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Purchase Order

Reports

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## Vendor Contract Information

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None Selected

#### Price Range

Show all prices

#### Category

None Selected

#### Contract

None selected

**Vendor Name:** Johnston Technical Services, Inc. (JTS)**Address:** 5310 S. Cockrell Hill Road  
Dallas, TX 75236**Phone Number:** (972) 620-1435**Extension:** 125**Email:** kyle.fuller@jts.net**Website:** <http://www.jts.net>**Federal ID:** 75-2621300**Contact:** Kyle Fuller**Accepts RFQs:** Yes**Minority Owned:** No**Women Owned:** No**Service-Disabled Veteran Owned:** No**EDGAR Forms Received:** Yes**No Israel Boycott Certificate:** Yes**No Excluded Foreign Terrorist Orgs:** Yes**Contract Name:** Technology Equipment, Products, Services and Software**Contract#:** 579-19**Effective Date:** 01/01/2019**Expiration Date:** 12/31/2021**Payment Terms:** Net 30 days**Delivery Days:** 60**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Quote Reference Number:** 579-19**Return Policy:** Warranty

### Additional Resources

### Contract Documents

**EDGAR Notice:** [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

October 24, 2018

Welcome to BuyBoard!

**Re:** Notice of The Local Government Purchasing Cooperative Award

**Proposal Name and Number:** Technology Equipment, Products, Services and Software,  
Proposal No. 579-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 1/1/2019 through 12/31/2019, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 579-19 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas  
Department Director, Cooperative Procurement

v.6.5



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,  
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

November 13, 2018

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Piggy-Back Award*

**Proposal Name and Number:** Technology Equipment, Products, Services, and Software, Proposal No. 579-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 1/1/2019 through 12/31/2019, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to [info@buyboard.com](mailto:info@buyboard.com) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas  
Department Director, Cooperative Procurement  
v.6.5



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## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Technology Equipment, Products,  
Services and Software

**Proposal Due Date/Opening Date and Time:**  
May 17, 2018 at 4:00 PM

**Proposal Number:** 579-19

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** January 1, 2019 through  
December 31, 2020 with two (2) possible one-year  
renewals.

**Anticipated Cooperative Board Meeting Date:**  
October 2018

JTS

5/04/2018

Name of Proposing Company

Date

5310 S. Cockrell Hill Road  
Street Address

  
Signature of Authorized Company Official

Dallas, TX 75236  
City, State, Zip

Kim Sheffler  
Printed Name of Authorized Company Official

972-620-1435 x.133  
Telephone Number of Authorized Company Official

President  
Position or Title of Authorized Company Official

972-247-5023  
Fax Number of Authorized Company Official

752621300  
Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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## **VENDOR CONTACT INFORMATION**

Company: JTS

Vendor Contact Name and Mailing Address for Notices: Kyle Fuller

Company Website: WWW.JTS.NET

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

☒ I will use the **INTERNET** to receive purchase orders.  
E-mail Address: kyle.fuller@jts.net  
Internet Contact: Kyle Fuller Phone: 972-620-1435 x.125  
Alternate E-mail Address: sales@jts.net  
Alternate Internet Contact: John Thompson Phone: 972-620-1435 x.138

☐ I will receive purchase orders via **FAX**.  
Fax Number: \_\_\_\_\_  
Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

☐ Purchase orders may be received by any Designated Dealer identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: rfq@jts.net  
Alternate E-mail Address: kyle.fuller@jts.net



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**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

**Mailing address:** 5310 S. Cockrell Hill Road **Department:** Accounting  
Dallas TX 75236

**City:** Dallas **State:** TX **Zip Code:** 75236

**Contact Name:** Kim Sheffler **Phone:** 972-620-1435 x.133

**Fax:** 972-247-5023 **E-mail Address:** accounting@jts.net

**Alternative E-mail Address:** kim.sheffler@jts.net

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent\*\*:

**Mailing address:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Alternative E-mail Address:** \_\_\_\_\_

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.\*\*

**\*\* If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** 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 has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "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."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☒ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

JTS

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Kim Sheffler

\_\_\_\_\_  
Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

JTS

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Kim Sheffler

\_\_\_\_\_  
Printed Name





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## **RESIDENT / NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

\_\_\_\_\_  
Company Name Address

\_\_\_\_\_  
City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
JTS

Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Kim Sheffler

Printed Name



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## **NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, a Texas 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. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

\_\_\_\_\_  
JTS  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Kim Sheffler  
Printed Name

## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

\_\_\_\_\_  
JTS  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Kim Sheffler  
Printed Name



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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

\_\_\_\_\_

**Name of Certifying Agency:**

\_\_\_\_\_

☒ My company has **NOT** been certified as a HUB.

