

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Email Archive Systems W/Backup And Disaster Recovery

CONTRACT NUMBER 1022516

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

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

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

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

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

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

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## Participation Fees

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

## Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

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

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

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

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

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

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

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

### **Smoking**

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

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

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

## **Legal obligations**

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

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

## **Force Majeure**

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



## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## **Scope of Services**

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

## **Project Delivery Order Procedures**

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

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

## **Scheduling of Projects**

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

## **Support Requirements**

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

## Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2608			Department Building
Fax	(866) 929-4402			
Bid Number	1022516	Department Building		Floor/Room
Title	Email Archive Systems w/backup and Disaster Recovery			Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	12/02/2015	Telephone	+1 (866) 839-8477	Email
Close Date	1/15/2016 3:00:00 PM CT	Fax	+1 (866) 839-8472	
Need by Date		Email	bids@tips-usa.com	

## Supplier Information

Company M&A Technology, Inc.  
 Address 2045 Chenault Dr.  
 Carrollton, TX 75006  
 Contact Debi Cooper  
 Department Sales  
 Building San Antonio  
 Floor/Room  
 Telephone 1 (888) 243-5092  
 Fax 1 ( )  
 Email dcooper@macomp.com  
 Submitted 1/14/2016 10:16:31 AM CT  
 Total \$0.00

Signature Donna Shepard

Email dshepard@macomp.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	<p>M&amp;A's focus is on providing complete solutions to its customers, from product selection to delivery, followed by excellent support. We work closely with our customers to understand their unique requirements and then build a support plan to provide complete customer satisfaction. To handle our customer's requirements, we manufacture our own line of Desktop PC's, Servers, and other IT products in our 68,000 square foot manufacturing facility in Carrollton, Texas.</p> <p>This enables us to control the customer's configuration and product life cycle. We have refined this customer-centric approach over the past 20 years to offer customer load management, asset tagging, customer specific configurations, quick turn product development, and extended product life cycles.</p> <p>These services are designed to reduce the total cost of ownership for school districts and government entities, increase end-user satisfaction, and enable our customer's to focus on their core business.</p>
6	Primary Contact Name	Primary Contact Name	Donna Shepard
7	Primary Contact Title	Primary Contact Title	Executive Vice President
8	Primary Contact Email	Primary Contact Email	dshepard@macomp.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002251452
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9724905813
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	

12	Secondary Contact Name	Secondary Contact Name	Debi Cooper
13	Secondary Contact Title	Secondary Contact Title	Director of Sales
14	Secondary Contact Email	Secondary Contact Email	dcooper@macomp.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8882435092
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2109465112
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Tom Garrett
19	Admin Fee Contact Email	Admin Fee Contact Email	dgarrett@macomp.cm
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002251452
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	9723876774
22	Purchase Order Contact Email	Purchase Order Contact Email	dshepard@macomp.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002251452
24	Company Website	Company Website (Format - www.company.com)	www.macomp.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2132118
26	Primary Address	Primary Address	2045 Chenault Drive
27	Primary Address City	Primary Address City	Carrollton
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75006
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Technology Solutions, computers, servers, laptops, printers, technology peripherals, technology services, technology project management, professional services, cluster computing, cloud services, web hosting, web services, content management, IT Services, VOIP, networking, virtual servers, disaster recovery, hosting ISO manufacturer, Education, Healthcare, Government, on-line catalog, Texas, Data Center
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes

33	Company Residence (City)	Vendor's principal place of business is in the city of?	Carrollton
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	30
44	Years Experience	Company years experience in this category?	30
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items	
Response Total:	\$0.00



## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: M&A Technology, Inc.

