

VENDOR

PURCHASE ORDER

**TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT**

Order Date
03/04/2025

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P500274	

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

INVOICE TO:

TEXAS A&M FOREST SERVICE
MERKEL OFFICE
1610 N 1ST STREET
MERKEL TX 79536

VENDOR

18121232510
JPS INTEROPERABILITY SOLUTIONS INC
5800 DEPARTURE DR
RALEIGH, NC 27616-1857

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

SHIP TO:

TEXAS A&M FOREST SERVICE
MERKEL OFFICE
1610 N 1ST STREET
MERKEL TX 79536

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-SDB				
1	RSP-Z2 Dual Channel Interoperability Gateways JPS part number 5160-600000	3	EA	2,650.000	7,950.00
2	NX-5000DB-15 to DB-25 cable, 15-foot JPS part number 5961-291293-15	4	EA	380.000	1,520.00
3	Icom mobile speaker mic interface cable JPS part number 5961-291312-15	1	EA	380.000	380.00
4	MCC-8 multi-channel desktop console JPS part number 5160-700400	1	EA	5,440.000	5,440.00
5	JPS annual voice, location & message service JPS part number 5170-100101	4	EA	79.000	316.00
6	JPS annual ROIP channel service JPS part number 5170-100201	3	EA	79.000	237.00
7	Shipping cost to Merkel, Texas	1	EA	80.000	80.00
				TOTAL	15,923.00
	***** NET 30 *****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	PROPRIETARY PURCHASE - IN ACCORDANCE WITH TFS PURCHASING PROCEDURES, SECTION 8.15.				
	*****RFQ TERMS AND CONDITIONS*****				

RTL

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT PREPAID AND ADD

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

VENDOR

PURCHASE ORDERTEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENTOrder Date
03/04/2025

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200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
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MERCHANDISE DELIVERED ON
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THE BID INVITATION.**INVOICE TO:**TEXAS A&M FOREST SERVICE
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1610 N 1ST STREET
MERKEL TX 79536**VENDOR**18121232510
JPS INTEROPERABILITY SOLUTIONS INC
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RALEIGH, NC 27616-1857ALL TERMS AND
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A PART OF THIS
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MERKEL TX 79536ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
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PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS AS PER REQUEST FOR QUOTATION AS REFERENCED HEREIN.</p> <p>AWARD PER TERMS, CONDITIONS, SPECIFICATIONS AND PRICING QUOTED ON INF-25-014.</p> <p>VENDOR QUOTE: INF-25-014 VENDOR REF: TODD DIXON 919-865-1253</p>				

RTL

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THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR
TEXAS A&M FOREST SERVICE



PURCHASING DEPARTMENT
200 TECHNOLOGY WAY, SUITE 1151
COLLEGE STATION, TEXAS 77845-3424

REQUEST FOR QUOTATION

RFQ NUMBER
INF-25-014

Dual-Channel Interoperability Gateway
and Accessories

QUOTATION MUST BE RECEIVED BEFORE:
2:00 P.M. CENTRAL TIME (CT) on February 26, 2025

Email quotation to bids@tfs.tamu.edu, MAIL, HAND DELIVER, AND /OR
FAX (979-458-7387) QUOTATION TO:

Texas A&M Forest Service
Purchasing Department
200 Technology Suite 1151
College Station, TX 77845-3424

**Show RFQ Number, Opening Date, and Time on Return
Envelope**

NOTE: QUOTATION must be time stamped at the Texas A&M Forest Service Purchasing Department before the hour and date specified for receipt of quotation.

Sealed quotations will be received until the date and time established for receipt.

REFER ALL INQUIRIES TO:

Travis Lull
Buyer
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7380
E-mail: travis.lull@tfs.tamu.edu

REQUEST FOR QUOTATION – RETURN TO:

TEXAS A&M FOREST SERVICE

PURCHASING DEPARTMENT

200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424

PHONE 979-458-7380 FAX 979-458-7387

Page 2 of 9

VENDOR MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY QUOTATION

*By signing this quotation, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32(68).

Todd Dixon
AUTHORIZED SIGNATURE

TODD DIXON 2/24/2025
PRINT OR TYPE NAME DATE

PRESIDENT
TITLE

81-212351 EIN
VENDOR ID NUMBER
(SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER)

JPS Interoperability Solutions, Inc
COMPANY NAME

5800 DEPARTURE DRIVE
ADDRESS

Raleigh NC 27616
CITY STATE Zip

919-865-1253 -
PHONE FAX

TODD.DIXON@JPS.COM
E-MAIL

IMPORTANT NOTICE

IF QUOTING Each quotation should be placed in a separate envelope with submittal deadline and Quotation Number annotated immediately below return address on sealed quotation envelope and mailed. Alternatively, the Quotation may be faxed or hand delivered.

VENDOR AGREES TO COMPLY WITH ALL CONDITIONS BELOW AND ON ANY FOLLOWING PAGES OF THIS QUOTATION.