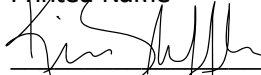
By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

JTS

\_\_\_\_\_  
Company Name

Kim Sheffler

\_\_\_\_\_  
Printed Name



\_\_\_\_\_  
Signature of Authorized Company Official



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## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

JTS

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

Kim Sheffler

\_\_\_\_\_  
Printed Name

5/04/2018

\_\_\_\_\_  
Date



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## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 5 to 60 ARO (depends on product line)

4. Vendor Reference/Quote Number: N/A

5. State your return policy: JTS warrants its workmanship for a period of one calendar year. All equipment warranties and return policies are pass-through from their respective OEMs.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

JTS  
Company Name  
  
Signature of Authorized Company Official

Kim Sheffler  
Printed Name

## Hardware Warranty

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

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

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

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

## Caution



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

Contact Cambium for service and repair instructions.

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

# Ceragon Warranty and Advanced Replacement Services

## Standard Warranty


Ceragon's Standard Warranty is as follows:

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

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

### LIMITATION ON WARRANTIES

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



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

### **Extended Warranty**

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

### **24 Hour Emergency Advanced Replacement Service**

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



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

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

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

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

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

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

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

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

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

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

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

# Warranty Statement:

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

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

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

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

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

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

### **JTS WARRANTY STATEMENT**

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

# WARRANTY INFORMATION

## Radio Waves Incorporated

### Five Year Warranty for Microwave Antennas

Notwithstanding different warranty provisions stated in Radio Waves Incorporated Standard Terms and Conditions, the warranty applicable to Radio Waves-manufactured microwave antennas shall be as follows:

Seller warrants that any Radio Waves microwave antenna is transferred rightfully and with good title; that it is free from any lawful security interest or other lien or encumbrance unknown to Customer; and that for a period of sixty (60) months from the date of shipment from Radio Waves factory, such equipment will be free from defects in material and workmanship which arise under proper and normal use and service. Customer's exclusive remedy hereunder is limited to Seller's correction (either at its plant or at such other places as may be agreed upon between Seller and Customer) of any such defects by repair or replacement at no cost to the Customer provided that the cost of any transportation in connection with the return of the equipment for the purpose of repair or replacement shall be borne by Customer. The provisions of this warranty shall be applicable with respect to any equipment, which Seller repairs or replaces pursuant to it. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN AS IS SPECIFICALLY STATED ABOVE. EXPRESSLY EXCLUDED ARE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. THE FOREGOING SHALL CONSTITUTE ALL OF SELLERS LIABILITY (EXCEPT AS TO PATENT INFRINGEMENT) WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INSTALLATION COSTS, LOST REVENUE OR PROFITS, OR ANY OTHER COSTS OF ANY NATURE AS A RESULT OF THE USE OF EQUIPMENT MANUFACTURED BY THE SELLER, WHETHER USED IN ACCORDANCE WITH INSTRUCTIONS OR NOT. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY TO CUSTOMER EXCEED THE ACTUAL SALES PRICE OF THE EQUIPMENT PROVIDED HEREUNDER. No representative is authorized to assume for Seller any other liability in connection with the equipment.



## The Best Warranty in the Industry!



## **LIMITED WARRANTY**

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

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

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

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

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

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

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

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

# RedCare Services Guide

Warranty, Protection and Support Services

January 2018

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# Table of Contents

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- Overview .....2
- 1.0 RedCare Standard Warranty, Protection and Bundled Plans .....3
  - 1.1 Standard Warranty ..... 3
  - 1.2 RedCare Extended Warranty Plan ..... 3
  - 1.3 RedCare Bundled Protection Plan ..... 3
- 2.0 General Terms and Processes.....5
  - 2.1 General Terms ..... 5
  - 2.2 RMA Process..... 5
    - 2.2.1 Return Material Authorization for Replacement of Defective Units ..... 5
    - 2.2.2 RMA Shipping Costs and Disbursements ..... 6
    - 2.2.3 No Defect Found Charges..... 6
  - 2.3 Out-of-Warranty Repair Service..... 6





## Overview

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This document provides an overview of Redline's **RedCare Program** (Warranty, Protection and Support Services) offered by Redline Communications Inc.

**RedCare**, the Redline branded Post-Sales Protection and Support program, offers a selection of protection and technical support services designed to safeguard service continuity for Redline solutions and provide you peace of mind by keeping your Redline products at optimal performance.

**RedCare** improves productivity, decreases downtime, maintains product peak performance, extends product lifetime, lowers cost of ownership and provides convenient access to Redline technical support and services.



# 1.0 RedCare Standard Warranty, Protection and Bundled Plans

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**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 and 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. Shipment of defective unit to Redline is the responsibility of the Customer and return shipment of repaired unit is the responsibility of Redline.

## 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 essential protection and support services. It is available in one (1) year terms up to a total of five (5) years and can be purchased at the time of initial product purchase or within the first twelve (12) months of the standard warranty period.

The **RedCare** Bundled Protection Plan includes the following key support and protection services.

- Hardware Protection
  - Offers coverage for repair and return of RDL-3000 standard hardware defects. Excludes user induced or environmental damage.
- Software Protection
  - Offers all software releases (correctional, updates and upgrades) associated with the installed base of RDL-3000 products. The plan provides 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.



## 2.0 General Terms and Processes

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### 2.1 General Terms

A **RedCare** Plan may be started or modified at any time for any number of Redline products that are currently supported under the Standard Warranty period or an existing **RedCare** Plan. The minimum term for a **RedCare** Plan is one year.

