

TIPS VENDOR AGREEMENT

Between JTS and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

171004 Wireless Data and Voice

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

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

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

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

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Fees for this award are 2%.

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

Indemnity

- 2. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

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

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

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

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

Supplemental Agreements

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

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Bonding

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

Incorporation of Solicitation

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

Scope of Services

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

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Construction Projects (when applicable)

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

Special Terms and Conditions

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

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. 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.

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

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 171004 Wireless Data and Voice

Company Name JTS

Address 5310 S. Cockrell Hill Road

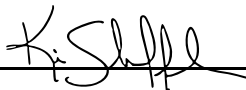
City Dallas State TX Zip 75236

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

Email of Authorized Representative kim.sheffler@jts.net

Name of Authorized Representative Kim Sheffler

Title President

Signature of Authorized Representative 

Date 10/31/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 12/15/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689	Department		Department
Fax		Building		Building
Bid Number	171004 Addendum 2	Floor/Room		Floor/Room
Title	Wireless Voice and Data	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	10/5/2017 08:03 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	11/17/2017 03:00:00 PM (CT)			

Supplier Information

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

Contact
 Department
 Building
 Floor/Room
 Telephone (972) 620-1435 x125
 Fax (972) 247-5023
 Email
 Submitted 11/7/2017 02:13:53 PM (CT)
 Total \$0.00

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

Signature Kyle Evan Fuller

Email kyle.fuller@jts.net

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
10/30/17	Anticipated Schedule of Award or Related Events	The Anticipated Schedule of Award or Related Events addendum reflected a January 2017 award date and is hereby corrected to change from January xx, 2017 to 2018.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	JTS is a systems integrator of wireless infrastructure. We specialize in the design, installation, and supply of microwave networks, as well as tower construction.
6	Primary Contact Name	Primary Contact Name	Kyle Fuller
7	Primary Contact Title	Primary Contact Title	Business Development Manager
8	Primary Contact Email	Primary Contact Email	kyle.fuller@jts.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726201435
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722475023
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2143346136
12	Secondary Contact Name	Secondary Contact Name	John Thompson
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	john.thompson@jts.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726201435
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9722475023

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9032354191
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Debra Fouts
19	Admin Fee Contact Email	Admin Fee Contact Email	accounting@jts.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726201435
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kyle Fuller
22	Purchase Order Contact Email	Purchase Order Contact Email	kyle.fuller@jts.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726201435
24	Company Website	Company Website (Format - www.company.com)	www.jts.net
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2621300
26	Primary Address	Primary Address	5310 S. Cockrell Hill Road
27	Primary Address City	Primary Address City	Dallas
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75236
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	JTS, Johnston Technical Services, Redline, Bridgewave, GE MDS, Proxim, microwave, backhaul, broadband, Siklu radio, network, SCADA
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) 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?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes

44	Start Time	Average start time after receipt of customer order is ____ working days?	30
45	Years Experience	Company years experience in this category?	30
46	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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;</p> <p>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;</p> <p>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.</p>	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ 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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- You may find the Blank CIQ form on our website at:
Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ No
If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing Yes
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.
- 54 Regulatory Standing
Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

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

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

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

59 2 CFR PART 200 Contract Provisions Explanation

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

(No Response Required)

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

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

60 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

61 2 CFR PART 200 Termination

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

Yes

62	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>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."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

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

68 Remedies Explanation of No Answer

69 Choice of Law This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. 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

70 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 clauses in contracts with TIPS members may be determined by the parties. Yes

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?

- 71 Alternative Dispute Resolution Yes, I Agree
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree
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.
Do you agree to these terms?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes
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.

78 Payment Terms and Funding Out Clause

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

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

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

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 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.

Some

81 Solicitation Deviation/Compliance

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

Yes

82	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>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.</p>	(No Response Required)

Line Items

Response Total: \$0.00

Certification Regarding Lobbying

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

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

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

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

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


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

JTS

5310 S. Cockrell Hill Road, Dallas, TX 75236

Name/Address of Organization

Kim Sheffler/President
Name/Title of Submitting Official

Signature 

10/31/2017
Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Kim Sheffler
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: Kim Sheffler

OR

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

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: JTS
(Name of Corporation)

I, Debra Fouts certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that


Kyle Fuller
(Name of person who completed proposal document)

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

Business Development Manager
(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.

CORPORATE SEAL if available



SIGNATURE

10/31/2017

DATE

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

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

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

YES or NO

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

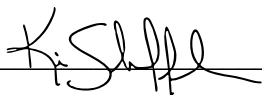
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

Company Name JTS

Print name of authorized representative Kim Sheffler, President

Signature of authorized representative 

Date 10/31/2017

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Kim Sheffler as an authorized representative of

JTS, a contractor/vendor
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

10/31/2017

Date

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

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

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

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

Name of company claiming confidential status of material

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

Address City State ZIP Phone

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

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

JTS

Name of company expressly waiving confidential status of material

Kim Sheffler, President



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

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

Address City State ZIP Phone

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Jim C Johnston

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

Designation Number: 181964R
Registration Start Date: 1/1/2016
Registration End Date: 12/31/2018



Bicsi
RCDD
Since
1/17/2000

A handwritten signature in black ink, appearing to read 'Tony Wherry', written over a horizontal line.

Chair, Registrations & Credentials Supervision Committee

A handwritten signature in black ink, appearing to read 'R. DeTh...' (likely R. DeThorne), written over a horizontal line.

Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED TELECOMMUNICATIONS
PROJECT MANAGER**

IS AWARDED TO

Kyle E Fuller

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

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



Since

8/1/2012

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing



Texas Department of Public Safety
Certificate of Licensure



The Private Security Board Certifies that:

JOHNSTON TECHNICAL SERVICES, INC

B14961

Is Duly Licensed as

Security Contractor
Alarm Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 03/31/2018

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
<http://www.dps.texas.gov>



ADRIAN BARBOZA

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

**JOHNSTON TECHNICAL
SERVICES INC**

Certified
12/13/2012
in
DALLAS, TX

W. Windham
ComTrain Authorized Representative

www.comtrainusa.com
512-275-6600

Certificate #: 7221-44007-59

Copyright © 2012 by ComTrain Texas LLC





Tower Climbing Safety & Rescue Training

PHILIP HILTON

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

**AUTHORIZED
CLIMBER/RESCUER**

at

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

ComTrain Certified Instructor

www.comtrainusa.com
512-275-6600





COMTRAIN LLC

Jim C. Johnston

**Has Successfully Completed
ComTrain LLC's Requirements
for Certification in
"Tower Climbing
Safety & Rescue"**

**Training
at
Dallas, TX
1/6/2011**

Adrian Barboza
ComTrain Instructor

Don Zoff
ComTrain Instructor

4th Edition





Tower Climbing Safety & Rescue Training

DANIEL AYERS

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

***AUTHORIZED
CLIMBER/RESCUER***

at

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

ComTrain Certified Instructor

www.comtrainusa.com
512-275-6600



COMTRAIN LLC

Jose Quiroz

**Has Successfully Completed
ComTrain LLC's Requirements**

**for Certification in
"Tower Climbing
Safety & Rescue"**

Training

at

Dallas, TX

1/6/2011

Adrian Barboza

ComTrain Instructor

Oliver Jof

ComTrain Instructor

4th Edition





COMTRAIN LLC

Mickey Croft

**Has Successfully Completed
ComTrain LLC's Requirements**

**for Certification in
"Tower Climbing
Safety & Rescue"**

Training

at

Dallas, TX

1/6/2011

Adrian Barboza

ComTrain Instructor

Alan Zoff

ComTrain Instructor

4th Edition





Tower Climbing Safety & Rescue Training

THOMAS EMERICK

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

***AUTHORIZED
CLIMBER/RESCUER***

at

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



ComTrain Certified Instructor

Certificate #: 8614-51345-57

www.comtrainusa.com
512-275-6600

Copyright © 2012 ComTrain Texas LLC

4th Edition IH



JTS WARRANTY STATEMENT

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

Extended Warranty and Next Day Replacement (NDR) Documentation

If you purchased BridgeWave's Next Day Replacement (NDR-1) or Extended Warranty with Next Day Replacement (EWNDR-2, -3 or-5) services through a VAR then you should initially work through your VAR or Distributor to resolve your support issues. BridgeWave will work directly with the Distributor and VAR as required to assist and provide the necessary support to fulfill the services you have purchased.