OPENING DATE: February 26, 2025
@ 2:00 p.m. CST

RFQ NO: INF-25-014

QUOTE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED
UNLESS OTHERWISE STATED WITHIN THE SPECIFICATIONS

DESTINATION OF GOODS

Texas A&M Forest Service
Communications
1610 N. 1st Street
Merkel, TX 79536

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>Class and Item Code: 257-28</p> <p><u>CONTACT INFORMATION</u></p> <p>Travis Lull may be e-mailed at travis.lull@tfs.tamu.edu or telephoned, 979-458-7380 for general questions regarding this Informal Request For Quotation (INF).</p> <p>No authority is intended or implied that specifications may be changed or amended except as authorized by written addendum from the Texas A&M Forest Service (TFS) Purchasing Department.</p> <p>Responses to inquiries, which directly affect an interpretation or change to this RFQ will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.</p> <p><u>NOTICE:</u> THE DEADLINE FOR WRITTEN QUESTIONS IS February 20, 2025 at 2:00 P.M. CENTRAL TIME (CT).</p> <p>SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY 2:00 P.M. CENTRAL TIME (CT) February 21, 2025.</p>				

Check below if preference claimed under Rule TAC 20.38

- ☐ Supplies, materials or equipment; produced in TX/offered by TX bidder*
- ☐ Agriculture products produced or grown in TX
- ☐ Agriculture products and services offered by TX bidder
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Goods produced or offered by service-disabled veterans
- ☐ Manufacturer that has recycle program for computer equipment

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in Rule TAC 20.32.

- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Contractor providing foods of higher nutritional value

Delivery in 15 days Cash Discount 0 % 0 days

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT
200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

SUBMITTAL DEADLINE: February 26, 2025 @ 2:00 p.m. CT

QUOTATION NO: INF-25-014

VENDOR: JPS

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p><u>SCOPE</u></p> <p>By means of this RFQ, it is the intention of the Texas A&M Forest Service to acquire three (3) JPS RSP-Z2 Dual Channel Interoperability Gateways with the accessories and services listed in the specifications. The equipment MUST be the exact models specified to maintain compatibility with existing equipment (no substitutions). Award will be full award only. Bidders must be able to provide warranty service and technical support for all items.</p> <p><u>TERMS AND CONDITIONS</u></p> <ol style="list-style-type: none"> Vendors are highly recommended to exercise the option of completing an On-Site Inspection of the job site prior to bidding. By submitting a quotation in response to this INF, vendor agrees to perform all work under the conditions that exist at the job site irrespective of a completed inspection by vendor. A response to this INF is an offer to contract based on the terms, conditions, and specifications contained herein. By submitting a response to these specification requirements, bidders agree to and validate the fact that they are bidding the current lowest available prices for said goods and/or services. As an agency of the State of Texas, the TEXAS A&M FOREST SERVICE is exempt from the State Sales Tax and Federal Excise Tax. Do not include taxes in your quotation. The TEXAS A&M FOREST SERVICE reserves the right to accept or reject all or any part of any quotation and to waive any technicalities. TEXAS A&M FOREST SERVICE reserves the right to make an award to best serve the interest of the TEXAS A&M FOREST SERVICE and make an award based on the TEXAS A&M FOREST SERVICE' determination of the lowest, best value quotation. This RFQ does not commit the TEXAS A&M FOREST SERVICE to award a contract, issue a purchase order, or to pay any cost incurred by the vendor, in the preparation of a quote in response to the RFQ. Additional Quantities –The TEXAS A&M FOREST SERVICE reserves the right to purchase additional quantities of the equipment listed herein. Orders for additional equipment shall be made by TEXAS A&M FOREST SERVICE Purchase Order and shall be made within sixty (60) days of award of this quotation. Bidders shall hold price firm during this period. Additional quantities ordered shall be subject to the same terms, conditions and pricing of the initial quotation response. Inter-Agency Agreement -- Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing inter-agency cooperation agreement(s) with the Texas A&M Forest Service. Public Disclosure <ol style="list-style-type: none"> Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, <i>Texas Government Code</i>, in responding to any request for 				

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SUBMITTAL DEADLINE: February 26, 2025 @ 2:00 p.m. CT

QUOTATION NO: INF-25-014

VENDOR: IPS

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.</p> <p>(b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, <i>Texas Government Code</i>, but only includes information to which Texas A&M Forest Service has a right of access.</p> <p>(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), <i>Texas Government Code</i>.</p> <p>(d) Bidders/businesses are also required to ensure that their employees who have been designated as <i>Not Eligible for Rehire</i> by a TAMU member are not involved in any work for the TAMU system.</p> <p>8. HUB – Historically Underutilized Businesses</p> <p>All agencies of the State of Texas are required to make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in procurements for commodities and services. It is the intention of the State of Texas and the Texas A&M Forest Service (TEXAS A&M FOREST SERVICE), as a good faith effort, to encourage the use of Historically Underutilized Businesses (HUBs) in all prime contracts, subcontracts, and purchasing transactions. TEXAS A&M FOREST SERVICE initiatives are to our prime contractors and core suppliers to achieve these ends through race, ethnic, and gender-neutral means. All procurements exceeding \$100,000 for either goods and/or services must include a completed State of Texas HUB Subcontracting Plan (HSP) submitted by vendor/contractor.</p> <p><u>FEDERAL LAWS AND REGULATIONS (not applicable)</u></p> <p>A. Federal Laws and Regulations – By submitting a signed response to this RFQ, the vendor certifies that vendor is fully informed about and in full compliance with vendor's obligations under existing applicable laws and regulations including, but not limited to:</p> <ul style="list-style-type: none"> • Title VI of Civil Act of 1964, as amended (42 USC 2000 (D)); • Civil Rights Act of 1991; • Executive Order 11246, as amended (41 CFR 60-1 and 60-2); • Vietnam Era Veterans Readjustment Act of 1974, as amended (41CFR 60-250); • Rehabilitation Act of 1973, as amended (41CFR 60-741); • Age Discrimination Act of 1975 (42 USC 6101et seq.); • Non-segregated Facilities (41CFR 60-1); • Drug-Free Workplace Act of 1988 (PL 100-690); • Federal Procurement or Non-procurement Programs (Executive Order 12549 and 12689); • Bryd Anti-Lobbying Amendment (31 USC 1352); • Clean Air Act of 1970 (42 USC 7401 et seq.); 				