**RedCare** Plans are product agnostic. All serial numbers of the products to be covered under a plan must be registered with Redline.

Prior to the activation of a **RedCare** Plan, Redline will confirm the supportability status of the equipment to be covered under the plan. Should the Standard Warranty or existing **RedCare** Plan have expired, Redline will request validation that the product is operating satisfactorily to complete registration.

Redline may choose to authenticate the applicability of the equipment by performing a network audit of all systems to be covered in the **RedCare** Plan contract. The fee for the network audit is incremental to the **RedCare** plan.

**RedCare** Plans provide coverage for all registered Redline equipment with the exception of any device that has reached Manufacturer Discontinued status prior to the beginning of the contract.

Exclusions to the Standard Warranty and **RedCare** Plans:

- Defects or damage resulting from improper/non-standard use of the product
- Defects or damage occurring from improper or unauthorized testing, operation, maintenance, service, repair, installation, alteration, modification or adjustment
- Defects or damage resulting from environmental impact (lightning, power surge, water ingress)
- Illegal or unauthorized alteration of the products software/firmware
- Normal and customary wear and tear

### 2.2 RMA Process

#### 2.2.1 Return Material Authorization for Replacement of Defective Units

The Return Material Authorization (RMA) process is used to repair or replace product defects that:

- have failed standardized bench testing when performed by Redline or a Redline Authorized Partner
- have been recommended as part of a trouble ticket investigation by the Redline Customer Support Team (TAC)
- Redline is in receipt of a PO for Out-of-Warranty Repair Service

The RMA process involves requesting a Return Material Authorization (RMA) case number via the Support Portal. Upon approval, Redline will provide a case number, authorization code, and shipping instructions. Upon receipt of the authorization code and shipping instructions the unit is sent to Redline. Once received, Redline will verify that the fault is covered under warranty or a **RedCare** plan, make the necessary repairs and return the unit. If the unit cannot be repaired a replacement will be shipped. For Out-of-Warranty – refer to section 2.3 of this document.



## 2.2.2 RMA Shipping Costs and Disbursements

The Customer/Partner is responsible for paying all applicable shipping costs to the identified Redline shipping point for repair. For equipment covered by Standard Warranty or a **RedCare** Plan, Redline will pay for the return shipping of repaired or replacement equipment to the customer premise or to the partner point of sale.

## 2.2.3 No Defect Found Charges

When an RMA returned unit is tested and no defect is found matching the RMA description, the unit is rigorously tested in accordance with factory quality tests. If no errors are found, the unit is declared “No Defect Found” (NDF). A no defect found charge of \$350 will be charged to the Customer. NDF charges will only be waived when Redline Customer Support personnel have recorded that the RMA is recommended in a support ticket.

## 2.3 Out-of-Warranty Repair Service

Out-of-warranty repair service is a per-use service that provides repair or replacement of defective product that is not covered under the Standard Warranty or a **RedCare** Plan. Out-of-warranty repair provides a 90 day warranty for the repaired or replaced product. The repair will be completed within sixty (60) days from the time the unit is received by Redline’s RMA coordinator. Redline will provide the details for the cost of repairs and shipping and a PO will be required from the Customer prior to the commencement of any repair work or if repairs cannot be undertaken shipment of a replacement unit.

The provisions of this **RedCare** Overview Guide are subject to the agreement between the Customer and Redline under which Redline agrees to provide the services that are described in this Guide (the provisions of this Guide are also subject to Redline Communications' standard Terms and Conditions).

In the event of any conflict, the provisions of the agreement shall (including the standard Terms and Conditions) govern over the provisions of this Guide.

The information contained in this document is subject to change.





## General Terms and Conditions of Sale for RUGGEDCOM Products

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

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

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

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

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

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

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

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

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

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

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

25/10/2013 | Author: Name

## 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 3<sup>rd</sup> 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 a 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.



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## **LOCATION / AUTHORIZED SELLER LISTINGS**

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Not Applicable.

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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## **MANUFACTURER DEALER DESIGNATION**

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Not Applicable.

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number\* (**\*attach W-9**)