Mailing Address: 2045 Chenault Drive

City: Carrollton


State: Texas

Zip: 75006

Telephone Number: (800) 225-1452

Fax Number: (972) 490-5813

Email Address: dshepard@macomp.com

Authorized Signature: 

Printed Name: Donna Shepard

Position: Executive Vice President, Sales and Operations

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McNatt 2/25/16  
TIPS Authorized Signature Date

David Wayne Fitts 2/25/16  
Approved by Region VIII ESC Date

References
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**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Plano ISD	Plano	Texas	Mr. Dan Armstrong	469-752-8253
Richardson ISD	Richardson	Texas	Ms. Sandra Hayes	469-593-0722
Austin ISD	Austin	Texas	Mr. Jim Lax	512-414-9918
Lewisville ISD	Lewisville	Texas	Ms. Robin Jackson	972-350-1805



#### THE VALUE ADD

M&A Technology wishes to offer to The Interlocal Purchasing System (TIPS/TAPS) the following enhancements to our response:

- Volume discount pricing
  - Data Center Services
    - M&A has a data center located in our headquarters in Carrollton, Texas. M&A's Data Center is SAS70 certified, this ensures any data, applications, servers and other equipment are maintained according to the rigorous SAS70 procedures.
    - M & A will provide at a reduced price to The Interlocal Purchasing Systems (TIPS/TAPS) a private cloud. This cloud can be customized with logo and will include Moodle implementation.
  - Remote backup is being offered for The Interlocal Purchasing Systems (TIPS/TAPS) as part of this RFP for a reduced price .
  - Disaster Recovery Services
    - Currently M&A provides DR services to several districts. Critical Data servers are housed in the M&A Data Center accessed across their secure private 1GB connection. These servers are connected to a completely separate network utilizing private VLANS and other network security protocols. Hot site failover can take place via DNS switchover or if desired user can subscribe and or utilize enterprise load-balancing switch cluster for a seamless transition between primary site and DR site. Disaster Recovery will be provided at a reduced rate.
- M&A can tailor an employee purchase program from our on-line catalog [www.edubuyers.com](http://www.edubuyers.com)
- Purchases will be made on-line and delivered via UPS or FedEx.
- Summer help programs
  - Like any business M & A does employee students in the summer to help with installations. M & A will offer a fair and reasonable hourly wage. M & A also pays for these students to submit to Senate Bill 9 testing.





## COMPANY OVERVIEW AND PROFILE

### **M&A Technology, Inc. - A Company Focused on the Education Market**

M&A Technology is an ISO 9001-2008 Registered Technology Solutions Company focused on the education market. M&A Technology delivers total technology solutions, combined with installation, fulfillment, project management, maintenance and professional services to provide turnkey solutions and help clients gain control of their technology investments.

### **The M&A History**

Magdy Elwany founded M&A Technology in 1984 and began the company as a solutions provider of procurement and network services with a focus on the education market. Since that time, M&A Technology has achieved steady growth while improving the capabilities to meet the technology service requirements of its more than 600 school districts, OEM, and government clients.

With corporate headquarters and manufacturing facilities in Carrollton, Texas, M&A Technology employs over 150 people. M&A Technology achieved steady growth despite numerous negative economic pressures.

### **The M&A Value Proposition**

M&A Technology's focus is on providing complete solutions to our customers, from product selection to delivery, followed by excellent support. We work closely with our customers to understand their unique requirements and then build a support plan to provide complete customer satisfaction. To handle our customer's requirements we manufacture our own line of Desktop PC's, Servers, and other IT products in our 46,000 square foot manufacturing facility in Carrollton, Texas. This enables us to control the customer's configuration and product life cycle. We have refined this customer-centric approach over the past 20 years to offer customer load management, asset tagging, customer specific configurations, quick turn product development, and extended product life cycles. These services are designed to reduce the total cost of ownership for school districts and government entities, increase end-user satisfaction, and enable our customers to focus on their core business.

### **Our Valued Clients**

M&A Technology is pleased to provide references from some of our valued clients within this proposal.

