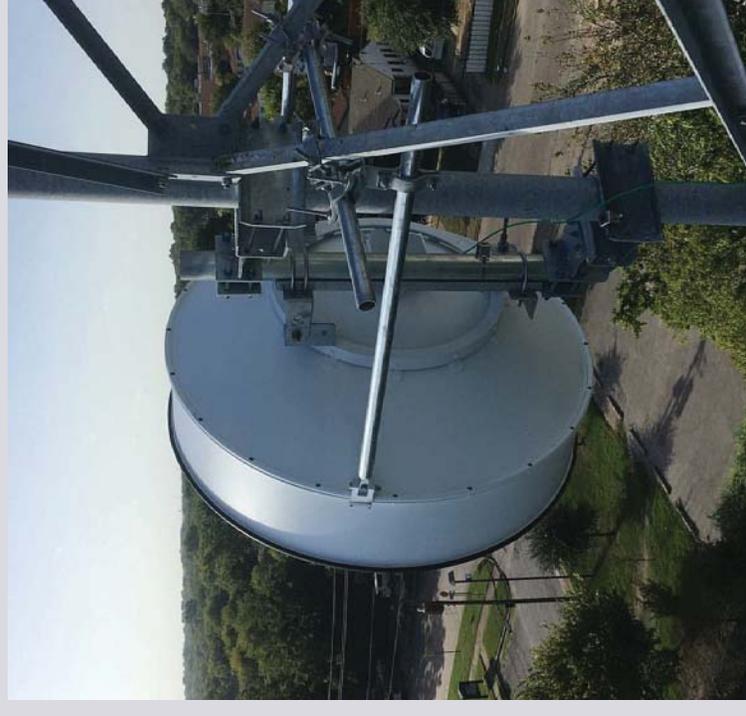
- Interim sites
- Emergency/disaster recovery
- Temporary communications
- Emergency communications
- Mobile command center
- Increasing site capacity
- Construction sites
- Special events, street fairs, festivals, etc.
- Permanent site
- Surveillance
- Security, and other unique applications

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.





Jim Johnston
CEO/Owner



Education

- BSEET, Devry Institute Electronics Engineering Technology
- NSCA, Project Management For Owners
- Cox School Of Business, SMU

Certifications & Specialized Training

- BICSI RCDD, Registered Communications Distribution Designer
- Qualifying Party, State Of Texas Security Contractor License
- Qualifying Party, State of New Mexico GB98 General Contractors License, GF7 Fixed Contractors License, Tanks & Towers, ES3 Low Voltage Contractor's License
- AXIS Video Certified Engineer
- Cisco CCNA, CCDA
- Citrix Certified Administrator
- ASN Apple Solutions Expert
- ComTrain Tower Safety & Rescue
- AG Group Ethernet Protocol Analysis, TCP/IP Protocol Analysis
- OSHA 10-Hour General Industry Safety & Health

Vendor Certifications

- Cielo Networks, Ceragon, Cambium Networks, Alvarion, Freewave, GE MDS, Bridgewave, RADWIN, & Alvarion Certifications

Affiliations

- BICSI (Building Industry Consultants Systems International)
- NSCA (National Systems Contractors Association)
- ASN (Apple Solutions Network)

Experience Summary

A former US Army microwave instructor, Jim has over 43 years of experience in the low voltage, computing and networking fields with extensive design and construction experience developing copper and fiber and wireless systems to provide connectivity to government, enterprise, education and medical entities.

- 43 years experience in low voltage electronic systems contracting
- 28 years experience in computer technology, data networking & connectivity
- 26 years experience in wireless data communications

Jim started JTS in 1988 and incorporated JTS in 1995. JTS is a system integrator which provides services such as customer needs analysis, design, engineering, procurement, construction and maintenance services. Special expertise in IP convergence involving video surveillance, VOIP, ROIP, building automation and remote network management and monitoring.

CEO/Owner

Manage low voltage systems contracting and wireless network integration company

Key Projects

- Designed licensed microwave system to connect campuses of Tulsa Technology Center
- Designed wireless system for San Angelo Independent School District
- Strategic Plan and Design for Barnett Shale gas field wireless backhaul and SCADA
- Strategic Plan and Design for Eddy and Lea County, New Mexico gas field wireless and SCADA.
- Designed network for City of Houston fresh water production services
- Designed video surveillance networks for auto auction yards covering over 88 acres
- Designed wireless backhaul systems for dozens of municipal, county, education, water and electric utility and enterprise applications in Texas, Oklahoma, Kansas, New Mexico and Wyoming



John Thompson General Manager

Experience Summary

Operating currently as a Sales Manager for JTS, John has over 19 years of experience in the telecommunications field. John has extensive knowledge of tower construction and microwave installations. Manages projects from conception through to the completion of network turn up.

- 18 years experience in tower construction
- 19 years experience in microwave planning, design, and installation
- 9 years of project management in the telecommunications industry
- 8 years of sales in the telecommunications industry

John started at the age of 16 in the telecommunications industry. Constructed towers, installed lines and antennas for all major carriers. Currently providing turn-key wireless network infrastructure solutions for all verticals

Sales Manager

Leads a small team of sales representatives and business development personnel to market and sale to all verticals. Oversees all pre sales engineering, participates in negotiations, handles transition from sales to operations, works to assure consistent sales. Also aids in marketing strategies for the direction of the company.