Designated Dealer Contact Person

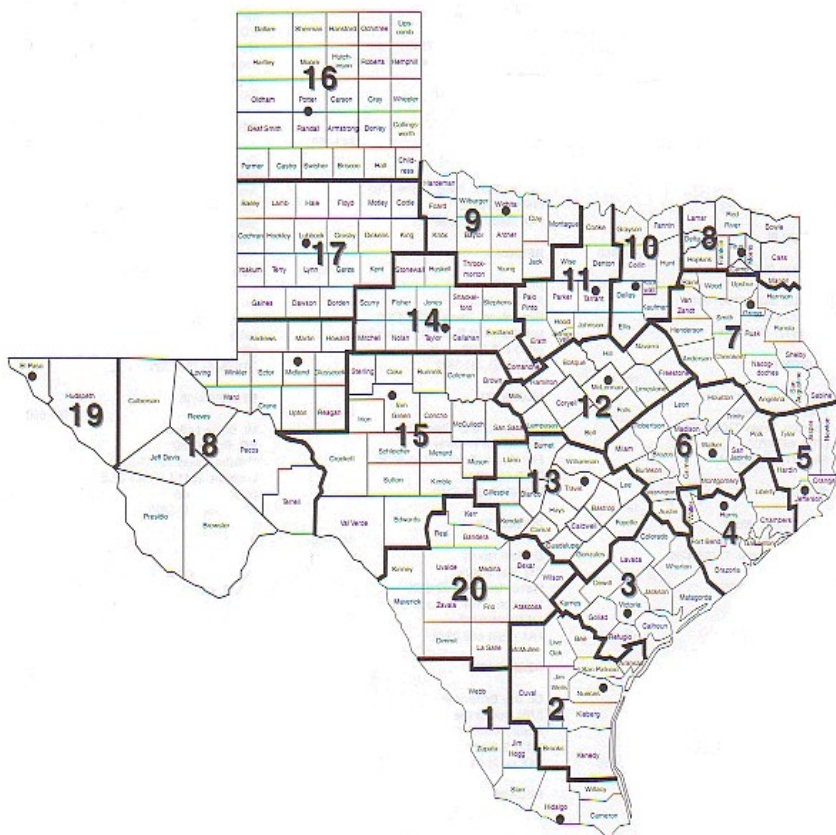
Your Company Name

Signature of Authorized Company Official

## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- ☒ **I will service Texas Cooperative members statewide.**
- ☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

- ☐ **I will not service members of the Texas Cooperative.**

JTS

Company Name

*Kim Sheffler*

Signature of Authorized Company Official

Kim Sheffler

Printed Name





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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

***If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.***

Please check (√) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- |                                                                          |                                         |
|--------------------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama                                         | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska                                          | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona                                         | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas                                        | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado                                        | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware                                        | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida                                         | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia                                         | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii                                          | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho                                           | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois                                        | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana                                         | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa                                            | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas                                          | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky                                        | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine                                           | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland                                        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan                                        | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |                                         |
| <input type="checkbox"/> Missouri                                        |                                         |
| <input type="checkbox"/> Montana                                         |                                         |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

JTS

\_\_\_\_\_  
Company Name

Kim Sheffler

\_\_\_\_\_  
Printed Name

A handwritten signature in black ink, appearing to read "Kim Sheffler".

\_\_\_\_\_  
Signature of Authorized Company Official

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

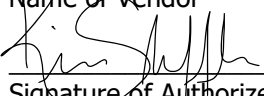


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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

JTS  
\_\_\_\_\_  
Name of Vendor  
  
\_\_\_\_\_  
Signature of Authorized Company Official

579-19  
\_\_\_\_\_  
Proposal Invitation Number  
Kim Sheffler  
\_\_\_\_\_  
Printed Name of Authorized Company Official

5/04/2018  
\_\_\_\_\_  
Date



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## **FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ \$1,800,000. (The period of the 12 month period is 5/9/2017/5/8/2018). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. U.S. Communities Purchasing Alliance	N	N	
4. National IPA/TCPN	N	N	
5. Houston-Galveston Area Council (HGAC)	Y	JTS was only recently awarded an H-GAC contract on 5/1/18	See attachment
6. National Joint Powers Alliance (NJPA)	N	N	
7. E&I Cooperative	N	N	
8. The Interlocal Purchasing System (TIPS)	Y	JTS has been awarded 5 TIPS contracts since 2013	See attachment
9. Other Texas DIR	Y	JTS has been awarded 8 DIR contracts since 2009	See attachment

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** See attachment      **Proposed Discount (%):** See attachment

**Explanation:** I've included an attachment that details our previous BuyBoard discount versus the current discounts proposed.



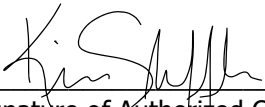
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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

JTS

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

Kim Sheffler

\_\_\_\_\_  
Printed Name

Vendor	Current Discount	Proposed Discount	Explanation
Ceragon	40%	45%	Obtained a deeper discount from manufacturer.
Cambium Networks (PTP, PMP, and cnReach Products)	18%	20%	Added additional percentages to be more competitive.
Cambium Networks (Wi-Fi and ePMP Products)	18%	10%	These are new Cambium products, with a different discount structure.
Cielo Networks	15%	15%	
Radwin	21%	21%	
JTS' Services	12%	12%	
Siklu	12%	15%	Added additional percentages to be more competitive.

[illegible]





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## **GOVERNMENTAL REFERENCES**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Email Address</b>	<b>Discount</b>	<b>Quantity/ Volume</b>
1. City of Frisco	Casey Lawson	972-292-6485	clawson@friscotexas.gov	20% on Cambium	\$232K since 2014
2. City of Denton	Kathy Gault	940-349-7525	kathy.gault@cityofdenton.com	45% on Ceragon	\$605K since 2007
3. City of Odessa	Mike Parrish	432-257-0573	mparrish@odessa-tx.gov	45% on Ceragon	\$985K since 2012
4. City of Temple	Brandon Harris	254-298-5200	bharris@templetx.gov	20%-Cambium, 21%-Radwin, 15%-Siklu	\$110K since 2015
5. City of Corpus Christi	Robert Robles	361-826-1956	robertr@cctexas.com	21%-Radwin, 15%-Siklu	\$330K since 2012

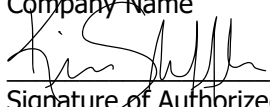
Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Yes, sometimes we offer the customer a price lower than contract pricing for reasons such as:

1) Competitive conditions exist

2) Assisting the client in meeting budgetary constraints

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

JTS  
Company Name  
  
Signature of Authorized Company Official

Kim Sheffler  
Printed Name



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## **MARKETING STRATEGY**

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Please refer to the attached document.