### **Our Products and Services**

- Procurement and Provisioning Services
- Project Management Services
- Professional Services
- Technical Services
- Data Center Service Services
- Managed Data Center Services
- Network Security Services
- VDI and remote backup
- Break-Fix and Out-of-Warranty Services
- Installation Services
- Online Catalog

### **Our Certifications**

- ISO 9001-2008 Registered
- Intel Platinum Provider
- Microsoft OEM Platinum
- Microsoft Authorized Education Reseller
- Lexmark Authorized Reseller
- HP Authorized Reseller
- Fujitsu Authorized Distributor
- Private Cloud Services
- Toshiba Platinum Authorized Reseller
- Intel Authorized Integrator



## EXECUTIVE MANAGEMENT TEAM

M&A Technology's management team has over 200 years combined experience in the technology industry and over 80% of the current team has worked together for more than 20 years as a group. The team is highly skilled and understands the challenges and needs of the education market.

### **Magdy S. Elwany, Founder and CEO**

Magdy has over 30 years experience in electrical engineering with special expertise in digital design. Prior to M&A Technology, Magdy's work experience included Flexible Computer, Inc., Unisystems International, Singer Enterprises and Texas Instruments.

Magdy has a Master of Science in Electrical Engineering (MSEE) from Southern Methodist University in Dallas and a Bachelor of Science in Electrical Engineering (BSEE) from Alexandria University in Alexandria, Egypt.

### **Val Overbey, Chief Technology Officer**

Val has 30 years of experience in software from assembly language to C and 20 years of experience in the UNIX operating system and its variants. He has been a leader in the development of Web-based infrastructure for the education marketplace.

Having joined M&A Technology in 1993, Val is responsible for testing all systems and components for compatibility, interoperability and reliability.

### **Donna Shepard, Chief Operating Officer / Executive Vice President**

Donna has 25 years of experience in computer sales and support with over 22 years dedicated to the K-12 and higher education markets. Donna currently sits on both the Partner Advisory Council for Microsoft and the prestigious Intel Board of Advisors where her expertise and experience in the K-12 market helps guide Microsoft and Intel to solutions that help further their education goals. Currently Donna is involved with the Microsoft initiative Shape the Future <http://www.microsoft.com/publicsector/ww/programs/shape-the-future/Pages/index.aspx>.

In 2012 Donna received the Technology Star Award from Richardson ISD for her dedication to technology in the classroom. After attending the University of North Texas in Denton, Texas, Donna joined M&A Technology where she has been instrumental in developing the K-12 Higher Education Project Management model. Donna is responsible for the Sales and Operations departments for M&A Technology, Inc.

### **Stewart Hair, VP Business Operations and Sales**

Stewart is responsible for guiding the business operations and sales efforts at M&A Technology. Stewart is an IT Services industry executive with over 20 years of leadership experience at HP, EDS, MCI and Telestat. Prior to joining the IT Services industry, Stewart gained extensive business experience in the manufacturing and communications industries, overseeing day-to-day financial management while driving the exploitation of new technologies to improve corporate efficiency and profitability. He spent the last 14 years at CompUSA where he developed and supported the Dallas/Fort Worth market. He has extensive experience in technology sales and support with strong customer focus.



## **EXECUTIVE SUMMARY**

### **The Unique Benefits of a Relationship with M&A Technology**

- A financially stable, private company with a proven track record of meeting and exceeding client requirements with a high level quality in PC systems and support for the past 29 years.
- M&A Technology's project management rollout model is legendary in the education and government markets and provides us with a distinct differentiation from our competitors and provides complete satisfaction to all of our clients.
- Aggressive pricing and outstanding value on all products and services provided.
- M&A Technology's Account Management team and support from Executive Management ensures that the proper resources are available at all times utilizing a "best practices" library of M&A Technology's largest clients.
- The comprehensive ISO 9001-2008 Registered for commitment to quality and continuous improvement.
- Texas based manufacturing facility with capacity to produce 500,000 desktops yearly. Current volume is 160,000 computers per year.
- Client references such as Plano (TX) ISD, Richardson ISD (TX), Austin ISD (TX), Edgewood ISD (TX) , Poteet ISD (TX), who have selected M&A Technology as their technology partner, continue to award projects to M&A Technology and more importantly, are continually satisfied with M&A Technology's exceptional performance. This brings a level of confidence to our clients.
- M&A Technology's standing and cooperative relationships and certifications from leading global technology companies.
- An executive management team with years of vast and diverse experience in the computer, networking and telecommunications fields.
- A company that listens to its valued clients and is extremely flexible with the ability to adapt for quick response to a customer's specific needs and expectations.
- M&A Technology will demonstrate its ability to provide the highest level of service by fulfilling the commitments in this proposal.
- By selecting M&A Technology as its technology provider, you will gain the benefits of a strong, financially stable, reliable technical resource with the highest levels of support in the marketplace.