Key Projects

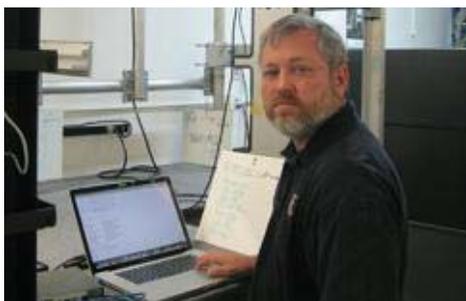
- Designed and installed a licensed microwave ring for Ector County consisting of 4 major licensed links and 9 unlicensed links. Construction of 2 self support towers for microwave line of site.
- Lea County Electrical Cooperative Wireless Network - Design and Installation of new wireless backhaul for Lea County Electrical Cooperative Inc. Construction of nine 195' self support towers and 25 40' concrete direct burial poles. 12 total licensed microwave links and 24 licensed spur links to interconnect all substations and switches. Handling network engineering and installation of the layer 3 network needed for data transport.
- City of Shreveport Water Network Improvements - Installation of licensed backhaul for City of Shreveport. Construction of 3 new self support towers. Coordination and Implementation of 5 wireless backhaul links. Construction of 3 SCADA sites for data transport of water treatment facilities.
- NCTCOG 911 Redundant Microwave Network - Negotiated, Designed and Planned the installation of 21 self support towers, and 54 licensed microwave paths spanning around the DFW metroplex. This project was completed in 1 year and 6 months, ahead of schedule by 6 months and with a gross profit of 40% over the 30% budgeted.

Education

- Bachelors Degree in Business Management, University of Texas at Tyler, 2007

Certifications & Specialized Training

- Currently training to receive PMP Certification
- Qualifying Party, State Of Louisiana General Contractor License
- CPR and First Aid Certified
- ComTrain Certified
- Anritsu Certified
- Andrew/Commscope Cable Installation Certified
- Eupen Cable Installation Certified



Thomas Emerick

Vice President

Certifications & Specialized Training

- Microwave/Satellite Maintenance and Operations - US Air Force
- ComTrain Tower Rigging, Climbing and Rescue – ComTrain LLC
- Anritsu Certified Technician – Tessco
- Fiber Optic Level 3 Technician - ODM
- RFS Hybriflex Trainer – CommScope
- PPC – Master Technician – PPC
- Microwave Pathing and Integration Trainer - Clear
- Sprint LTE Installation Trainer - ALU
- Nortel CDMA Base Station Installation and Commissioning
- BSSM Integration
- Nortel GSM Base Station Installation and Commissioning
- OMC-R Integration
- EVDO Integration

Vendor Experience

- Ceragon, Dragonwave, Cambium Networks, Alvarion, EBand, CommScope/ Andrew, Eupen, RFS, PPC, RADWIN, Alvarion, Red Line, Motorola, NEC, ALU, Huawei, Samsung, Asentria, Valere, Kathrein, Nortel, Siklu, Cielo Networks

Experience Summary

Thomas is currently Vice President at JTS. Before joining JTS, Thomas trained more than 700 installers for ALU's LTE deployment for the Sprint Vision project. This was a three-day hands on course covering installation standards, close-out documentation, grounding and cable testing.

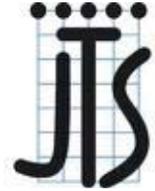
After nearly 15 years of military duty in the communications field he joined Northern Telecom/BNR in the wireless division. Thomas started as a GSM Technical Support Engineer and became the Department manager after six months. He was selected to the Asia Pacific Wireless Technical Support group and home based out of Bangkok, Thailand. He operated as a UMTS technical liaison for a Nortel/Matsushita joint venture at YRP Nobi just outside Yokohama, Japan. Upon returning to Texas, Thomas transferred to the Wireless R&D Division and started a International Technology Trials group that demonstrated functionality of new technologies to customers in the global market. As an additional duty he was given responsibility for ensuring the CDMA/CSVS software development labs were functional and available for Engineers to test there modules and system testing after each load compile.

Service Manager

As Service Manager for JTS, Thomas' role is to identify ways to ensure superior customer satisfaction with JTS products and services. This is accomplished through job reviews and ongoing training of our technicians. Thomas is also responsible for the development of test plans and procedures ensuring equipment is properly provisioned and tested in the JTS lab before deployment to the customers site.