BridgeWave's Standard Warranty is included in the shipping boxes. BridgeWave provides a 12-month limited warranty on millimeter wave (MMW) systems. BridgeWave's Standard Warranty is included in the initial purchase price and provides the following features:

Remote Technical Support: BridgeWave is committed to providing superior customer support Monday – Friday 8am – 5pm Pacific Time by phone to its certified Distributors and Value Added Resellers (VARs) on all warranted equipment. BridgeWave's technicians are skilled at answering installation, alignment, maintenance and configuration questions, as well as troubleshooting and diagnosing link failures.

The first person a customer speaks to will isolate and resolve the problem. BridgeWave's support technicians have access to resources across the entire company, including Engineering, Manufacturing and Network Architecture, and, if necessary, will pull these groups together to ensure the problem is resolved.

Warranty Claims Processing. If, as a result of troubleshooting a link outage, BridgeWave and the customer determine the cause to be failure of equipment under warranty, BridgeWave will issue the customer a Return Materials Authorization (RMA) number. BridgeWave will only accept return shipments with valid RMA numbers. BridgeWave's Warranty Claims Processing is available Monday – Friday 8am – 5pm Pacific Time by phone. The customer will pay for shipping.

30-Day Parts Replacement. If a defect is discovered, BridgeWave will ship a repaired or replacement unit within 30 days of receiving the defective unit. For defects identified within the first 30 days after shipment, a replacement will be sent the next business day. Standard replacement timeframe can be expedited by purchasing Next Day Replacement service. BridgeWave will pay for shipment of the product to the customer.

Software Releases For products with configurable software, BridgeWave will make new software releases and upgrades available to customers who are within warranty terms. Customers may access releases along with installation instructions via BridgeWave's web site or by purchasing an upgrade kit (including a CD-ROM, release notes and instructions for installing the new release) by calling Order Processing.

Extended Warranty

By purchasing BridgeWave's Extended Warranty, you extend the Standard Equipment Warranty coverage to the second and third year of operation of BridgeWave equipment. Extended Warranty provides the same features as the BridgeWave Standard Equipment Warranty with Next Day Replacement covering all three years.

Next Day Replacement

If you purchased Next Day Replacement service you will have an accelerated replacement timeframe. When Next Day Replacement is purchased, replacement parts are shipped within one business day for shipments within the United States and two business days to the shipping company for international destinations. Next Day Replacement is offered to complement the Standard Equipment Warranty for one year or complements Extended Warranty to cover all years (2, 3 or 5) and is included in the price of EWNDR services.

If BridgeWave is contacted and an RMA number is provided by 1:30PM Pacific Time (Monday - Friday non-Holidays), a replacement unit will be shipped for arrival Next Day (domestic US). For weekend or holiday delivery, special shipping arrangements will have to be made prior to BridgeWave providing a delivery date and time.

Next Day Replacement commences the day payment is received by BridgeWave and will terminate on the same date as the applicable Warranty service (Standard Warranty is 12 months from date of shipment and Extended Warranty is 24, 36 or 48 months from the date of shipment, depending on warranty purchased).

If the failed unit is not received within 10 days of the RMA number being provided, the distributor, VAR or customer, as appropriate, will be billed the List Price of the unit. All shipping instructions of the failed unit to BridgeWave will be covered by specific information provided when the RMA is assigned. BridgeWave pays the shipping costs of the replacement product within the United States and will work with international customers to coordinate pickup by their freight forwarder for further shipment abroad. All international customers will pay insurance, tariffs, duties and shipping fees.

Support Process

If your BridgeWave product is not functioning to specifications:

- refer to the Field Installation Service Manual (FISM) included in the shipping box for troubleshooting processes
- try to perform the troubleshooting processes to isolate the problem. If unable to resolve the problem,
- contact the VAR that sold you the BridgeWave product
- if unable to contact your VAR, contact the Distributor that the VAR purchased the product from if you know the Distributor

- if unable to contact your VAR or Distributor, contact BridgeWave Technical Support at (408) 567-6900
- BridgeWave will issue a Return Merchandise Authorization (RMA) number via the Distributor or VAR
- if an RMA is provided, you will need to repack the non-functioning product in a suitable box to protect it from damage and ship it freight prepaid to FOB BridgeWave’s dock:

Attention: RMA # _____
 BridgeWave Communications, Inc.
 3350 Thomas Road
 Santa Clara, CA 95054, USA

- If the customer purchased Next Day Replacement service, BridgeWave will ship a replacement product Next Business Day if the RMA is authorized before 1:30pm Pacific Time Monday – Friday. BridgeWave will prepay return freight charges on RMA products
- If the customer does NOT have Next Day Replacement service and the product is under warranty, BridgeWave will receive the failed product, repair or replace the failed product, notify the customer and ship the repaired or replacement product. It could take 14-30 days to perform these tasks. BridgeWave will prepay return freight charges on RMA products.
- your VAR or you will be expected to install the replacement product

The replacement product’s warranty shall expire on the later of ninety (90) days after shipment date or the last day of the Standard Equipment or Extended Warranty period with respect to the originally purchased product.

No Fault Found

If after the RMA product has been received and fully tested, it is determined that there is “No Fault Found” with the product; BridgeWave will contact the customer to further investigate the possible problems. If after further investigation the product still has a “No Fault Found” status and BridgeWave cannot replicate the problem, the customer will be contacted again and the product will be shipped back at the customer’s expense with an additional \$350 fee to cover the costs of technical support and shipping fees to receive the product.

Delivery Schedule

Service	RMA issued by 1:30pm PT (M-F)	RMA Issued after 1:30PT (M-F)
Standard Warranty (1st 12 months)	Delivery next business day within 1st 30 days; 2nd through 12 months upon repair of product (14-30 days)	Delivery 2 business days within 1st 30 days; 2nd through 12 months upon repair of product (14-30 days)
Next Day Replacement with Standard or Extended Warranty	Delivery next business day	Delivery 2 business days later



BridgeWave recognizes the following holidays: New Year's day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day following Thanksgiving Day and Christmas Day. On these days, BridgeWave will not be able to process RMA's or ship repaired or replacement products.

For all international shipments add an additional day for the products to be picked up by the freight forwarder (shipping company). The customer is responsible for coordinating and paying all freight forwarding, insurance, duties, tariffs and custom fees.

Proxim General Warranty Policy

The following is a general summary of warranties Proxim Wireless Corporation (Proxim) provides for its products. This document itself does not create any warranty rights or obligations. Contractual warranty provisions are contained in Proxim's agreements with its direct customers, who (if distributors or resellers) then typically pass the benefits of the warranties through to their customers. In the event of any inconsistency between the terms of this summary of general warranty policies and contractual warranty provisions, the contractual warranty provisions control.

Scope of Hardware Warranty:

Proxim generally warrants that its broadband wireless hardware products:

- will perform in accordance with the products' specifications,
- are free and clear of any security interest, lien, or encumbrance,
- are free from factory defects in material and workmanship, and
- are manufactured, labeled, and packaged in compliance with any applicable United States federal laws and regulations in effect at the date of delivery of the products to Proxim's customer.

Duration of Hardware Warranty:

The duration of Proxim's warranties for its broadband wireless hardware products is generally **one (1) or two (2) years**, provided that some products have different warranty periods as established by Proxim from time to time such as:

- Cables and Other Accessories: **Thirty (30) days – One (1) year**
- Software: **Ninety (90) days**

The warranty period generally starts on the date of delivery by Proxim to Proxim's direct customer (typically a distributor), but in some situations for shorter - term warranty products (one year or less), the warranty may start from the date of delivery by Proxim's direct customer to the initial purchaser of the products from Proxim's direct customer.

Repair or Replacement of Non-Conforming Product:

When Proxim determines that a returned product does not meet the warranted criteria during the warranty period, Proxim, at its option, will either: (a) repair the defective product; (b) replace the defective product with a new or refurbished product that is at least equivalent to the original; or (c) refund the price paid for the defective product. Generally, products are repaired or replaced within thirty (30) business days of receipt of the product at a Proxim Logistical/Repair Center. The warranty period for repaired or replacement products is ninety (90) days or the remainder of the original warranty period, whichever is longer. These three alternatives constitute the customer's sole and exclusive remedy and Proxim's sole and exclusive liability under warranty provisions.

In-Warranty Repair or Replacement Procedures:

If a direct or indirect customer has a Proxim product which they believe is still in warranty but does not meet the warranted criteria, that person can contact a Proxim Customer Service Center either by telephone or via the Internet. Calls for warranty issues for products that are near the end of their warranty period should be made no later than seven (7) days after expiration of warranty. Contact information is shown below.