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JTS

Company Name

A handwritten signature in black ink, appearing to read "Kim Sheffler".

Signature of Authorized Company Official

Kim Sheffler

Printed Name

## **BuyBoard Marketing Approach**

JTS' current marketing and selling strategy for these products/services to eligible BuyBoard customers includes identifying those entities with microwave backhaul needs between facilities, as well as Wi-Fi, LTE, and providing them with an economically feasible alternative to traditional hard-wired WAN infrastructure, such as fiber-optic based SONET and DWDM networks. Our wireless microwave solutions offers both a quicker installation time and return on investment, have network management capabilities, and are field upgradeable in most cases.

Initially we will have an email marketing initiative (via iContact email marketing platform) to all BuyBoard eligible entities in order to inform them of our new contract. We'll follow that up with social media notifications (Twitter, LinkedIn, Facebook, YouTube, and Instagram), as well as a phone campaign, and will adopt our collateral and website to reflect the new contract.

JTS' approach to sales/marketing is multi-faceted:

- JTS has an sales and marketing team that has developed relationships over several years with many BuyBoard eligible clients. These sales team members call on these clients periodically to assess any current or future needs they may have. Furthermore, they cold-call on new potential BuyBoard eligible clients in order to establish a new relationship and assess needs.
- JTS exhibits and/or attends annually multiple trade shows/conferences where BuyBoard eligible member entities have a presence.
- Much of JTS' business comes through referrals. This is a testament to our reputation in the industry, and the quality of products and services we provide.
- JTS maintains a website - [www.jts.net](http://www.jts.net) - where we communicate an overview of our company and the products and services we provide, customer promotions, sales contacts, and a contact form where questions and quotation requests can be submitted. We recently added a section to our website for Government Contracts, and would put BuyBoard contract details there upon award.
- JTS periodically sends out email marketing newsletters, promotions, and invitations through our iContact subscription. These go to our current and future client base, on an opt-in/opt-out basis, and all such contacts would reference our BuyBoard contract if awarded so that eligible entities could take advantage of it.
- JTS also hosts periodic Lunch & Learns, with DFW area BuyBoard-eligible clients in attendance. These are often sponsored by one or more of our BuyBoard vendors.
- JTS also participates and/or co-hosts webinars with our BuyBoard vendors being the presenters periodically. BuyBoard eligible clients are sent notices of content and how to register, and these webinars are free of charge.
- JTS hosts live equipment demonstrations, at our facility, for BuyBoard-eligible clients.



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## **CONFIDENTIAL/PROPRIETARY INFORMATION**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.



**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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(Attach additional sheets if needed.)



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### **B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- ☒ **NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- ☐ **YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

### **C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

### **D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

JTS

Company Name

Signature of Authorized Company Official

Kim Sheffler

Printed Name

5/04/2018

Date



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## **VENDOR BUSINESS NAME**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** Johnston Technical Services, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

### **Type of Business:**

Individual/Sole Proprietor

Corporation

Limited Liability Company

Partnership

Other

X

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If other, identify \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**State of Incorporation** (if applicable): Texas

**Federal Employer Identification Number:** 752621300

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

JTS

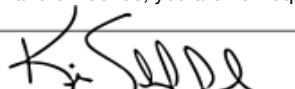
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Johnston Technical Services, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above <b>JTS</b>	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.) <b>5310 S. Cockrell Hill Rd.</b>	
<b>6</b> City, state, and ZIP code <b>Dallas, TX 75236</b>		
<b>7</b> List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ]-[ ][ ]-[ ][ ][ ][ ] <b>or</b> <b>Employer identification number</b> [7][5]-[2][6][2][1][3][0][0]
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<b>Sign Here</b> Signature of U.S. person ▶  Date ▶ <b>5/01/2018</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply.* A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

### **1. Vendor Violation or Breach of Contract Terms:**

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 USC 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.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.





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**3. Equal Employment Opportunity:**

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

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**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [wdol.gov](http://wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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**6. Right to Inventions Made Under a Contract or Agreement:**

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

Vendor agrees to comply with the above requirements when applicable.



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**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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**8. Debarment and Suspension:**

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 government-wide 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 1966 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. 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.