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SUBMITTAL DEADLINE: February 26, 2025 @ 2:00 p.m. CT

QUOTATION NO: INF-25-014

VENDOR: JPS

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<ul style="list-style-type: none"> Federal Water Pollution Control Act (33 USC 1251 et seq.); Omnibus Reconciliation Provision, Section 952; Fair Labor Standards Act of 1938, Sections 6, 7 and 12 as amended; Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); Immigrations Reform and Control Act of 1986; Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantage Individuals (PL 96-507); Federal Occupational Safety and Health Law (PL 91-595) including its regulations in effect or proposed as of the date of the agreement; and All other laws and regulations and executive orders as are applicable. <p>B. OSHA Statement – Vendor represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.</p> <p>C. Certification of Non-segregated Facilities of Equal Employment Opportunities Compliance – If this transaction exceeds \$10,000 or if the seller anticipates or has a history of exceeding \$10,000 in sales to the Texas A&M Forest Service within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of Section 202 of Executive Order no. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment Executive Order no. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word “creed” to “religion” and by adding the word “sex”. The signing will also service as written affirmation of the following Certification of Non-segregated Facilities. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location under their control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term “segregated facilities” means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from</p>				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).</p> <p>Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities: A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or all subcontracts during a period (i.e., quarterly, semiannually, or annually).</p> <p>Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.</p> <p>D. Affirmative Action Compliance – In addition to the above certification, if this transaction exceeds \$50,000 the seller must have included as part of the quotation a copy of their written Civil Rights “Affirmative Action Compliance Program”. If the bidder is not required to have such a written program, they must have so stated on the quotation form indicating the reason it is not required. Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of \$3,500 or greater.</p> <p>E. This contract for goods and/or services incorporates by reference the equal employment opportunity clause provisions of Executive Order no. 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all regulations and relevant orders of the U.S. Secretary of Labor.</p> <p>F. Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract.</p> <p>G. Signing this RFQ with a false statement is a breach of contract and shall void the submitted quotation or any resulting award.</p> <p>H. <u>Conflict of Interest.</u> By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.</p> <p>I. <u>Prohibition on Contracts with Companies Boycotting Israel.</u> Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.</p>				

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J.	<p><u>Certification Regarding Business with Certain Countries and Organizations.</u> Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.</p> <p><u>RIGHT TO AUDIT</u></p> <p>At any time during the term of this contract and for a period of four (4) years thereafter the Texas A&M Forest Service, the State of Texas, the Comptroller of the United States, the federal agency awarding a grant to the Texas A&M Forest Service which funds this procurement in whole or in part, or duly authorized audit representatives of these entities, at their own expense and at reasonable times, reserves the right to have access to, and to incrementally audit, awarded vendor's records that are related to this contract. In the event such an audit by one or more of these entities reveals any errors and/or overpayments by Texas A&M Forest Service, awarded vendor shall refund Texas A&M Forest Service the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M Forest Service at its option, reserves the right to deduct such amounts owed to Texas A&M Forest Service from any payments due to awarded vendor.</p> <p><u>INSURANCE REQUIREMENTS</u> (not applicable)</p> <p>A. The awarded vendor/contractor shall not commence work until all of the insurance specified on <u>Attachment A</u> – Texas A&M Forest Service, Standard Insurance Requirements has been obtained and certificates of such insurance in force have been filed with and accepted by the TEXAS A&M FOREST SERVICE. Insurance coverage shall provide for a ten (10) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by TEXAS A&M FOREST SERVICE shall not relieve or decrease the liability of the awarded vendor/Contractor.</p> <p>B. Unless otherwise specified, the awarded vendor/contractor shall provide and maintain, until all work included in this RFQ is completed and accepted by TEXAS A&M FOREST SERVICE, the standard insurance coverage as required in <u>Attachment A</u>.</p> <p>C. Certificates of Insurance must be faxed to: 979-458-7386</p> <p>D. Indemnification – Awarded vendor agrees to indemnify and hold harmless the TEXAS A&M FOREST SERVICE for any and all claims, liabilities, expenses, injuries, or losses for personal injury, property damage, or any other claims and damages of any nature that may arise while carrying out any and all provisions of this agreement.</p> <p>E. By submitting a quotation in response to this RFQ, the bidder acknowledges and affirms these insurance requirements are understood and bidder will provide such insurance as required herein if awarded a contract resulting from this RFQ.</p>				

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VENDOR: JPS

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p><u>BASIS OF AWARD</u></p> <p>A. Award Criteria – The evaluation of quotation responses will include but is not limited to pricing, delivery, the extent of which the goods or services meet the needs of the TEXAS A&M FOREST SERVICE and any other factors the TEXAS A&M FOREST SERVICE deems relevant.</p> <p>The TEXAS A&M FOREST SERVICE must be confident that the bidder's response will meet needs of the TEXAS A&M FOREST SERVICE. TEXAS A&M FOREST SERVICE will evaluate and make the award to the quotation that is determined to be the best value to the agency based on the criteria listed below.</p> <p>Evaluation Criteria:</p> <p>Pricing</p> <p>Delivery</p> <p>Vendor's ability, capacity, and skill</p> <p>Vendor's previous experience and past relationship with TEXAS A&M FOREST SERVICE</p> <p>Any other factors TEXAS A&M FOREST SERVICE deems relevant</p> <p>B. If bidder submits product or service literature and specifications TEXAS A&M FOREST SERVICE reserves the right to decide if items offered are equivalent to those specified. TEXAS A&M FOREST SERVICE alone shall determine "best value" to the agency and TEXAS A&M FOREST SERVICE' judgment in this regard shall be considered final.</p> <p>C. The TEXAS A&M FOREST SERVICE reserves the right to reject any and all quotations, waive any technicalities.</p> <p>D. By submitting a quotation in response to this RFQ, bidder agrees to this evaluation and award process and further accepts TEXAS A&M FOREST SERVICE' judgment and decision of award.</p>				