- Domestic (United States) calls: 866-674-6626
- International calls: +1(408) 383-7700; 088-916475 (France); 8-800-100-9485 (Russia)

When contacting the Customer Service Center for support, please be prepared to provide the product description and serial number and a description of the problem. The serial number should be on the product.

In the event the Customer Service Center determines that the problem can be corrected with a software update, you may be instructed to download the update from Proxim's web site or, if that's not possible, the update will be sent to you. In the event the Customer Service Center instructs you to return the product to Proxim for repair or replacement, the Customer Service Center will provide you with a Return Material Authorization ("RMA") number and shipping instructions. **No product will be accepted for repair or replacement by Proxim without a RMA number.** The product must be returned to Proxim, properly packaged to prevent damage, shipping and handling charges prepaid, with the RMA number prominently displayed on the outside of the container. If Proxim determines that a returned product is not defective or is not covered by the terms of the warranty, you will be charged a service charge and return shipping charges.

Additional support information can be found at Proxim's web site at <http://my.proxim.com> .

Extended Warranty / Out-of-Warranty:

Repair of products that are out of warranty will be subject to a repair fee. Proxim does offer extended warranties and enhanced service options for its direct and indirect customers who desire those enhanced features. Please contact Proxim Customer Service Center either by telephone or via the Internet if you would like more information about these options.

Software-Specific Provisions:

Proxim generally warrants that its standalone software products will perform substantially in accordance with the applicable Proxim documentation for the software product for a period of ninety (90) days from delivery to Proxim's direct customer.

If Proxim software fails to comply with the warranty set forth above, Proxim will, at its discretion and as the customer's exclusive remedy, (i) make a reasonable effort to cause the software to perform substantially in accordance with the applicable documentation or (ii) return the purchase price. This limited warranty applies only if all copies of the product, together with proof of purchase, are returned to Proxim during the warranty period.

This limited software warranty is VOID if failure of the software is due to modification of the software not made by Proxim or the abuse or misapplication of the software. Proxim does not warrant that any software is error free, that the customer will be able to operate the software without problems or interruptions, or that the software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack.

Warranty Limitations:

Proxim's warranties do not apply to any product (hardware or software) which has (a) been subjected to abuse, misuse, neglect, accident, or mishandling, (b) been opened, repaired, modified, or altered by anyone other than Proxim, (c) been used for or subjected to applications, environments, or physical or electrical stress or conditions other than as intended and recommended by Proxim, (d) been improperly stored, transported, installed, or used, or (e) had its serial number or other identification markings altered or removed.

Warranty Disclaimer:

PROXIM'S SPECIFIC WARRANTIES SUMMARIZED ABOVE ARE THE ONLY WARRANTIES GIVEN BY PROXIM WITH RESPECT TO ITS PRODUCTS (HARDWARE AND SOFTWARE) AND ARE GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY CUSTOM, TRADE USAGE, OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND PROXIM DISCLAIMS ANY AND ALL OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. Without limiting the generality of the foregoing sentence, Proxim makes no warranty representation, either expressed or implied, as to, and disclaims all liability and responsibility for, (a) the operation, compliance, labeling, or packaging of any of its products under the laws of any jurisdiction outside of the United States of America and (b) the regulatory compliance of any products in any jurisdiction in which it has not specifically identified compliance or the use of any product in any jurisdiction in any manner other than as contemplated in the regulatory certifications and approvals for that product in that jurisdiction. To the extent an implied warranty cannot be excluded, such warranty is limited in duration to the warranty period. The disclaimer and exclusion applies even if the express warranty fails of its essential purpose.

General Technical Support:

Proxim's general technical support policy can be found at Proxim's website at <http://proxim.com/support>

1.0 RedCare Standard Warranty, Protection and Bundled Plans

RedCare Standard Warranty, Protection & Bundled Plans offer flexible maintenance services for your field and operations personnel and enable you to selectively tailor the required protection & support plans to meet your operations specific requirements.

1.1 Standard Warranty

All Redline products have a 12-month limited standard warranty included as part of the equipment purchase price. Redline products are warranted to be free from defects in material and workmanship under normal use and service for a period of twelve months following shipment of product.

Standard Warranty provides for repair & return of hardware defects, correctional software (as deemed necessary by Redline) and excludes user induced or environmental damage. Shipping of the defective unit to Redline is the responsibility of the Customer and return shipment of the repaired unit is the responsibility of Redline.

1.2 RedCare Extended Warranty Plan

RedCare Hardware Protection Plan offers continued warranty coverage for repair & return of RDL-3000 hardware defects in one year increments up to a maximum period of four additional years following the Standard Warranty term and can be purchased at the time of product purchase or at any subsequent date provided the product's Standard Warranty is in effect.

Excludes user induced or environmental damage.

1.3 RedCare Bundled Protection Plan

The **RedCare** Bundled Protection Plan is a sound choice for clients who want full product protection and require technical support services from Redline. The **RedCare** Bundled Protection Plan is a bundled plan comprising of 3 key protection & support services; is available in 1 year terms up to 5 years and can be purchased at the time of initial product purchase or any subsequent date provided the product's Standard Warranty is in effect.

The **RedCare** Bundled Protection Plan includes the following:

- Hardware Protection
 - Offers coverage for repair & return of RDL-3000 standard power hardware defects. Excludes user induced or environmental damage.
- Software Protection
 - Offers all software releases (correctional, updates & upgrades) associated with your installed RDL-3000 standard power hardware. With this plan you are provided advanced notification of new features & functionality and the flexibility to choose the right time to install new software to increase the efficiency of your network, achieve



higher performance levels, improve overall network manageability or add new functionality.

- Unlimited Remote TAC Support
 - Provides unlimited remote access to Redline's Technical Assistance Centre (TAC) for support assistance and technical advice to resolve problems.
- On-line Portal Access for Trouble Ticket & RMA Reporting/Tracking
- Management VPN to provide secured remote access for Redline's TAC support technicians.





Standard Warranty Services

Siklu shall provide customer with the warranty services detailed hereunder, for products purchased directly from Siklu by customer for the duration of the warranty period under the definition and conditions of its LIMITED PRODUCT WARRANTY detailed hereunder.

The delivery of support services by Siklu is subject to the payment of applicable service fees and the compliance of customer with the requirements detailed hereunder.

1. Definitions and Scope

1.1 Definitions

For purpose of providing the support services, the following capitalized terms shall have the following meanings:

1. "Business Day" means Monday through Friday, excluding US holidays (for customers in the US&Canada) and Sunday through Thursday, excluding Israeli holidays (for customers in the rest of the world).
2. "Business Hours" means 09:00-18:00, EST local time (GMT -5) of a Business Day (for customers in the US&Canada) and 09:00-18:00, Israel local time (GMT +2) of a Business Day (for customers in the rest of the world).
3. "Customer" means customer who purchases Products or Services from Siklu.
4. "End-Customer" means any third party who purchases Products or Services from Customer.
5. "Documentation" means the technical documentation of Products.
6. "Products" means Siklu's proprietary mmWave radio point-to-point and point-to-multipoint products and all related accessories, Hardware or Software, and Documentation.
7. "Services" means technical services, such as technical support, customer service and warranty services as described hereunder.
8. "Software" means software, computer programs, object code and firmware and the documentation thereof included as part of the Products, including all improvements, corrections, updates, new releases and new versions and any derivatives of such software programs and documentation.
9. "Spare Units" - means those Product and/or spare part units, which are used for the operation and maintenance of the Products at customer's or end-customer's service.

10. "Warranty Period" – means the first twelve (12) months, commencing the date shipment of Products from Siklu to Customer, unless otherwise agreed between the parties.

1.2 Support Tiers Definition and Responsibility

Customer shall provide Tier-1 and Tier-2 Support services for all the Products purchased and to its end-customers and Siklu will provide Tier-3 Support to the customer, according the definitions specified herein.

1. "Tier-1 Support" means receiving first customer report of problem or inquiry by phone, email or web as sole Point Of Contact, including
 - Recording all service calls on CRM system
 - Providing technical support to customer's service calls regarding problems or questions
 - Answering routine questions regarding the products operation and configuration
 - Verifying installation and configuration per Siklu's guidelines and documentation
 - Implementing all SW upgrades and patches
 - Providing on-site support for the products as necessary, including troubleshooting, parts replacement and commissioning
 - Managing and dispatching spare parts to sites
 - Providing installation and commissioning services for the products as necessary
 - Escalating service calls that could not be resolved to Tier-2 Support
2. "Tier-2 Support" means the first level of escalation for Tier-1 Support teams for service calls that could not be resolved. The Tier-2 Support team should have greater and in-depth knowledge and experience with the Products, with greater and more advanced troubleshooting, fault simulation, configuration and planning capabilities.
 - Answering routine questions regarding the products operation, features, configuration, interoperability and planning
 - Performing advance troubleshooting, via remote connection or on site, including loops and configuration changes,
 - Performing in-house fault simulation and configuration verification
 - Providing on-site support for the products as necessary
 - Performing interoperability testing with 3rd party products
 - Responsibility for providing all planning and pre-sales activities with its end-customers
 - Managing acceptance tests and product evaluation tests with its end-customers
 - Providing training and guidance for the products internally and to end-customers
 - Escalate service calls that could not be resolved to Siklu, following Siklu's escalation procedures, criteria and guidelines.