## WHY CHOOSE M&A TECHNOLOGY

- **We're established.** When clients choose M&A Technology, they chose a financially stable, private company with a proven track record of 30 years in meeting and exceeding client expectations with business driven technology solutions
- **We believe in relationships.** Clients like the Austin ISD, Richardson ISD and Plano Independent School District chose M&A Technology based on its complete technology solution offerings, its legendary customer service, project management, and the trust in a long term relationship with a growing company
- **We're accountable.** Clients in the government, commercial, education and OEM segments appreciate the value of a single, accountable technology solution provider to deliver today's hottest technologies covering everything from desktops to wireless to remote management to e-services and beyond we don't point fingers we just provide solutions
- **We have important friends.** When clients choose M&A Technology, they gain the intellectual property of our most valued partners like Intel, Microsoft, Apple, Asus, HP and Dell
- **We're determined.** When clients choose M&A Technology, they are supported by a client support and executive management team with a laser focus on outstanding customer service and a "whatever it takes" attitude. Clients gain a team that is extremely entrepreneurial, listens, and is flexible to respond to the ever changing needs of our clients and our industry
- **We're certified.** When clients choose M&A Technology as their technology partner, they gain the reassurance and peace of mind that comes with an ISO 9001- 2008 Registered company committed to quality and continuous business process improvement
- **We believe in service.** We provide the highest level of service in Texas. We'll be your company's single point of accountability for all its technology needs and you can focus on ***your*** core business

***THE CHOICE IS CLEAR:***

***CHOOSE M&A TECHNOLOGY***



## **Warranty Service for TIPS Email Archive Systems w/Backup and Disaster Recovery**

M&A Technology, Inc. (hereinafter, ***Serverphase.com***, a wholly owned subsidiary of M&A Technology, Inc.) will provide a parts and labor depot warranty on all hardware supplied to the TIPS program for a period of three years from the date of delivery. M&A Technology will work with the TIPS to provide the best warranty options that will meet the needs of the End Users Customers.

### **Technical Support** (available 24x7x365)

Please use our online ticket system\*

[knowledge base](#) and [hosting resources](#).

### **Telephone Support**

1-877-387-6771 U.S.

+1-972-233-3202 International

### **Online Support**

support@serverphase.com

\* In order to provide efficient response times to billing, sales, and technical requests, we ask our customers to use our online ticket system to submit any account related questions. The ticket system will ask detailed questions regarding the topic you choose to enable our customer service representatives to answer your questions completely and efficiently.



## **Terms of Service and Acceptable Usage**

*You are responsible for abiding by the rules set forth in the paragraphs below. Any violation of the terms set forth below, may, at Serverphase.com sole discretion, result in immediate suspension and/or termination of all services currently being provided.*

As a Web Hosting Provider ("WHP"), we offer our customers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. We also want our customers to be fully informed of their rights and obligations-and ours-in connection with their use of the Internet.

The fundamental fact about the Internet is that no one-neither us, nor anyone else-owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When customers obtain information through the Internet, they must keep in mind that we cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that customers may acquire. For this reason, the customer must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because we cannot monitor and censor the Internet, and will not attempt to do so, we cannot accept any responsibility for injury to our customers that results from inaccurate, unsuitable or offensive Internet communications.