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VENDOR: JPS

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p><u>TECHNICAL SPECIFICATIONS</u></p> <p>Awarded bidder will provide the following equipment and services:</p> <ol style="list-style-type: none"> 1. RSP-Z2 Dual Channel Interoperability Gateway, quantity 3 JPS part number 5160-600000 2. Kenwood Mobile NX-5000 DB-15 to DB-25 cable, 15-foot, qty 4 JPS part number 5961-291293-15 3. Icom Mobile Speaker/Mic Interface cable, qty 1 JPS part number 5961-291312-15 4. MCC-8 Multi-Channel Desktop Console, qty 1 JPS part number 5160-700400 5. JPS annual voice, location, and message service, qty 4 JPS part number 5170-100101 6. JPS annual ROIP channel service, qty 3 JPS part number 5170-100201 7. Shipping to Merkel, TX address on page 2 <p>The equipment MUST be the exact models specified to maintain compatibility with existing equipment (no substitutions).</p> <p>Awarded bidder must be capable of providing warranty service and technical support for all items provided under the award.</p>				

REQUEST FOR QUOTATION – RETURN TO:

Page 10 of 12

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT
200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

SUBMITTAL DEADLINE: February 26, 2025 @ 2:00 p.m. CT

QUOTATION NO: INF-25-014

VENDOR: JPS

Item	Description	Quantity	UOM	Unit Price	Ext Price
	ITEM/BID				
1	RSP-Z2 Dual Channel Interoperability Gateway	3	EA	\$ <u>2,650.00</u>	\$ <u>7,950.00</u>
2	Kenwood Mobile NX-5000 DB-15 to DB-25 cable	4	EA	\$ <u>380.00</u>	\$ <u>1,520.00</u>
3	Icom Mobile Speaker/Mic Interface cable	1	EA	\$ <u>380.00</u>	\$ <u>380.00</u>
4	MCC-8 Multi-Channel Desktop Console	1	EA	\$ <u>5440.00</u>	\$ <u>5440.00</u>
5	JPS annual voice, location, and message service	4	EA	\$ <u>79.00</u>	\$ <u>316.00</u>
6	JPS annual ROIP channel service	3	EA	\$ <u>79.00</u>	\$ <u>237.00</u>
7	Shipping to Merkel, TX address on page 2	1	EA	\$ <u>80.00</u>	\$ <u>80.00</u>
GRAND TOTAL \$					\$ <u>15,923.00</u>

TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME
A PART OF TERMS AND CONDITIONS OF QUOTATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

ATTACHMENTS

None SEE ATTACHED AGREED to T&C's

Notice: Vendors are cautioned to read the following applicable terms and conditions and to provide vendor information requested in parts 1.7, 10.9, and 11.

TEXAS A&M FOREST SERVICE TERMS AND CONDITIONS

1. **QUOTATION REQUIREMENTS**
 - 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
 - 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
 - 1.3 Quotations should be submitted on this form. Any alternations to the original format and content of this form will result in the disqualification of quotation.
 - 1.4 Late and/or unsigned quotations will not be considered under any circumstances. Person signing quotation must have the authority to bind the firm in a contract.
 - 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
 - 1.6 Quotation prices are requested to be firm for TFS acceptance for 60 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
 - 1.7 Quotations should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.
 - 1.8 Quotation cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No quotation can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
 - 1.9 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
 - 1.10 TFS reserves the right to accept or reject all or any part of any quotation, waive minor technicalities and award the quotation to best serve the interests of the TFS.
 - 1.11 The telephone number for FAX submission of quotation is (979) 458-7387. This is the only number that will be used for the receipt of quotations. TFS shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive quotations will not be considered.
2. **SPECIFICATIONS**
 - 2.1 Catalogs, brand names or manufacture's references are descriptive only, and indicate type and quality desired. Quotations on brands of like nature and quality will be considered, unless advertised as a Proprietary Purchase in accordance with TAMU Procurement Code Section 1 (b) and TFS Purchasing Procedures, Section 4.13. If quoting on other than references, quotation should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered is requested to be made part of the quotation. Failure to take exception to specifications/reference data will require bidder to furnish specified brand names, numbers, etc.
 - 2.2 Unless otherwise specified, items shall be new and unused and of current production.
 - 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
 - 2.4 Samples, when requested, must be furnished free of expense to TFS. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and Purchase Order number. Do not enclose in or attach quotation to sample.
 - 2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Request For Quotation (RFQ).
 - 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the RFQ.
3. **TIE BIDS**

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).
4. **DELIVERY**
 - 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause quotation to be disregarded.
 - 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
 - 4.3 No substitutions permitted without TFS written approval.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
 - 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.
5. **INSPECTION AND TESTS**

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the quotation or on samples taken from regular shipment. All costs shall be borne by the vendor
6. **AWARD OF CONTRACT AND FORCE MAJURE**