3. "Tier-3 Support" means the support services Siklu will provide the customer for service calls that could not be resolved, following Siklu's escalation procedures, criteria and guidelines.
 - Provide advance troubleshooting and in-depth analysis of faults that could not be resolved by Tier-1 and Tier-Support
 - Working together with the customer on resolving such faults, including remote connection and fault simulation till fault is resolved
 - Provide reasonable support answering customer's inquiries and requests
 - Facilitating together with the customer support procedures and workflows, network configurations and configuration guides

1.3 Customer's Obligations

1. Siklu shall provide customer with Tier-3 support services only. Tier-1 and Tier-2 support will be provided by customer to customer's end-customers.
2. Customer may escalate service call to Siklu's helpdesk providing all Siklu's guidelines and procedures followed.
3. Only trained and certified customer personnel with sufficient knowledge and experience with Siklu products that were certified and approved by Siklu may escalate service call to Siklu.
4. Customer shall purchase and maintain sufficient products as spare parts, required for the immediate maintenance of customer's network.
5. Customer shall purchase and maintain sufficient products, as per Siklu recommendation, dedicated for fault simulation and fault analysis.

2. Support Services Description

2.1 Technical Support Helpdesk

Siklu shall operate technical support helpdesk aimed to respond to service calls.

Customer may submit technical inquiries by email, phone call or web including questions or problem reports to Siklu's helpdesk during business hours, following Siklu's support procedures.

2.2 Software Maintenance

Siklu shall provide its customers with software maintenance updates, including defect correction and patches, upon release.

"Software Maintenance Updates" shall mean routine corrections for reproducible Software errors that Siklu generally incorporates into its Software version updates.

Siklu shall notify the customer about the availability of such software maintenance updates and provide customer with the associated documentation and release information.

SW upgrades, including additional features and functionality will be offered to customers for purchase.

2.3 Technical Updates

Siklu shall provide its customers from time to time with Product documentation updates, to the extent generally made available by Siklu.

Technical updates may include Product's manuals, guides, technical notes, technical alerts and maintenance procedures.

Technical updates shall be made available upon release, in a form of computer file, in English language, available for download from Siklu's partners site.

2.4 Hardware Warranty Repair

Siklu shall maintain hardware repair center to repair defective hardware.

Customer may raise a request for hardware repair, following Siklu's Return Material Authorization (RMA) procedure.

The authorization to return a part for repair will be after technical discussion of the case and only after Siklu's confirmation of the defect.



At Siklu's sole discretion, Siklu shall repair or replace the defective hardware within thirty (30) days from the arrival date of the defective part at Siklu's repair center until shipment of the part from Siklu's repair center.

RMA shipment charges shall be divided between the parties: shipment of the products to Siklu (DDU terms) shall be paid by the customer and shipment of the products to customer (DDU terms) shall be paid by Siklu.

In case no failure was identified by Siklu with the returned product (No Failure Found), the shipment charges of the product back to customer shall be paid by the customer.



3. Limited Product Warranty

Subject to the terms and conditions set forth below and in the distribution/purchase agreement signed between the parties, Siklu warrants to Customer that the Products will substantially conform to the applicable Documentation and will be free from material defects in workmanship under normal use and conditions for a period of twelve (12) months from the date of purchase from Siklu by Customer (the "Warranty Period"). The foregoing Warranty Period may be extended by Customer by additional twelve (12) month periods subject to payment to Siklu of applicable maintenance agreement fees, up to five additional twelve (12) months warranty periods

If during the Warranty Period (or extended warranty period, as applicable), a Product component should fail to comply with the foregoing warranty, Customer's sole remedy and Siklu's sole liability shall be for Siklu to repair or replace such component within 30 days of receipt of the defective Product without charge to Customer, subject to the terms and conditions set forth below.

For the avoidance of doubt, it is clarified that the Products are not authorized for use as critical components or services in life support devices or systems. Life support devices or systems are those which are intended to support or sustain life and whose failure to perform can be reasonably expected to result in a significant injury to the user. Critical components are those whose failure to perform can be reasonably expected to cause failure of a life support device or system or affect its safety or effectiveness.

Conditions of Limited Product Warranty:

1. Customer shall be responsible for administering and submitting all warranty claims to Siklu. Siklu will not process any claims received directly from an end-customer or other third party, and shall not be responsible for any shipping costs other than as set forth herein. Shipment of non-conforming Products under warranty from Customer to Siklu shall be to a place designated by Siklu, at Customer's expense, and repaired or replaced Products shall be shipped by Siklu to Customer at Siklu's expense. Repaired or replaced Products shall be warranted for an additional period of 3 months from delivery to Customer or the remainder of the original Warranty Period, whichever is longer.
2. This Limited Product Warranty shall not apply where (a) the defect is caused by the use of the Product contrary to the Documentation; (b) the defect is caused by negligence, misuse, improper installation, abnormal use, abuse or circumstances beyond Siklu's control, and/or (c) the Product has been modified, altered, opened, or serviced by anyone other than a service person authorized by Siklu.



BridgeWave
COMMUNICATIONS

BridgeWave is in the business of connecting people, places, and things – wirelessly.

It's been our mission since our founding in 1999, and it remains such today. Our legacy of creating highly-reliable, cost-effective, high capacity wireless solutions that deliver on their promises is the foundation of our reputation as a leader in this market. We value the relationships we have formed throughout the world with partners and customers who trust us with their businesses and their networks.

In 2014, BridgeWave was acquired by REMEC Broadband Wireless Networks, a leading OEM that has shipped more than 1M microwave and millimeter wave radios over the last 12 years, and with whom BridgeWave already had a close partnership. (The REMEC business also includes [SAGE/Satcom](#), a business arm that serves the satellite communications market.) Following the acquisition, REMEC strengthened BridgeWave by investing in new engineering and marketing teams, and energizing sales and operations.

Then in 2015, REMEC was approached to join the Moseley Associates group of companies. This gave REMEC – and BridgeWave – access to Moseley's groundbreaking proprietary RF and other wireless technologies, enabling the company to eliminate dependence on third-party, off-the-shelf chipsets and deliver new products unmatched in the market.

Today, strengthened by the relationships with Moseley and REMEC, BridgeWave continues to serve mobile, carrier, service provider, enterprise, and government customers. Our millimeter wave and microwave systems offer high performance, lower costs, ease of operation, and security offering a superior alternative to fiber-based solutions.

Leadership

At BridgeWave, we are leading the way to architect wireless backhaul networks for the 21st century. Our executive team is driven by innovation and supported by a team of dedicated and highly experienced professionals who hold their performance to the highest standards. Together, we are committed to deliver the best in wireless solutions to our customers and partners throughout the world.

JAMAL HAMDANI

17034 Camino San Bernardo, San Diego CA 92127 USA
(858) 312-6900
www.bridgewave.com

CEO

Moseley Associates and subsidiaries

Jamal Hamdani is the CEO of Moseley Associates and all of its subsidiaries including REMEC Broadband Wireless Networks and its dba BridgeWave Communications. Prior to acquiring Moseley in a management buyout in 1992, Mr. Hamdani held various management positions with General Research Corporation, the BBC, and Philips Research Laboratories. Mr. Hamdani became CEO of Moseley in 1996, after which he focused the company on growth as well as breadth. Over the last decade, his leadership resulted in the companies' delivering revenues in excess of \$1 billion and produced incomes to shareholders prior to taxes in excess of \$350 million. Mr. Hamdani was a pioneer in Digital Signal Processing and spent five years in Africa as a consultant designing and installing telecommunication networks. After twice being honored as a finalist for the Ernst & Young Entrepreneur of the Year™ award for technology, he won the award in 2002.

He received his Bachelor of Science degree in Electrical Engineering from ABU Nigeria and his Master of Science in Electrical Engineering from Netherlands University. In addition, he attended the AEA Executive Management Program at Stanford. Mr. Hamdani is passionate in creating a world in which everyone gives to others what they want for themselves. He is actively involved in various charitable causes around the world.