When customers disseminate information through the Internet, they also must keep in mind that we do not review, edit, censor or take responsibility for any information our customers may create. This places on customers what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over our facilities and may reach a large number of people, including both customers and non-customers of ours, customers' postings to the Internet may affect other customers and may harm our goodwill business reputation and operations. For these reasons, customers violate our Terms of Service when they, their affiliates or subsidiaries engage in the following activities:

**Adult Sites/Unacceptable Content** – Pornography and pornographic related merchandising are prohibited under all Serverphase.com, Inc. services. This includes sites that include links to pornographic content elsewhere. Further examples of unacceptable content or links include pirated software, "hacker" programs, and archives of "Warez Sites", game rooms or MUDs, IRC Bots, Egg Drop programs, any kind of illegal software or shareware. In addition, sites offering online gambling, casino functionality, sportsbook betting (including offshore), and Internet lotteries are prohibited. **Copyright Violation** – Engaging in activity that infringes or misappropriate the Intellectual Property rights of third parties, including copyrights, trademarks, service marks, trade secrets,

software piracy and patents and other similar rights held by third parties shall result in termination of all "subscribers" privileges on the "Serverphase.com" system.

**How to claim a copyright infringement:**

Pursuant to 17 U.S.C. 512(c) (2), all notifications of claimed copyright infringement on the "Serverphase.com" system or Web sites should be sent to our Network Administrator at [copyright@serverphase.com](mailto:copyright@serverphase.com) and shall include the following information:

A: A physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf.

B: Identification of the copyrighted work(s) claimed to have been infringed.

C: Identification of the material claimed to infringe the copyright(s), reasonably sufficient to enable "Serverphase.com, Inc." to locate the material in order to remove the material or disable access.

D: Information reasonably sufficient to allow "Serverphase.com, Inc." to contact the complaining party (including name, address, phone number, and e-mail address)

E: Statement that the complaining Claimant has a "good faith belief that use of the material in the manner complained of is not authorized by the copyright (holder), its agent or the law."

F: Statement that the information in the notice is accurate, and under PENALTY OF PERJURY, that the complaining party is authorized to act on behalf of the copyright owner.

NOTE; UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY Serverphase.com, INC., OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OR A MISREPRESENTATION. IN ADDITION, YOU MAY ALSO BE SUBJECT TO CRIMINAL CHARGES FOR PERJURY, IN ACCORDANCE WITH APPLICABLE LAW. Serverphase.com, INC. PROSECUTES TO THE FULL EXTENT ALLOWABLE BY LAW.

**Customer Support** – Serverphase.com, Inc. promotes a mutually professional relationship with its customers. Obscene, abusive, threatening or otherwise harassing communications with agents of Serverphase.com, via telephone, e-mail, online chat or other means will result in immediate account termination notwithstanding any other Terms of Service. Violation of this provision will result in refund ineligibility

**Defamation** -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against the WHP whose facilities were used to distribute

the defamatory material. **Distribution and/or Transmission of Obscene or Indecent Speech or Materials** -- Violation of indecency and obscenity laws can result in criminal penalties. **Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities** -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.

**DNS Transfers** – By registering a domain name through Serverphase.com, Inc., the Customer is establishing a relationship with Tucows, Inc. separate from the Company and this Agreement. Serverphase.com, Inc. is the domain name hosting business. All customer accounts are setup with the understanding that the Customer will transfer authoritative DNS control of the domain hosted with us, i.e., Serverphase.com, Inc. requires the Customer to update the domain name registration of any domain hosted to the appropriate name servers. Serverphase.com, Inc. does not provide extended access to its network through non-authoritative DNS means for any purpose other than initial account setup. Third-level domains are provided for thirty (30) days after account creation and may not be used as a primary means to access to an assigned web space

**Export Control Violations** -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.

**Illegal/Unauthorized Access to Other Computers or Networks** -- The illegal or unauthorized accessing (often known as "hacking" of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.

**Image Repository** -- The WHP services are not to be used as a software/image repository. This means you cannot use your account to store images that are pulled from another website. An example of this would be storing images to be pulled from an eBay auction site.