A response to this RFQ is an offer to contract based upon the terms, conditions and specifications contained herein. Quotations do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majure, the vendor must file a written request to the TFS.
7. **PAYMENT**

Vendor shall submit one (1) copy of an itemized invoice showing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**
8. **PATENTS OR COPYRIGHTS**

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.
9. **VENDOR ASSIGNMENTS**

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.
10. **BIDDER AFFIRMATION**

Signing this quotation with a false statement is a material breach of contract and shall void the submitted quotation or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

 - 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
 - 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
 - 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the quotation made to any competitor or any other person engaged in such line of business.
 - 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this RFQ.
 - 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this quotation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
 - 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this quotation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
 - 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
 - 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
 - 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
 - 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
 - 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to

conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

12. NOTE TO BIDDER

Any terms and conditions attached to a quotation will not be considered. Such terms and conditions may result in disqualification of the quotation.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

14. PUBLIC DISCLOSURE

(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

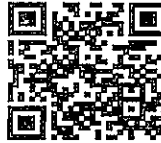
15. REHAB ACT, VEVRAA, SECTION 503

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.



Quote



Date	Quote #
1/10/25	8437

JPS Interoperability Solutions, Inc. 5800 Departure Drive Raleigh, NC 27616 USA P: 919.790.1011 F: 919.865.1400
--

Bill to Name/Address
Texas A&M Forest Service Charles Tice 1610 N. 1st Street/PO Box 429 Merkel, TX 79536 US

Ship To Name/Address
Texas A&M Forest Service Parker Jones 1610 N. 1st Street/PO Box 429 Merkel, TX 79536 USA

Terms	Expiratio...	Primary...	Discount %	Ship VIA	CUST SHIP ACCT...	Shipping Term	End User
Net 30	3/9/25	AML	LIST PRICE	UPS 2 DAY PPD		FCA RALEIGH	TX A&M Forest ...
Item	Description			Qty	U/M	Rate	Amount
5160-600000	RSP-Z2 DUAL-CHANNEL TOP LEVEL w/Access Kit & Quick Start Guide			3	ea	2,650.00	7,950.00
5961-291293-15	CABLE - KENWOOD MOBILE DB25 CONN TKx180/x150 NX700/800 TK/NX5000 SERIES VM5000/6000 SERIES			4	ea	380.00	1,520.00
5961-291312-15	CABLE - ICOM MOBILE SPEAKER/MIC INTERFACE FOR RJ45 MIC			1	ea	380.00	380.00
5160-700400	MCC-8 Multi-Channel Desktop Console			1	ea	5,440.00	5,440.00
5170-100101	JPS VIA - ANNUAL CHARGE FOR VOICE, LOCATION & MESSAGE			4	ea	79.00	316.00
5170-100201	JPS VIA - ANNUAL CHARGE PER ROIP CHANNEL			3	ea	79.00	237.00
Shipping.On JP...	Shipping On JPS Account - Shipping may not be included in this Quote/Order - it will be added when invoiced. The customer can specify the carrier and/or ship on their account. JPS will use UPS unless the customer requests otherwise.			1	ea	0.00	0.00
TRACKING N... INCO	THE TERMS OF SALE HEREIN ARE INCOTERMS 2020. Unless expressly stated otherwise, JPS ships per Incoterms 2020 FCA Raleigh, which means that ownership transfers to Buyer when the product is loaded onto the carrier at JPS's factory in Raleigh, North Carolina; the total invoiced amount is Buyer's risk during shipment and is not insured by JPS (Buyer may purchase insurance to cover said risk – please advise if you would like to purchase the insurance). All costs for customs, duties, taxes etc. are the responsibility of the customer unless expressly agreed to by JPS in writing.			1	ea	0.00 0.00	0.00 0.00
Contact Name	Parker Jones					0.00	0.00
Contact Email	parker.jones@tfs.tamu.edu					0.00	0.00
Contact Phone	325-928-1427					0.00	0.00
Bonnie Harward, bonnie.harward@jps.com, 919-865-1216. Freight not included, see attached T+C.						Total	\$15,843.00

General Terms and Conditions of Sale

JPS Interoperability Solutions, Inc. Commercial General Terms (Texas A&M version)

1. PRICES

Unless otherwise stated, quoted prices are those in effect at the time of quotation and are valid for sixty (60) days from issuance unless otherwise specified. The Goods shall be invoiced at Seller's prices in effect at date of shipment unless otherwise stated in a written quotation or proposal. All prices are subject to increases equal to any additional costs incurred by Seller as a result of any changes in laws or regulations or component price increases.

2. DELIVERY DATE

Lead times and delivery dates may vary depending on many circumstances. Stated delivery dates are Seller's estimate of the time required to produce Buyer's order. Seller reserves the right to re-adjust shipment schedules. Acceptance by Buyer of the Goods when received waives any claim resulting from a delay. If shipment is delayed by Buyer, Buyer shall pay any costs incurred by Seller for handling, storage and timely processing of Buyer's order as well as demurrage and similar charges, if any.

3. PRODUCT SPECIFICATIONS AND QUALITY

Prices and delivery schedules are based upon Seller's standard specifications or upon product specifications and quality requirements submitted by Buyer. Any changes to those specifications or requirements will require review and possible adjustment of price and/or delivery schedules, and may result in additional charges tooling and other services or items needed to produce the finished product. Any changes in product specifications or quality requirements, and any consequent price changes which are mutually agreed to in writing by Seller and Buyer, shall become part of the Agreement between the parties and are incorporated herein by this reference.

4. SHIPPING QUANTITIES

Seller reserves the right to make partial shipments when necessary. Overruns and underruns may occur. Payment shall be due for quantities actually shipped.