DAVE NEWMAN

President

REMEC Broadband Wireless Networks (RBWN), dba BridgeWave Communications and SAGE/Satcom

Dave Newman has over 26 years of experience in the microwave radio industry including roles in executive management, operations, product management, business development, and marketing. Formerly the chief executive officer of REMEC Broadband Wireless (RBW), Mr. Newman became President of RBWN after the company's acquisition by Moseley in 2015. Mr. Newman was also a founding member of Innova Corporation in which he held several key roles as it grew from start-up to a successful IPO prior to its acquisition in 1998 by Digital Microwave Corporation (DMC). After the acquisition, Mr. Newman ultimately served as Vice President of Business Operations for DMC. Mr. Newman holds a BS degree in Aerospace Engineering from the University of Colorado, Boulder, and a MS degree in International Business from the Thunderbird School of Global Management.

BEHZAD ZIAI

Senior Vice President, Engineering

REMEC Broadband Wireless Networks (RBWN), dba BridgeWave Communications and SAGE/Satcom

17034 Camino San Bernardo, San Diego CA 92127 USA

(858) 312-6900

www.bridgewave.com

Mr. Ziai brings over 30 years of experience in the design and development of wireless products including microwave/mm-wave point-to-point, point-to-multi point radios, VSAT terminals, transceivers, PAs, LNAs, synthesizers and MMICs. As an engineering management executive, Mr. Ziai leads technical teams to design and manufacture innovative technology solutions that are modular, scalable, and reliable. Prior to his 20 years at REMEC, he was the Director of Engineering at RF Microsystems, and previously held various senior design positions at General Dynamics, Loral, and Wavetek. He has been awarded three patents in microwave sensing and point-to-point wireless communication. He holds a M.S. and B.S. in Electrical Engineering from San Diego State University, and Engineering Management certificate from University of California, San Diego.

JON OPALSKI

Senior Vice President, Operations

REMEC Broadband Wireless Networks (RBWN), dba BridgeWave Communications, and SAGE/Satcom

Mr. Opalski has over 25 years of experience in engineering, business development, corporate development, and operational/general management. He was a founding member of REMEC's commercial business unit in 1996 and formerly served as the company's chief operating officer. Following the acquisition of REMEC by Moseley in 2015, Mr. Opalski became Senior Vice President of Operations of REMEC Broadband Wireless Networks (RBWN). Mr. Opalski holds a BS in Electrical Engineering from MIT.

SANJAY NAGPAL

Senior Vice President, Global Sales & Marketing

REMEC Broadband Wireless Networks (RBWN), dba BridgeWave Communications and SAGE/Satcom

Sanjay Nagpal has held sales and marketing leadership positions in the wireless industry for more than 20 years, and currently serves as senior vice president of global sales, marketing, and customer support for REMEC Broadband Wireless Networks, BridgeWave Communications, and SAGE/Satcom. Prior to joining REMEC, Sanjay held executive leadership positions at other leading wireless manufacturers including Motorola and Axxcelera. Sanjay holds an MSEE from Virginia Polytechnic Institute and State University, and an MBA from the University of Chicago Booth School of Business.

PAMELA VALENTINE

Vice President, Marketing

REMEC Broadband Wireless Networks (RBWN), dba BridgeWave Communications and SAGE/Satcom

Pamela Valentine has over 25 years of corporate and channel marketing experience with high technology companies from startups to global corporations. Prior to joining REMEC/BridgeWave, she was vice president of outbound and channel marketing at Exalt Communications, where her efforts were responsible for establishing Exalt as a leading global brand in microwave. Before Exalt, she held senior management positions at Firetide, Proxim Wireless, Apple Computer, and 3Com Corporation, and was the CEO of MktFX, a marketing consulting agency with a large roster of high technology clients including Cisco, Sun, and IBM.

Current Products (as of November 1, 2017)

- Microwave
 - [NAVIGATOR](#)
- Millimeter Wave
 - **60GHz**
 - [BW64](#)
 - **80GHz**
 - [Flex4G-10000](#)
 - [Flex4G-5000](#)
 - [Flex4G-3000](#)
 - [Flex4G-LITE](#)
 - [Flex4G-1000](#)



About GE

GE (NYSE: [GE](#)) is the world's Digital Industrial Company, transforming industry with software-defined machines and solutions that are connected, responsive and predictive. GE is organized around a global exchange of knowledge, the "GE Store," through which each business shares and accesses the same technology, markets, structure and intellect. Each invention further fuels innovation and application across our industrial sectors. With people, services, technology and scale, GE delivers better outcomes for customers by speaking the language of industry. www.ge.com

About GE Energy Connections

GE Energy Connections designs and deploys industry-leading technologies that turn the world on. We transport, convert, automate and optimize energy to ensure we provide safe, efficient and reliable electrical power. Uniting all the resources and scale of the world's first digital industrial company, we connect brilliant machines, grids, and systems to power utility, oil and gas, marine, mining and renewables customers, that keep our world running. www.GEEnergyConnections.com

About GE's Grid Solutions

Grid Solutions, a GE and Alstom joint venture, equips 90% of power utilities worldwide to bring power from the point of generation to end power consumers. With over 200 years combined experience in providing advanced energy solutions, our products and services enable more resilient, efficient and reliable power systems. Over 20,000 employees in 80 countries work to satisfy our customers globally. For more information, visit www.GEGridSolutions.com

Follow GE's Grid Solution business on [Twitter](#), [LinkedIn](#) and on [YouTube](#)

###

GE Contacts

Julie Khoo
Media Relations
GE's Grid Solutions
+33-6-98-86-83-04
Grid.MediaRelations@ge.com



2017

Proxim Wireless Corporate Brochure

Performance Matters. Proxim Delivers.

Company Profile

Proxim Wireless: Performance Matters. Proxim Delivers.

Proxim Wireless is a pioneer and global leader in advanced Wi-Fi, point to point, and point to multipoint outdoor wireless systems that are purpose built for mission critical and high availability communications. With over 30 years of wireless experience, Proxim is recognized for its unparalleled reliability, superior performance and drive for innovation.

Products and Markets

Marketed under the ORiNOCO® and Tsunami® brands, Proxim provides a comprehensive product line for a wide variety of market segments including enterprises, service providers, carriers, governments and municipalities, Wi-Fi Operators/Hot spot Operators and other organizations that need high performance, secure scalable wireless solutions.

Go to Market

Proxim serves customers through a global network of distributors, value-added resellers, system integrators and original equipment manufacturers. Our strong internal sales force also engages in direct-touch, consultative selling with major customers regardless of whether fulfillment is direct or via a channel partner. Our experienced system engineering team is available to provide professional services to both our channel partners and end customers.

Company Information

Founded	1982	Customers	Over 250,000 worldwide
Headquarters	Fremont, California (USA)	Deployments	2,500,000+ devices shipped in over 90 countries
Products	Point to Point, Point to Multipoint, Access points, USB Wireless Dongles	Presence	Offices in over 15 countries Partner network in 105 countries
President / CEO	Greg Marzullo	Employees	120

Awards & Reviews



Global Wireless Base Stations
New Product Innovation
by **Frost & Sullivan**



Best Mobile Wireless Broadband
Video Surveillance Solution
by **GSN 2013 Border Security**