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**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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## 12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	KS
2. Termination for Cause or Convenience	YES	KS
3. Equal Employment Opportunity	YES	KS
4. Davis-Bacon Act	YES	KS
5. Contract Work Hours and Safety Standards Act	YES	KS
6. Right to Inventions Made Under a Contract or Agreement	YES	KS
7. Clean Air Act and Federal Water Pollution Control Act	YES	KS
8. Debarment and Suspension	YES	KS
9. Byrd Anti-Lobbying Amendment	YES	KS
10. Procurement of Recovered Materials	YES	KS
11. Profit as a Separate Element of Price	YES	KS
12. General Compliance and Cooperation with Cooperative Members	YES	KS

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

JTS

Company Name

Signature of Authorized Company Official

Kim Sheffler

Printed Name



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## **PROPOSAL INVITATION QUESTIONNAIRE**

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

1. JTS has been in business for 30 years. In previous years, we've gone by the names "Johnston Technical Services, Inc." (our incorporated name), as well as "JTS Wireless." JTS is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

2. JTS has sales, business development, and operations personnel that are highly capable of supporting this fulfilling all aspects of this contract, including products, services, and technical support. I've attached an organizational chart that includes personnel that will be involved in supporting this contract, as well as project resumes for some of them.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

3. JTS is financially solvent, and our DUNS number is 191882836. Our bonding capacity is currently at \$6M, and our insurance coverage limits are attached to this proposal. JTS has only had one owner (100%) in it's 30 years, and it's owner or officers have never been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the past 7 years.



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4. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

4. JTS does not have any outstanding financial judgements, and are not at default on any loan or financing agreement.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

5. JTS has not defaulted on any contract of failed to complete or deliver work in the past 10 years.

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

6. JTS has had no such litigation or other legal proceedings in the past 10 years.

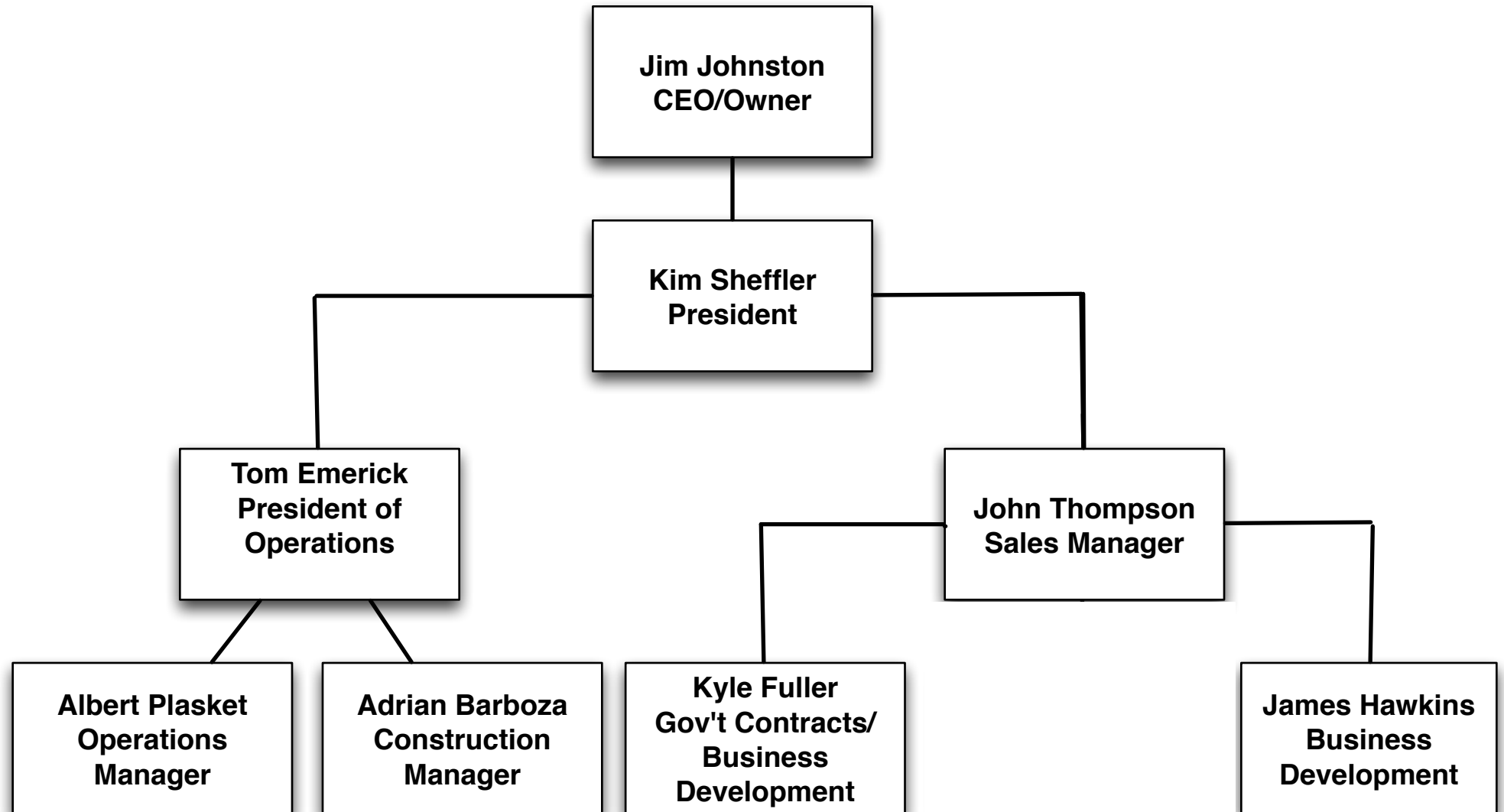
**By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.**

JTS

Company Name

A handwritten signature in black ink, appearing to read "Kim Sullivan".