5. TAXES

The prices of the Goods and related services do not include any sales, use, excise or other tax, duty or charge now or hereafter imposed by any Federal, state or local governmental authority. Buyer agrees to pay or reimburse Seller for the full amount of any such taxes or other charges which Seller is required to pay, with the exception of sales or use taxes where Buyer provides Seller with a valid tax exemption certificate for such Goods.

6. PAYMENT TERMS AND LATE CHARGE FOR DELAYED PAYMENT

Prior to or at the time of the delivery of Goods, Seller shall submit invoices to Buyer stating amounts due. Seller's invoices are due and payable in one installment. Payment for Goods shall be made by Buyer in U.S. dollars. Unless expressly agreed by JPS in writing, payment terms are 30 days net; where longer terms are accepted by JPS. All payments shall be made free and clear of any deductions or withholdings. If payment in full of any invoice is not made by or before the net due date (or is made after the 30th day), Buyer agrees to pay a service charge on the unpaid balance at the

maximum rate permitted by law, from the due date until the invoice and all service charges thereon have been paid in full.

7. FREIGHT AND RISK OF LOSS

Except as otherwise stated by Seller in writing, delivery of all Goods shall be F.O.B. (FCA) Seller's plant, with freight charges paid by Buyer. Buyer assumes all risk of loss to the Goods from the time they are delivered to a carrier. Any claim for loss or damage in transit shall be against the carrier only. Method and route of shipment are at the discretion of Seller unless Buyer specifies otherwise. Buyer's right to any freight deductions is conditioned on the surrender of original paid freight bills.

8. Seller may cancel any order in whole or in part if: (i) Buyer breaches any term or condition herein; (ii) any material representation made by Buyer to Seller proves to be false or misleading; (iii) Buyer is insolvent; (iv) a case naming Buyer as "debtor" is commenced under any chapter of the United States Bankruptcy Code; (v) Buyer makes an assignment for the benefit of creditors; (vi) a receiver or trustee is appointed for Buyer's property; or (vii) a formal or informal proceeding for the dissolution, liquidation or winding up of affairs of Buyer is commenced. In the event of any cancellation by Seller for any of the foregoing reasons, Seller shall have the rights, in addition to its other rights, to (a) refuse to deliver Goods and/or perform hereunder, and (b) be reimbursed by Buyer for Seller's expenses for labor, material and overhead incurred by Seller to date of cancellation, in accordance with Seller's standard charges therefor.

9. FORCE MAJEURE

Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing. Seller shall have no liability hereunder to Buyer or to anyone presenting claims through Buyer for any delays in delivery or any breach, failure or omission on the part of Seller if caused by any law, rule, regulation, order or ruling of any Federal, state, or local governmental authority; any labor disturbances, riot, fire, flood, accident, delay of common carrier, or act of God; Seller's inability to obtain supplies, raw materials, component parts or services through its regular and usual sources of supply; delays in shipments or deliveries caused by Seller's manufacturers and suppliers; or any other cause beyond Seller's control. Where delivery is to be in installments, delay in delivery of any installment shall not relieve Buyer of its obligations to accept subsequent deliveries.

10. DELAY IN DELIVERY

IN NO CASE SHALL SELLER BE LIABLE TO BUYER, OR TO ANYONE PRESENTING CLAIMS THROUGH BUYER, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM ANY DELAY IN DELIVERY, OR ANY OTHER BREACH, FAILURE OR OMISSION BY SELLER, REGARDLESS OF THE CAUSE OR NATURE OF SUCH DELAY, BREACH, FAILURE OR OMISSION, AND SELLER'S LIABILITY IN ANY SUCH EVENT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE GOODS SOLD BY SELLER TO BUYER WITH RESPECT TO WHICH ANY DAMAGES ARE CLAIMED.

General Terms and Conditions of Sale

JPS Interoperability Solutions, Inc. Commercial General Terms (Texas A&M version)

11. WARRANTY

Seller's Product(s), exclusive of software, will conform to Seller's then current drawings and specifications and be free from defects in material and workmanship under normal use for eighteen (18) months (unless another period is expressly provided in writing), beginning on the date the Product is delivered to the Buyer ("Warranty"). Seller reserves the right to repair and/or replace any Product with new and/or reconditioned parts, components, or units at Seller's sole discretion. Seller's sole obligation, and Buyer's exclusive remedy, for breach of the Warranty is for Seller, at its sole option, to repair or replace the Product, or refund Buyer's purchase price for the Product(s), in the form of credit, for any part of the Product which fails to meet the Warranty. Repairs and/or replacements shall be returned to the location designated by Seller (see #13 below), with a written explanation of failure. Replacement components are warranted for ninety (90) calendar days or for the remainder of the in effect Product Warranty period, whichever is greater.

The aforementioned Warranty shall not apply to Product(s):

- (i) used for purposes for which they are not designated or intended, (ii) which have been repaired or altered without Seller's prior written consent, (iii) which have been subjected to misuse, negligence, Acts of God, accident or improper maintenance or installation, or (iv) which, upon Seller's examination, do not disclose to Seller's satisfaction nonconformance to the Warranty provisions herein.

Cables are covered for the initial warranty period but shall not be included under extended warranties unless so expressly stated in writing.

Software, coterminous with the applicable Product Warranty period, shall function without material defect to Seller's then-current specifications for such and Seller's only obligation for any portion of the Software that is non-functioning is the correction or replacement of the Software at Seller's sole option. Notwithstanding the foregoing, Seller makes no guarantee as to the accuracy or operational capability of the Software.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller's products are sold with the understanding that Buyer will test them under actual conditions of use and be solely responsible to determine the suitability of the product for its intended use.