Best Security Solution for
Government
by **Network Products Guide**



Mission Statement

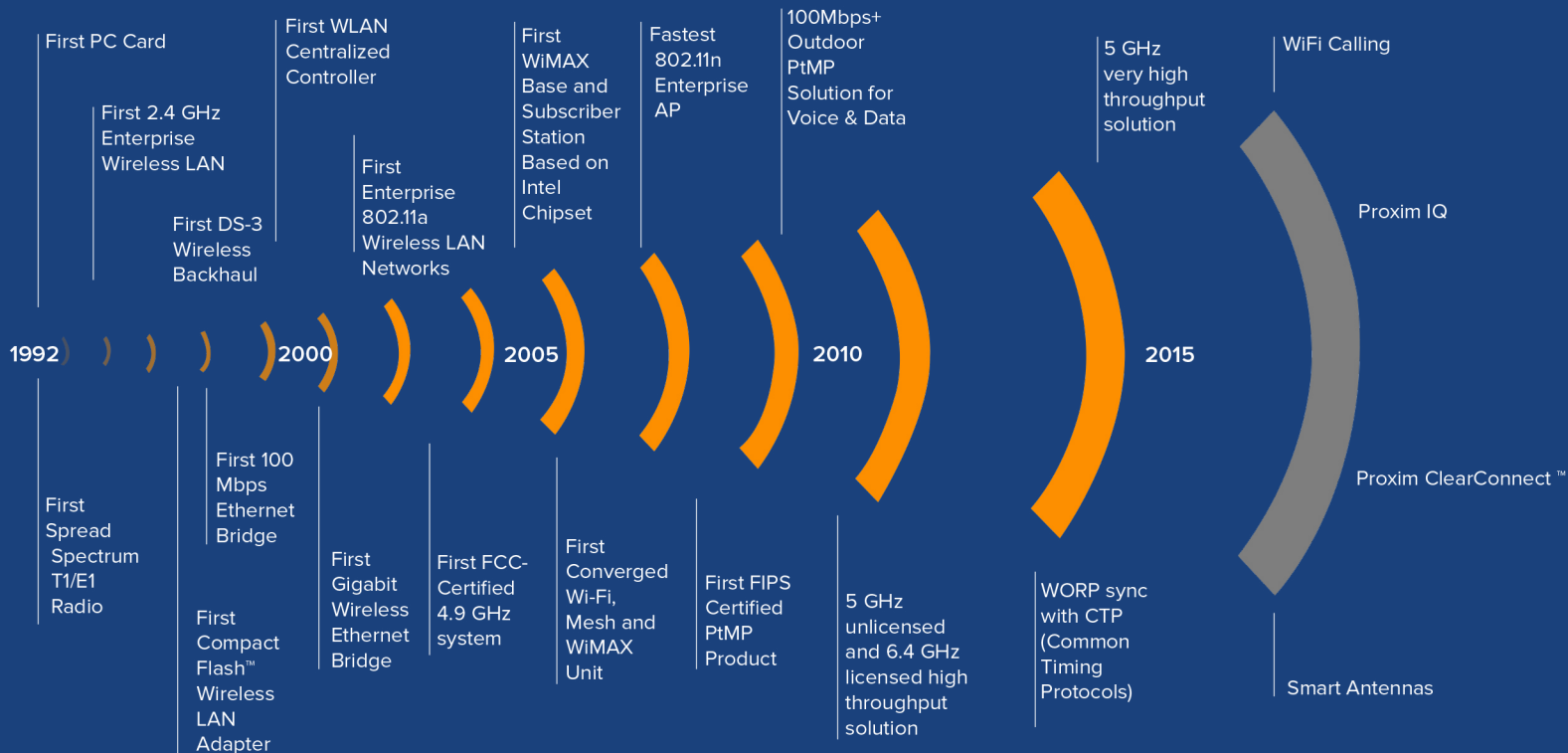
To be the leading supplier of wireless solutions for Video Surveillance, Intelligent Transport and other mission critical applications where performance and reliability are key requirements. To be a leading innovator in the area of wireless technology development and mobility support in the applications listed above

Key Applications

- Transportation
- Video Surveillance
- Mobility
- Wi-Fi Offload
- Backhaul
- Wireless Broadband / ISP
- Government
- Carrier Wi-Fi
- Retail Wi-Fi
- Enterprises WLAN



Innovation at the Heart of Proxim



Trusted by Thousands of Customers Worldwide

“Proxim’s product proved itself, testifying to its high performance and extended coverage. We wanted to get the best data rate we could to give us flexibilities in the future and Proxim delivered that”

– *Ho Nguyen, Project Manager for the City of San José.*

“The new network has increased department’s productivity as well as their visibility in the city. Officers can obtain any sought of information spanning from license plate information to real-time feeds of illegal smuggling, drug and arms trafficking happening in the city.”

– *Police Department, City of Iguacu.*

“We have been using Proxim’s Wi-Fi access points as the technology of choice for all of our indoor and outdoor Wi-Fi hotspots for the last three years based on superior performance and value when compared to the competition. As we continue to expand our network to new locations and to support more services, we are happy to expand our partnership with Proxim.”

– *Thijs Gunter, Manager Technology, Wholesale Operations, KPN HotSpots B.V.*

Since the migration over to the Vale Wireless WAN there has been a huge improvement in both Internet connection speeds and network speeds. The speed improvements have made all school internet applications run a lot faster and both teachers and students have commented that browsing the internet is a lot faster and more consistent.”

– *St Cyres School.*

“When we were evaluating technologies that could overcome the existing problems and deliver a higher quality and higher speed service to our members in a cost-effective manner, it became clear that Proxim’s wireless broadband systems were the optimal solution”

– *Daniel Heery, Project Manager for Cybermoor.*

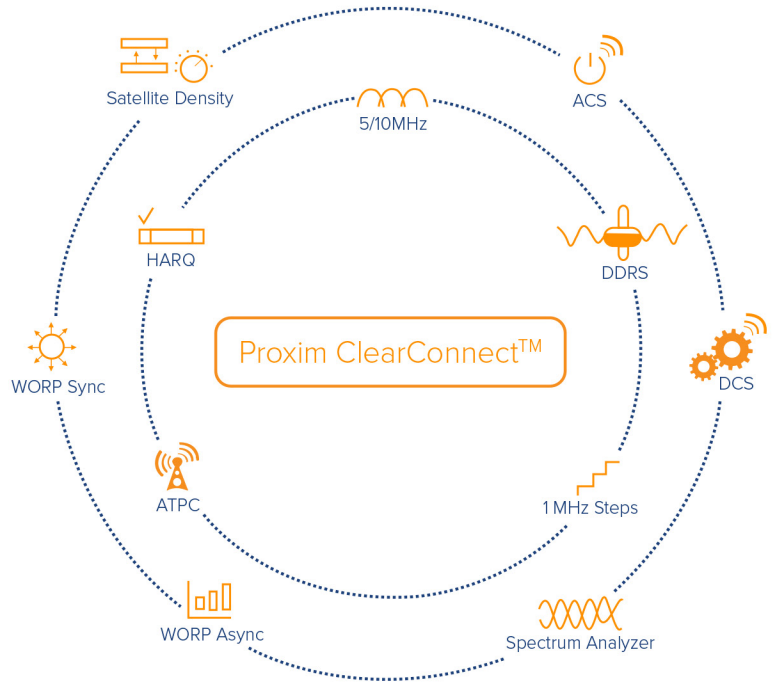
“The biggest reason for selecting Proxim’s wireless solution was the security and seamless roaming feature. Proxim reliably connects the entire set of applications including many mission critical ones across the distributed sites, while at the same time provides “on the move” internet access to approximately 700 passengers daily.”

– *José Luis López Jiménez - Director of Systems at Metro Ligero Oeste.*

Key Technologies

Proxim ClearConnect™

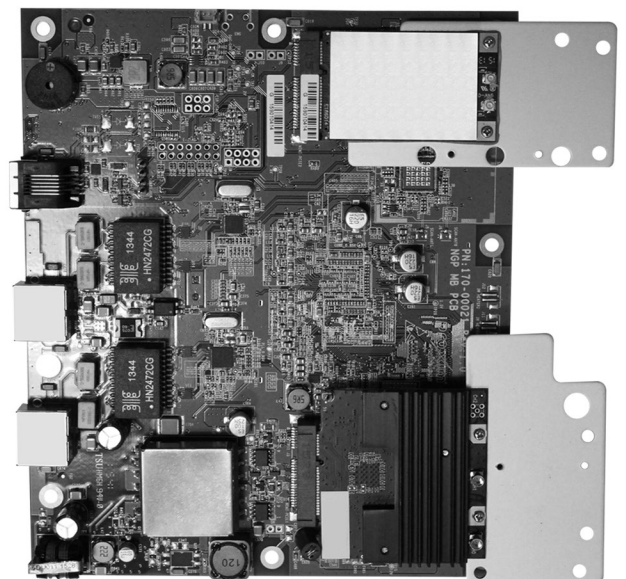
Helps ensure Tsunami® radios perform even in the most RF hostile conditions where other standard wireless technologies simply fail to perform. It offers a host of adaptive features including Dynamic Channel Selection, Satellite Density, Beam Steering and many more to ensure high spectrum efficiency with minimal error rates.



WOPR®

Proxim has invested over ten years of continuous development and wireless expertise to create a proprietary Wireless Outdoor Routing Protocol known as WOPR®. WOPR® is a reliable, secure and efficient protocol that guarantees delivery and optimal performance with Quality of Service controls to prioritize traffic, supporting quad play applications such as mobility, video surveillance, VOIP and other delay sensitive multimedia applications. WOPR® also helps ISPs to control bandwidth and differentiate service offerings. [Learn more](#) about the WOPR® advantage here.