**Software/Script Support** – Customer acknowledges that Serverphase.com, Inc. cannot provide technical support for any software and/or script that the Customer installs, other than variable name changes. Customer also acknowledges that Serverphase.com, Inc. does not supply technical support for Microsoft FrontPage, other than initial configuration. Serverphase.com, Inc. supplies technical support for web hosting issues only. Serverphase.com, Inc. shall be the sole arbiter as to what constitutes a "web hosting" issue.

**Spamming** -- Unsolicited, commercial mass e-mails (known as "spamming") is a strongly disfavored practice among Internet uses and web hosting providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward us, but also because it can overload our equipment and disrupt service to our customers. This includes listing a hosted domain in any unsolicited e-mail.

**Unmetered Data Transfer** – Serverphase.com, Inc. provides the 500 MB of space and unlimited transfer in good faith to our Customers so that they may create their websites without the fear of running over their web space or web traffic allocation. While most Customers will use the extra web space and traffic for their legitimate web site needs, we recognize that others may try to take advantage of our offer and use the space and traffic in ways for which it is not intended. If at any time the Customer's website generates enough bandwidth usage to affect the performance of the other customer sites on the server, Serverphase.com, Inc. reserves the full right to terminate the Customer's domain without refund.

Whether lawful or unlawful, that we may determine to be harmful to our customers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet. ***Any violations of this agreement will result in refund ineligibility.***

As we have pointed out, the responsibility for avoiding the harmful activities just described rests with our customers. We will not, as an ordinary practice, monitor the communications of our customers to ensure that they comply with our policy or applicable law. When we become aware of harmful communications, however, we may take any of a variety of actions. We may remove information that violates our policies, implement screening software designed to block offending transmissions, or take any other action we deem appropriate, including termination of a customer's account with us.

We also are aware that many of our customers are, themselves, providers of web hosting services, and that information reaching our facilities from those customers may have been originated by customers of those customers or other third parties. We do not require our customers who offer webhosting services to monitor or censor transmissions created by customers of its customers. At the same time, customers who knowingly transmit materials that violate law or our policy are, themselves, in violation of our policy. Similarly, we anticipate that customers who offer web hosting services will cooperate with us in any correction action that we deem necessary, in order to correct and prevent the transmission of material that is harmful to us or our customers. Failure to cooperate with such corrective and preventive measures is a violation of our policy.

We also are concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, we urge our customers to assume that all of their on-line communications are insecure.

We cannot take any responsibility for the security of communications transmitted over our facilities. We will comply fully, however, with all applicable laws concerning the [privacy](#) of our customers' on-line communications. In particular, we will not intentionally monitor or disclose any private electronic mail message sent or received by our customers unless require to do so by law. We may, however, monitor our service

electronically to determine that our facilities are operating satisfactorily. Also, we may be required to disclose information transmitted through our facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, we may disclose information transmitted over our facilities where necessary to protect us and our customers from harm, or where such disclosure is necessary to proper operation of the system.

We are not responsible for loss of customer content due to server or hardware failure. We do, however, backup our systems daily, but cannot guarantee the content is up-to-date. It is the customer's responsibility to have a full backup of their site.

We expect that our customers who provide webhosting services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A customer's failure to comply with those laws will violate our Terms of Service.

Upon becoming a customer of Serverphase.com., you agree to indemnify, defend, and hold harmless Serverphase.com, Inc., its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including actual attorneys' fees, to the extent that such action is based upon a claim that.

- (i) If true, would constitute a breach of any of Serverphase.com Terms of Service;
- (ii) Arises out of your negligence or willful misconduct, or the negligence or willful misconduct of your employees or agents; or
- (iii) Any of the content or material on your website(s) infringes or violates any laws or rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

**DISCLAIMER OF WARRANTY:** Serverphase.com MAKES NO WARRANTIES HEREUNDER, AND Serverphase.com EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:** Serverphase.com SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMERS' WEBSITES OR DATA FILES, PROGRAMS OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. Serverphase.com SHALL HAVE NO LIABILITY WITH RESPECT TO Serverphase.com OBLIGATIONS UNDER THESE TERMS OF SERVICE OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF Serverphase.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, LIABILITY OF Serverphase.com TO ANY CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL

BE LIMITED TO THE AMOUNT ACTUALLY PAID TO Serverphase.com BY THE CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

By agreeing to these Terms of Service and becoming a customer of Serverphase.com, you also accept and agree to Serverphase.com Billing Policies and warrant and represent that you will adhere to same.