Unless otherwise expressly stated by JPS in writing, JPS warranty under these terms and conditions applies only to JPS manufactured, assembled, and/or brand name products. Third party products sold through JPS will only carry the warranty (if any) offered by the manufacturer of such products, pursuant to the written terms of any such warranty.

12. RETURNS

Claims for damage, shortage or errors in shipping must be reported within two (2) business days following delivery to Buyer.

Buyer shall have ten (10) days from the date Buyer receives Products to inspect such Products (or services) for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of Products. After said ten (10) day period, Buyer shall be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that such ten (10) day period is a reasonable amount of time for such inspection and revocation. Alternatively, during said ten (10) day period, upon notice and receipt of an RMA ("Returned Material Authorization") number, Buyer may return the Product for repair or replacement (at Seller's discretion), and such repair or replacement period shall not be counted as part of the Warranty duration. Notwithstanding the foregoing, and in all instances unless otherwise authorized in writing, SELLER WILL NOT ACCEPT PRODUCT WARRANTY OR NON-WARRANTY RETURNS FOR CREDIT.

SPECIALY FABRICATED OR ORDERED ITEMS, OR ANY ITEMS QUOTED OR SOLD AS NON-CANCELLABLE, NON-RETURNABLE, MAY NOT BE CANCELED OR RETURNED, AND NO REFUND WILL BE MADE.

Buyer will handle and be responsible for all warranty returns from its direct and indirect end users. Products obtained from Seller which do not comply with the Warranty, whether or not previously shipped to an end user on behalf of the Buyer, may only be returned to Seller by the Buyer during the applicable Warranty period for corrective action in conformance with the Warranty. Buyer shall bear all costs (e.g., freight and insurance) associated with returning non-conforming Product(s) to Seller. If Seller has provided Buyer with RMA number(s) to be used in returning non-conforming Products (covered by warranty) to Seller, Seller shall bear all costs associated with freight and insurance to return repaired or replaced Product(s) to Buyer's designated location. An RMA number must be provided by Seller to receive replacement product or repair.

Any damaged product must be returned in the original container (with original packaging). The original packaging must be shipped in an over pack to eliminate any further damage.

All costs associated with out of warranty Product returns will be borne by Buyer.

13. CONFIDENTIALITY

To the extent allowed by law, all information furnished by Seller and all information learned or observed about Seller or its operations through the parties' performance hereunder is confidential, and Buyer shall not disclose any such information to any other person or use such information for any purpose other than the fulfillment of its obligations hereunder without Seller's prior written consent.

14. INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provision herein, Seller (and its licensors or other suppliers, as applicable) retains (i) all

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JPS Interoperability Solutions, Inc. Commercial General Terms (Texas A&M version)

copyrights, patent rights, trade secret rights as well as any and all other proprietary rights in or to the Products, software, all documentation and other related materials, and all copies and derivative works thereof (by whomever produced), (ii) all service marks, trademarks, trade names or any other designations of Seller, and (iii) all title to, and, except as expressly licensed herein, all rights to the software components and portions of the Products.

15. PATENTS/COPYRIGHTS

Seller shall indemnify Buyer against a claim, limited to the value of an applicable order, that Product(s) directly infringe a U.S. patent or copyright, except for any claim based upon the combination of the Product(s) with other elements if such infringement would be avoided by the use of the Product alone, nor does the indemnity extend to any article of Buyer's design or formula or Products modified by Buyer and/or its customers. Buyer shall notify Seller promptly as to any known or reasonably suspected claims of infringement of any copyrights, patent rights other proprietary rights relating to the Products. Seller may, in its sole discretion, decide to take or not to take whatever course of action it deems appropriate in connection therewith. If Seller elects to protect or enforce such rights (whether identified by Buyer or otherwise) by taking legal action, Buyer agrees to provide reasonable cooperation at Seller's request and expense in connection with any such action. If Seller initiates and prosecutes any legal cause of action related to such infringement, all legal expenses (including court costs and attorneys' fees) shall be for Seller's account and Seller shall be entitled to all amounts awarded by way of judgment, settlement or compromise. Buyer warrants that the specifications and designs which it furnished (if any) to Seller are free from infringement of any patent, and Buyer will indemnify, defend and hold Seller harmless against any such claim which arises out of Seller's reliance on Buyer's specifications and/or design.

16. REVERSE ENGINEERING

Buyer agrees not to obtain information about the Equipment being purchased pursuant to this Agreement by cutting into, disassembling, inspecting the interiors of, or otherwise reverse engineering the Equipment; and Buyer further agrees not to use information obtained in such a manner to develop its own products. Buyer also agrees not to enable or assist others to so obtain or use such information. Nothing in this Paragraph shall be construed as preventing Buyer from developing and manufacturing its own products independently and without use of any such information.

17. INTENDED USE

The Buyer acknowledges that it uses the Equipment for business purposes and therefore agrees that all consumer protection terms implied by law shall not apply. The Buyer acknowledges that JPS products are designed to commercial industry specifications and are Commercial Off The Shelf products. Guidelines for use in industries or applications requiring other specifications are the responsibility of the Buyer and it is at the sole discretion of the

Buyer to use JPS products in environments outside the specifications of JPS products. Products are not intended for use in intrinsically safe environments (unless intrinsically safe equipment is specifically ordered and supplied and used in accordance with the supplied instructions).