Every Tsunami® is engineered using high grade components, to offer an unparalleled reliability of >250,000 hours MTBF. Put in other words, 30 years of worry free system availability, fewer failures, and fewer support calls.





CRITICAL

INFRASTRUCTURE

CONNECTIVITY

CONNECT **ANYWHERE** FOR **ANY** APPLICATION

POWERFUL. VERSATILE. RELIABLE.

redline[®]
communications

CONNECT ANYWHERE FOR ANY APPLICATION

Redline outdoor wireless networks provide your critical infrastructure connectivity for any application in any environment.



■ PUBLIC SAFETY

Municipal Video Surveillance

- Clear images, smooth PTZ and video analytics
- Highest number of HD video cameras per link
- Small footprint installs on street furniture/buildings
- Low power suitable for solar applications



■ BUSINESS ACCESS

Premium Access and Trunking

- Tiered differentiated high margin services
- Pay-as-you-grow speeds and features
- Fast deployment to add new sites
- Comprehensive tracking of active customer SLAs



■ UTILITIES

Telemetry, Telecontrol and Automation

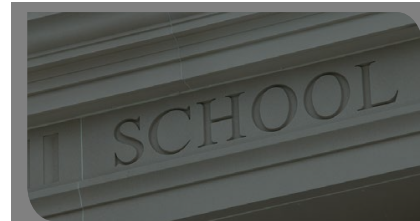
- Site uplink/downlink TCP/IP starting at 2 Mbps
- Connect in real-time to site Ethernet and serial bus devices
- Flexible all-outdoor and split outdoor/in-cabinet architecture
- Kits include everything needed for installation



■ PORT AUTHORITY

Visual Management and Access Control

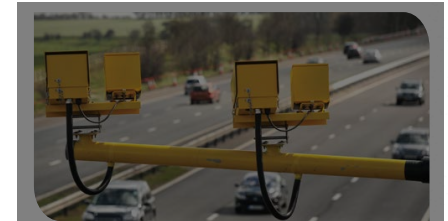
- Clear images, smooth PTZ and video analytics
- Highest number of HD video cameras per link
- Long distance point-to-multipoint connections
- Low power suitable for solar deployments



■ EDUCATION

Access Rural Locations

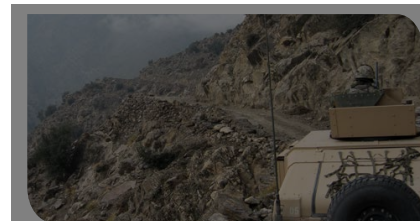
- High speed access to remote and isolated locations
- Video conferencing and interactive distance-learning
- No recurring leased-line and satellite costs
- Extendable to other remote locations (multi-hop)



■ TRANSPORTATION

Intelligent Transportation Systems

- Sharp images for viewing and analytics
- Long range and non line of sight deployments
- Small footprint and low power suitable for solar deployments
- Durable all-weather enclosure



■ MILITARY

Secure High Speed Wireless Transport


- FIPS 140-2 certified platform
- High capacity backbone point-to-point links
- Ad hoc point-to-multipoint networks
- Portable nomadic access up to 18 miles



■ MINING

Full Site Integration

- Voice, video and data services to remote and isolated sites
- Site-wide fully integrated monitoring and safety systems
- Real-time access to large off-site geological databases
- Auto-acquire portable network access for temporary offices and service vehicles

Wirelessly connect your critical applications with the Redline RDL-3000 family of outdoor wireless base stations, fixed subscribers/data terminals and portable auto-acquire terminals that operate from UHF/Whitespaces to 6 GHz. 



THE REDLINE ADVANTAGE

Total Wireless Network Solution

RDL-3000 software-defined wireless systems are highly adaptable to meet your unique operating, deployment, and budgeting requirements. Purchase only essential features and speeds to start and upgrade over-the-air using software keys.

Application Transparency

Redline enables all networks to be wireless even under very challenging conditions. These extremely reliable network systems, with scalable performance and superior cyber and physical security, provide flexibility not available with fiber.

Superior Range, Capacity and Reliability

Superior range and performance reduce the required number of primary transmitters while providing increased flexibility at remote deployment sites.

Take Your Solution Everywhere

With Redline's patented Universal Wireless Technology™ (UWT™) you can take your proven Redline wireless network solution and replicate it in other regions and other countries using locally allowed frequency bands from UHF to 6 GHz.

Expert Service and Advice

Better network performance equates to lower operating costs and accelerated ROI. Redline is ready to assist with the tasks of designing, building, and optimizing your Redline wireless network.

ABOUT REDLINE COMMUNICATIONS

Redline Communications (www.rdlcom.com) is the creator of powerful wide-area wireless networks for the world's most challenging applications and locations. Used by oil and gas companies, militaries, municipalities and telecom service providers, Redline's powerful and versatile networks securely and reliably deliver M2M, voice, data and video communications.



Company Profile

**Transforming Wireless Connectivity
with Millimeter Waves**



Our Revolution in Ultra High Capacity Wireless

Millimeter wave frequencies were the Antarctica of telecoms before Siklu – very few went there and those who did paid a lot for it. Then we invented our all-silicon radio and started a revolution: prices were sliced by 90% and more, devices shrunk in size, performance skyrocketed – and a market was born.

Our Gigabit throughput E-band (70/80 Ghz) and V-band (60 Ghz) radios are the market's most cost-effective solutions for short-range wireless ultra-high capacity point-to-point links. Based on more than 30 patents, they include the first SiGe E-band chip and other unique achievements.

Best-Selling Millimeter Wave Radios

We've already sold thousands of radios worldwide to service providers, mobile operators, wireless security network operators, enterprises and governments. And with 30% market share, we firmly lead the millimeter wave radio market. Top operators have tested our radios rigorously, and they are now deployed in all climates, working smoothly even through monsoons and hurricanes.

When, who, where

Founded in 2008 by a team of wireless veterans experienced in consumer electronics, with the vision of using all-silicon technology advances from the consumer electronics industry to transform high capacity networks. They used cutting edge technology to reduce cost and increase reliability of carrier grade wireless connectivity. Privately held, Siklu is backed by leading investment funds and private investors, including Argonaut Private Equity, Evergreen Venture Partners, DFJ Tamir Fishman, Amity Ventures, Tamares Capital and a strategic investment by Qualcomm Ventures.

We're based near Tel Aviv, Israel.

5 Reasons to Contact Siklu:

1. Future-proof high capacity Gigabit solution
2. Proven millimeter wave solution with thousands of links deployed
3. Carrier class performance and carrier ready ROI
4. Operating over the interference-free and uncongested 60/70/80 GHz bands
5. Industry's smallest, lightest equipment



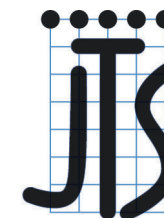
hello@siklu.com
www.siklu.com

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

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

GOVERNMENT

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



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

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



CONTACT JTS

SALES
Toll Free: (800) 327-1423 x140
Local: (972) 620-1435 x140
sales@jts.net

TECHNICAL SUPPORT
Toll Free: (800) 327-1423 x130
Local: (972) 620-1435 x130
servicecall@jts.net

Fax: (972) 247-5023

5310 S. Cockrell Hill Road
Dallas, TX 75236

www.jts.net





Wireless Services

This is what we do best.

Here are just a few of our wireless networking services:

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

Site Survey & Design Services

*Not sure if your networks are working correctly?
Need a network design and don't know where to start?*

We offer comprehensive site survey and design services including:

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

Tower Construction

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

We can handle:

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

Portable Rental Towers

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

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

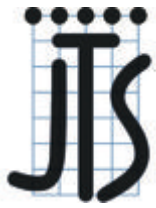
Project Management

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

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

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





Client: City of Denton
Denton, TX

Project

Project Summary

(2005 - Present): JTS has designed, installed, and provides ongoing maintenance for City of Denton owned municipal water facilities, including licensed and unlicensed microwave links.

JTS has also installed self-supporting towers and cabling infrastructure for the City of Denton.