Signature of Authorized Company Official





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## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists**

*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



## Proposal Invitation No. 579-19-Technology Equipment, Products, Services and Software

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

**NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:**

☐Manufacturers shall be listed in alphabetical order

☐Vendor's must list one specific percentage discount for each Manufacturer listed.

**If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.**

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
<b>Section I: Equipment, Products, and Supplies</b>					
1	Discount (%) Off Catalog/Pricelist for Computer Hardware and Equipment	Please state the discount (%) off catalog/pricelist for <b>Computer Hardware and Equipment</b> (desktops, laptops, tablets, equipment, supplies, and related products). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
2	Discount (%) Off Catalog/Pricelist for Printers, Scanners and Related Products	Please state the discount (%) off catalog/pricelist for <b>Printers, Scanners and Related Products</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
3	Discount (%) Off Catalog/Pricelist for Smart Boards, Projectors, Document Cameras and Related Products	Please state the discount (%) off catalog/pricelist for <b>Smart Boards, Projectors, Document Cameras and Related Products</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
4	Discount (%) Off Catalog/Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ % See attached sheet	See attached sheet	See attached sheet
5	Discount (%) Off Catalog/Pricelist for Cabling and Related Products	Please state the discount (%) off catalog/pricelist for <b>Cabling and Related Products</b> (equipment, supplies, and related products). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal





## Proposal Invitation No. 579-19-Technology Equipment, Products, Services and Software

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Digital Signage and Related Products	Please state the discount (%) off catalog/pricelist for <b>Digital Signage and Related Products</b> (equipment, supplies, and related products). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
7	Discount (%) Off Catalog/Pricelist for Technology Supplies and Related Products	Please state the discount (%) off catalog/pricelist for <b>Technology Supplies and Related Products</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
8	Discount (%) Off Catalog/Pricelist for Technology Repair Parts	Please state the discount (%) off catalog/pricelist for <b>Technology Repair Parts</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
9	Discount (%) Off Catalog/Pricelist for All Other Technology Related Products	Please state the discount (%) off catalog/pricelist for <b>All Other Technology Related Products</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
10	Discount (%) Off Catalog/Pricelist for Electronic Asset Recovery and Disposal Services	Please state the discount (%) off catalog/pricelist for <b>Electronic Asset Recovery and Disposal Services</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
11	Discount (%) Off Catalog/Pricelist for Technology Related Maintenance Agreements	Please state the discount (%) off catalog/pricelist for <b>Technology Related Maintenance Agreements</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 579-19-Technology Equipment, Products, Services and Software

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

**NOTE 2: Vendor should demonstrate that each software and/or hardware confirms to the accessibility guidelines established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 (WCAG 2.0). Vendor should demonstrate that each software and/or hardware confirms to the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998. Section 508 is the section of the 1973 Rehabilitation Act that states that all electronic and information technology procured, used, or developed by the federal government after June 25, 2001, must be accessible to people with disabilities. Affected technology includes hardware such as copiers, fax machines, telephones, and other electronic devices as well as application software and websites."**

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
<b>Section II: Software Products and Services</b>					
12	Discount (%) Off Catalog/Pricelist for Admission Ticket Tracking Software	Please state the discount (%) off catalog/pricelist for <b>Admission Ticket Tracking Software</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
13	Discount (%) Off Catalog/Pricelist for Bill Pay Software and Technology	Please state the discount (%) off catalog/pricelist for <b>Bill Pay Software and Technology</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
14	Discount (%) Off Catalog/Pricelist for Business/Office Software	Please state the discount (%) off catalog/pricelist for <b>Business/Office Software</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
15	Discount (%) Off Catalog/Pricelist for Desktop/Web Publishing Software	Please state the discount (%) off catalog/pricelist for <b>Desktop/Web Publishing Software</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
16	Discount (%) Off Catalog/Pricelist for Instructional Software	Please state the discount (%) off catalog/pricelist for <b>Instructional Software</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 579-19-Technology Equipment, Products, Services and Software

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
17	Discount (%) Off Catalog/Pricelist for Specialty Software Products	Please state the discount (%) off catalog/pricelist for <b>Specialty Software Products</b> (school transportation routing software, and related products). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
18	Discount (%) Off Catalog/Pricelist for Imaging and Deployment Software Services	Please state the discount (%) off catalog/pricelist for <b>Imaging and Deployment Software Services</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
19	Discount (%) Off Catalog/Pricelist for Cloud Storage, Hosting and Related Software Services	Please state the discount (%) off catalog/pricelist for <b>Cloud Storage, Hosting and Related Software Services</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
20	Discount (%) Off Catalog/Pricelist for Archive, Email, Data Migration and Related Services	Please state the discount (%) off catalog/pricelist for <b>Archive, Email, Data Migration and Related Services</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
21	Discount (%) Off Catalog/Pricelist for Software Support Maintenance Agreements	Please state the discount (%) off catalog/pricelist for <b>Software Support Maintenance Agreements</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
<b>Section III: Telecommunication Products, and Supplies</b>					
22	Discount (%) Off Catalog/Pricelist for Telecommunication Products (PURCHASE)	Please state the discount (%) off catalog/pricelist for <b>Telecommunication Products (PURCHASE)</b> (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 579-19-Technology Equipment, Products, Services and Software