Technology Experience

- Microwave, GSM, Edge, GPRS, UMTS, CDMA, CPDS, CSVS, TDMA, WiMax, LTE-A, AWS, AISG-II, 3GPP, IDEN, VOIP, WiFi, Fiber Optic, IP



Kyle Fuller, RTPM
**Business Development/
Government Contracts Manager**

Education

- BS Electrical Engineering - University of Texas at Arlington
- MBA - Telecommunications Management - University of Dallas

Certifications & Specialized Training

- BICSI RTPM, Registered Telecommunications Project Manager
- E.I.T. (Engineer-In-Training) Certification, Texas Board of Professional Engineers
- TXDOT, Small Business LINC Program
- CommScope, LTE Proper Installation
- BridgeWave, Partner Training
- Cielo Networks, Partner Training
- Cambium Networks, Canopy & PTP Sales Training
- RADWIN, PTP Certified Partner Training
- Radio Waves, Microwave Antenna Systems Training
- First Aid/CPR/AED Certified

Affiliations

- Member, BICSI (Building Industry Consultants Systems International)
- Member, BICSI Wireless Subcommittee
- Member, ENTELEC Regulatory Committee
- Member, ITS (Intelligent Transportation Society) Texas
- Board Member, TCAA (Texas Celtic Athletic Association)

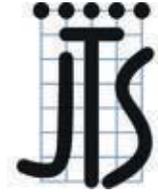
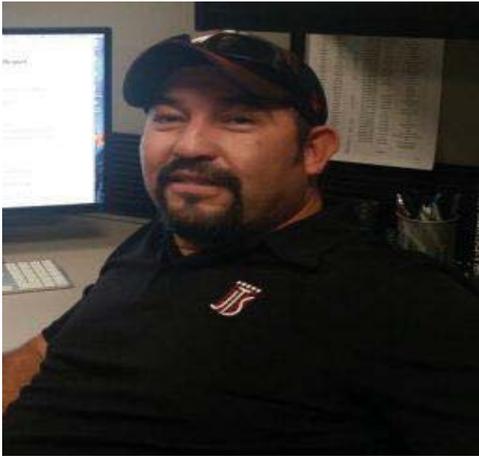
Experience

Kyle Fuller has 26 years of experience, including both the OEM product and services arenas, for various telecommunications, municipal, state, federal, and enterprise clients.

- 14 years experience in design engineering, quality control, product management, international marketing, and OSP services for RELTEC/ Marconi
- 3 years experience as a sales engineering manager for customized DC power systems and enclosures with Magnetek Telecom Power Systems
- 9 years of experience with JTS as a Business Development/ Government Contracts Manager for wireless and wireline infrastructure related services

Key Projects

- Established infrastructure/documentation for several successful RFP/ RFO responses within JTS
- Worked closely with the Project Management team in obtaining several successful contracts, including but not limited to:
 - City of Midland
 - City of Waco
 - City of College Station
 - Ector County
 - TxDOT (Texas Department of Transportation)
 - Texas Department of Criminal Justice (TDCJ)
- Obtained five (6) statewide-cooperative purchasing contracts with the DIR (Texas Department of Information Resources) for wireless, video, and tower related products and services
- Obtained two (2) similar contracts with the TASB (Texas Association of School Boards) BuyBoard, and three (3) with The Interlocal Purchasing System (TIPS)



Adrian Barboza
Project Manager
Licensed Microwave Specialist

Education

- GED

Certifications & Specialized Training

- MERU NETWORKS - Meru Certified Engineer
- MERU NETWORKS - Wireless Engineering Professional
- ALVARION - Certified Alvarion System Specialist
- COMTRAIN - Tower Safety & Rescue
- COMTRAIN - Certified In-House Tower Safety and Rescue Instructor
- OSHA 10 hour General Industry Safety & Health

Vendor Certifications

- Cielo Networks, Ceragon, Cambium Networks, Alvarion, Freewave, GE Mds, & Bridgewave, RadWin, Stratex Networks, Meru Networks, Aruba Networks, Siklu and Berk-Tek.

Affiliations

- BICSI (Building Industry Consultants Systems International)
- NSCA (National Systems Contractors Association)

Experience

Adrian Barboza has been with JTS and served in many roles. Progressing from cabling technician, tower & wireless technician, crew leader, job manager to project manager. Adrian has witnessed the emergence of IP networking in all facets of industry and has been an integral in developing JTS quality of workmanship, job planning and employee development.

Project Manager

11/98-Present

- Managed deployment of wireless system for United Wireless, installing and aligning over 80 microwave links and LTE installs throughout Central and Western Kansas.
- Managed deployment of 400 Mbps licensed microwave ring around the Houston, TX with multipoint links to fresh water production sites.
- Managed crews restoring hurricane damage in Louisiana, Mississippi and Texas after Katrina and Ike. Averaged restoring two microwave links per day for hospitals and carriers.
- Managed deployment of high speed licensed microwave system to connect campuses of Tulsa Technology Center, Tulsa, OK.
- Managed deployment of a high speed wireless backhaul system connecting gas production plants for XTO Energy in the Freestone gas field.
- Successfully managed and completed complex wireless and wired data networks for such customers as:
 - Cox Enterprises-Norman, OK
 - University of Texas Southwest Medical Center
 - City of Denton, TX
 - City of Corinth, TX
 - City of Midlothian, TX
 - City of Conroe, TX
 - City of Tomball, TX
 - Denton Water District
 - XTO Energy
 - Chesapeake Energy
 - Devon Energy
 - Texas Department of Transportation (TxDOT)