These Terms of Service and your customer relationship with Serverphase.com shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to these Terms of Service or your customer relationship with Serverphase.com shall be in an appropriate state or federal court located in the State of Texas.

We hope these Terms of Service are helpful in clarifying the obligations of Internet users, including us and our customers, as responsible members of the Internet.

We reserve the right to permanently discontinue service at any time, without notice, should you be found in violation of our aforementioned Terms of Service.

Serverphase.com reserves the right to modify these Terms of Service at its discretion. Any changes to these Terms of Service will be posted on the Serverphase.com website under Terms of Service. By remaining a customer of Serverphase.com, you agree to any such changes or revisions to these Terms of Service.

**Note:** You are not permitted to have any commercially available software, fixes, patches or electronic media (ex. MP3s, AVI, WAVE, etc.) for download on your site. **No download sites.** We reserve the right - at any time, to terminate service if we find that you have violated this Terms of Service. Additionally, should you be found to be in violation of any licensing agreements currently in place, we reserve the right to permanently terminate your service without refund.

Complaints about violators of our policies should be referred to [abuse@serverphase.com](mailto:abuse@serverphase.com). Each complaint will be investigated.





# Minority Business Enterprise Certification

**M & A Technology, Inc.**

Minority Business Enterprise

has filed with the Agency an Affidavit as defined by NCTIRCA M/WBE Policies & Procedures and is hereby  
certified to provide service(s) in the following areas:

443120; 541511; 511210; 541512; 334112; 334413;  
Computer and Software Stores; Custom Computer Programming Services; Software  
Publishers; Computer Design Services; Computer Storage Device Manufacturing;  
Semiconductor and Related Device Manufacturing;

This Certification commences December 2014 and supersedes any registration or listing  
previously issued. This certification must be updated every two years by submission of an Annual Update  
Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be  
made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: December, 20 16

Issued Date: December, 20 14

CERTIFICATION NO. BMMB63837Y1216

  
Certification Administrator



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	<b>1752132118600</b>
File/Vendor Number:	<b>052457</b>
Approval Date:	<b>05-JAN-2016</b>
Scheduled Expiration Date:	<b>05-JAN-2020</b>

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**M&A TECHNOLOGY, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 08-JAN-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



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

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

☐ YES or ☒ NO

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

☒ YES or ☐ NO

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

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

(b) Affirmative steps must include:

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

Company Name M&A Technology, Inc.

Name of authorized representative Donna Shepard

Signature of authorized representative 

Date 01/11/2016

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

**Vendor Name:** M&A Technology, Inc.

**Vendor Address:** 2045 Chenault Drive

**Vendor E-mail Address:** dshepard@macomp.com

**Vendor Telephone:** 800-225-1452

**Authorized Company Official's Name:** Donna Shepard

**Signature of Company Official:** 

**Date:** 01/14/2016

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## 2 CFR PART 200 Contract Provisions

### Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

#### Appendix II to Part 200

#### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards


#### 2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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

**Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

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



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Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

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

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

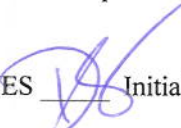
**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a



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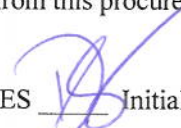
small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

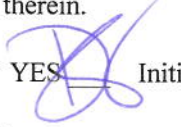
**Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES  Initial of Authorized Company Official

**Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

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Does vendor certify to the provisions in Federal Rule (9) above? YES DS Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES DS Initial of Authorized Company Official

**Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES DS Initial of Authorized Company Official

Company Name M&A Technology, Inc.

Print name of authorized representative Donna Shepard

Signature of authorized representative DS

Date 01/14/2016

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.