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
23	Discount (%) Off Catalog/Pricelist for Telecommunication Products (LEASE)	Please state the discount (%) off catalog/pricelist for <b>Telecommunication Products (LEASE)</b> (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products). <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
24	Discount (%) Off Catalog/Pricelist for Telecommunication Repair Parts	Please state the discount (%) off catalog/pricelist for <b>Telecommunication Repair Parts</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
25	Discount (%) Off Catalog/Pricelist for Telecommunication Related Maintenance and/or Service Agreements	Please state the discount (%) off catalog/pricelist for <b>Telecommunication Related Maintenance and/or Service Agreements</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	12 _____ %	JTS Services Price List	Does not include hotel, mileage, or per-diem. 4-hour minimum.
<b>Section IV: Training, Installation and Repair Service</b>			<b>Not to Exceed Hourly Labor Rate</b>	<b>Detailed Information on Hourly Labor Rate</b>	<b>Exceptions to Hourly Labor Rate</b>
26	Not to Exceed Hourly Labor Rate for Technology Staff Development and Training of Equipment, Software, and Products	<b>Hourly Labor Rate for Technology Staff Development and Training of Equipment, Software, and Products</b> -- State the <b><u>Not to Exceed</u></b> hourly labor rate for Technology Staff Development and Training of Equipment, Software, and Products.	\$ 220.00 _____/Hour	Price is per hour for a single trainer.	Does not include hotel, mileage, or per-diem. 8-hour minimum.
27	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Technology Equipment and Related Products	<b>Hourly Labor Rate for Installation/Repair Service of Technology Equipment and Related Products</b> -- State the <b><u>Not to Exceed</u></b> hourly labor rate for Technology Equipment and Related Products.	\$ 110.00 _____/Hour	NTE price is per-hour for a single tower-certified tech.	Does not include hotel, mileage, or per-diem. 4-hour minimum.

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 579-19-Technology Equipment, Products, Services and Software

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Section IV: Training, Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
28	Not to Exceed Hourly Labor Rate for Website Design and Programming	<b>Hourly Labor Rate for Website Design and Programming</b> - State the <b><u>Not to Exceed</u></b> hourly labor rate for Website Design and Programming.	\$ _____/Hour		
29	Not to Exceed Hourly Labor Rate for All Types of IT Position(s)	<b>Hourly Labor Rate for All Types of IT Position(s)</b> (Manager, Supervisor and Service Technician) - State the <b><u>Not to Exceed</u></b> hourly labor rate for all All Types of IT Position(s).	\$ _____/Hour		

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

**JTS Price Table Supplement**

<b>Item Number</b>	<b>Short Description</b>	<b>Full Description</b>	<b>State Percent (%) of Discount off Catalog/ Pricelist</b>	<b>State Name of Catalog/Pricelist</b>	<b>Exceptions to Discount</b>
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	20%	<b>Cambium Networks</b> Price List 1	Includes PTP, PMP, and cnReach Products Only
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	10%	<b>Cambium Networks</b> Price List 2	Includes ePMP and Wi-Fi Products Only
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	45%	<b>Ceragon</b> Price List	Includes all radio hardware, licenses, and accessories
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	15%	<b>Ceragon</b> Price List	Includes all antennas and 3rd party equipment
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	12%	<b>Cielo Networks</b> Price List	Includes all radio hardware, antennas, accessories, and extended warranties. Does not include speed upgrade keys.
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	13%	<b>FiSci</b> Price List	Includes LTE Radios, Accessories, and Spares

4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	3%	<b>FiSci</b> Price List	Includes warranties only
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	21%	<b>Radwin</b> Price List	
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	18%	<b>Radio Waves</b> Price List	
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	4%	<b>Redline</b> Price List	Includes all radio hardware, antennas, accessories, and extended warranties.
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	15%	<b>Ruggedcom</b> Price List	
4	Discount (%) Off Catalog/ Pricelist for Network Hardware and Related Products	Please state the discount (%) off catalog/pricelist for <b>Network Hardware and Related Products</b> (servers, routers, switches, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.	15%	<b>Siklu</b> Price List	



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

December 6, 2019

**Sent via email to: kyle.fuller@jts.net**

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

Re: Technology Equipment, Products, Services, & Software  
BuyBoard Contract 579-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Technology Equipment, Products, Services, & Software, Contract 579-19, effective January 1, 2019 through December 31, 2019, with two possible one-year renewals. At this time, we are renewing your contract through **December 31, 2020.**

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO  
Contract Administrator