18. ACCEPTANCE OF MERCHANDISE

The Goods described herein constitute a single commercial unit. The Goods shall be deemed accepted by Buyer when Buyer (i) notifies Seller of acceptance in writing, (ii) uses the Goods or permits use by others, (iii) remits payment for the Goods to Seller, or (iv) fails to notify Seller of rejection within ten (10) days after Buyer takes possession of the Goods.

19. DELIVERY DELAYS AND STORAGE

If any Goods are not shipped within 30 days after notification to Buyer that they are ready for shipment, for any reason beyond Seller's reasonable control, including Buyer's failure to give shipping instructions, Seller may terminate the order, or store such Goods at Buyer's risk in a warehouse or yard or upon Seller's premises and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates.

If Buyer causes or request a significant delay in shipment, Seller may, at its discretion, terminate the order without incurring any liability to Buyer.

20. NO WAIVER

Seller's failure to insist upon performance of any terms or condition set forth herein or to exercise any right hereunder on any one or more occasions shall not be deemed to be a waiver of such term, condition or rights, nor shall it be deemed to be a waiver of any other term, condition or right set forth herein.

21. PARTIES, ASSIGNMENT

As used herein, "Buyer" and "Seller" include their respective heirs, executors, personal representatives, successors and assigns. No right or interest arising under this document shall be assigned by Buyer and no delegation of any obligation owed by Buyer shall be made without the prior written permission of Seller.

22. RECIPROCAL WAIVER OF CLAIMS

Where the qualified anti-terrorism technologies ("QATT") has been deployed in defense against, response to or recovery from an act of terrorism as that latter term is defined under the U.S. Department of Homeland Securities' SAFETY Act, the Seller and Buyer of the QATT agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

23. NOTICE

Notice shall be deemed effective when received or refused, if sent to the other party at the address provided by the other party. Unless otherwise advised in writing the address to which any notice to the Seller should be sent is: JPS Interoperability Solutions, Inc., 5800 Departure Drive, Raleigh, NC 27616.

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24. EXPORT COMPLIANCE

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items shall be exported from the United States by Seller in accordance with the Export Administration Regulations. Buyer agrees that it will not divert, use, export or re-export such items contrary to United States law. Buyer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. Buyer expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

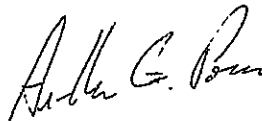
25. SUBSEQUENT ORDERS FROM BUYER

If Buyer submits subsequent orders for additional quantities of the products described herein (and whether such additional orders are at the same or a different price), such additional orders shall be subject to the terms and conditions contained herein. THE TERMS AND CONDITIONS SET FORTH HEREIN WILL GOVERN ALL REORDERS AND ADDITIONAL ORDERS FOR GOODS OF THE KIND DESCRIBED HEREIN. ANY TERMS OR CONDITIONS CONTAINED IN ANY REORDER OR ADDITIONAL ORDER WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THESE TERMS AND CONDITIONS WILL BE OF NO BINDING EFFECT AND ARE HEREBY REJECTED. Seller reserves the right to make changes in the design or specifications of any of its standard products at any time without notice to Buyer.

ACCEPTED & AGREED:


Signature

Travis Zamzow
Chief Financial Officer and Associate Director
Texas A&M Forest Service
Date:


Signature

Arthur Powers
Vice President & General Counsel
JPS Interoperability Solutions
Date:

VENDOR CONTRACT ADDENDUM

This addendum ("Addendum") amends and supplements the **General Terms and Conditions of Sale** ("Agreement") between **Texas A&M Forest Service**, a member of the Texas A&M University System ("A&M System") and an agency of the State of Texas ("MEMBER"), and **JPS Interoperability Solutions, Inc.**, ("PROVIDER"). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. MEMBER and PROVIDER may be individually referred to as "Party" or collectively referred to as "Parties." Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Prompt Pay. MEMBER's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

State Auditor's Office. PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Loss of Funding. Performance by MEMBER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, MEMBER will issue written notice to PROVIDER and MEMBER may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

Public Information. PROVIDER acknowledges that MEMBER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of

information required by applicable Texas law. Upon MEMBER's written request, and at no cost to MEMBER, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

Export Controls. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Termination. MEMBER may terminate this Agreement for no cause on thirty (30) days' written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against MEMBER under this Agreement.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to MEMBER or if canceled and/or terminated by MEMBER for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse MEMBER for all advance payments paid by MEMBER to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the MEMBER did not receive from PROVIDER prior to cancellation and/or termination.

Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent

in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prior Employment. PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of MEMBER that was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of MEMBER or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party,

except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's service to MEMBER. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System.

Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER.

Representations & Warranties. If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: **Texas A&M Forest Service**
200 Technology Way
College Station, TX 77845
Attention: Travis Lull
Phone: 979-458-7380
Email: travis.lull@tfs.tamu.edu

PROVIDER: **JPS Interoperability Solutions, Inc.**
5800 Departure Drive, Raleigh, NC 27616
Attention: Arthur Powers
Phone: 919 901 7265
Email: arthur.powers@jps.com

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located (Brazos County, Texas).

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on MEMBER's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Agreement constitutes or is intended to constitute a waiver of MEMBER's or the state's sovereign immunity.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

ACCEPTED & AGREED:

Texas A&M Forest Service

JPS Interoperability Solutions, Inc.



Name: TRAVIS L. ZAMZOW
Title: ASSOCIATE DIRECTOR OF FINANCE
Date: 02/07/2025



By: Arthur Powers
Name: Arthur Powers
Title: Vice President & General Counsel
Date: February 6, 2025