Contact:

Kathy Gault

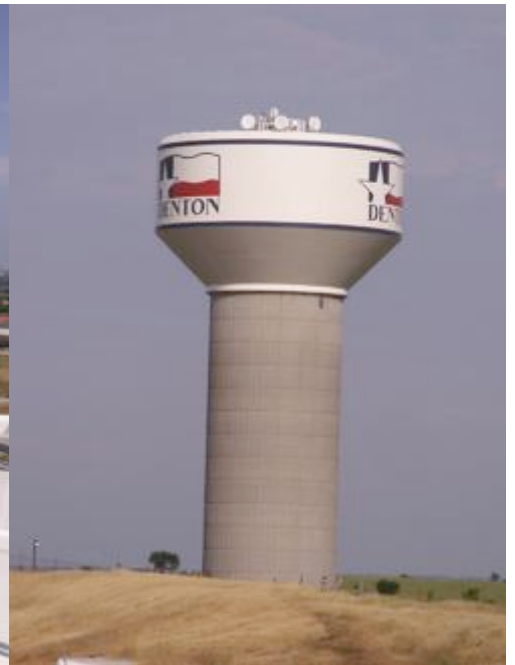
SCADA/Regulatory Coordinator

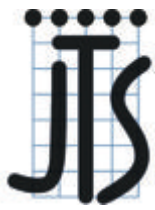
1701 B Spencer Road

Denton, TX 76205

Phone: 940-349-7525

Email: kathy.gault@cityofdenton.com





Client: City of Houston
Houston, TX

Project

Project Summary

(September 2009 - Present):

JTS has provided installation, maintenance, and support services for the City of Houston. The equipment installed and supported during this timeframe includes both licensed and unlicensed microwave equipment from Ceragon Networks and other vendors.

JTS has been an integral part in the design and build of a licensed microwave ring and spur system to support the City's Public Works infrastructure, as well as tower construction projects.

Contact:

Rodney Johnston

Public Works Engineer

611 Walker RA 327

Houston, TX 77002

Phone: 936-674-8111

Email: rodney.johnston@houstontx.gov





**Client: Lea County Electric
Cooperative**
Lovington, NM

Project

Project Summary

(Completion Scheduled January 2014) :

JTS has designed and has under construction a new wireless backhaul network for Lea County Electrical Cooperative Inc. in Lea County, New Mexico.

The project includes the construction of nine 195' self-supporting towers, 24 monopoles, 12 licensed microwave links in a fault tolerant ring and 24 licensed spur links to interconnect all substations and switches.

JTS is also handling network engineering and installation of the layer 3 network needed for data transport.

Contact:

Sean Guthrie

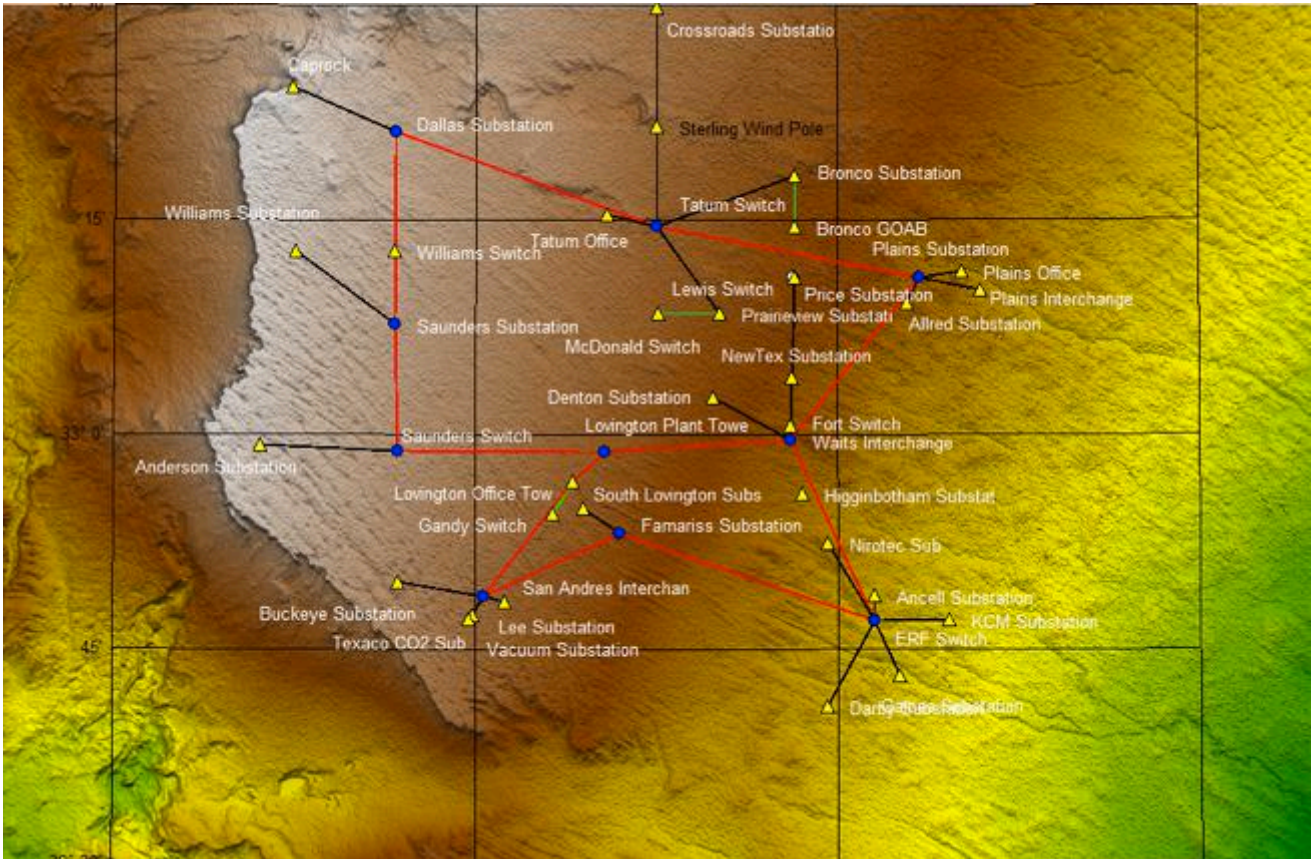
Network Administrator

1300 W. Avenue D

Lovington, NM 88260

Office: 575-396-9605

Email: sguthrie@lccenet.com





**Client: Educational Service
Center (ESC) Region VI
Huntsville, TX**

Project Summary

(January 2012 - Present): (Additional phases underway)

JTS designed, installed and provides ongoing maintenance for a turn-key high speed licensed microwave ring across 9 school districts within ESC Region VI, to facilitate BVCNet, an education outreach by Texas A&M

The network spanned across Walker, Grimes, Washington, Burleson, Milam, and Robertson counties.

Included in this project was the construction of self-supporting towers and deployment of WiMAX networks for the various school districts.

Contact:

Robert Wyatt

Network Systems Manager

3332 Montgomery Road

Huntsville, TX 77340

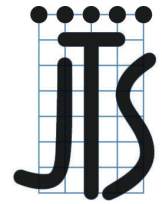
Phone: 936-435-8276

Email: rwyatt@esc6.net





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

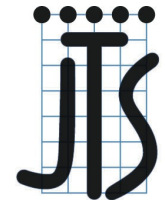
Jim started JTS in 1988 and incorporated JTS in 1995. JTS is a system integrator which provides services such as customer needs analysis, design, engineering, procurement, construction and maintenance services. Special expertise in IP convergence involving video surveillance, VOIP, ROIP, building automation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

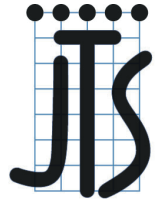
- Designed and installed a licensed microwave ring for Ector County consisting of 4 major licensed links and 9 unlicensed links. Construction of 2 self support towers for microwave line of site.
- Lea County Electrical Cooperative Wireless Network - Design and Installation of new wireless backhaul for 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

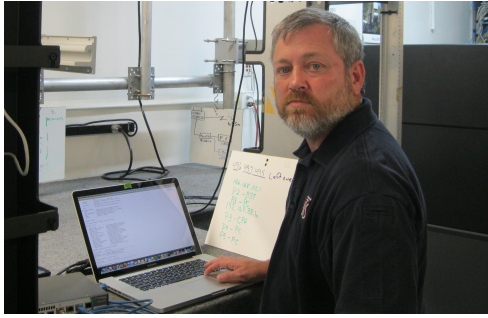
- Bachelors Degree in Business Management, University of Texas at Tyler, 2007

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.

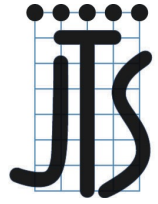
After nearly 15 years of military duty in the communications field he joined Northern Telecom/BNR in the wireless division. Thomas started as a GSM Technical Support Engineer and became the Department manager after six months. He was selected to the Asia Pacific Wireless Technical Support group and home 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)

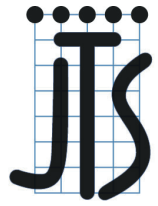
Experience

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)