

VENDOR CONTRACT

Between MicroReplay, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

**COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS
#02062515**

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 vendor(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

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 Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

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:

- o Providing material that does not meet the specifications of the contract;
- o Providing work and/or material that was not awarded under the contract;
- o Failing to adequately perform the services set forth in the scope of work and specifications;
- o Failing to complete required work or furnish required materials within a reasonable amount of time;
- o 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
- o 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 02062515". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

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 1st 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.
-

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:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|--|---------------------|---|---------------------|
| Bid Creator | Mr. David Mabe National Coordinator | Address | Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 | Address |
| Email | david.mabe@tips-usa.com | Contact | Mrs. Kim Thompson Coordinator of Office Operations | Contact |
| Phone | +1 (903) 243-4759 | Department | | Department |
| Fax | +1 (866) 749-6674 | Building | | Building |
| Bid Number | 02062515 | Floor/Room | | Floor/Room |
| Title | Computers, Equipment, Components and Peripherals | Telephone | +1 (866) 839-8477 | Telephone |
| Bid Type | RFP | Fax | +1 (866) 929-4402 | Fax |
| Issue Date | 04/02/2015 | Email | bids@tips-usa.com | Email |
| Close Date | 5/15/2015 3:00:00 PM CT | | | |
| Need by Date | | | | |

Supplier Information

Company MicroReplay, Inc
 Address 6A Dunham Road
 Billerica, MA 01821

Contact
 Department
 Building
 Floor/Room

Telephone 1 (978) 2621340
 Fax 1 (978) 2347095
 Email

Submitted 5/15/2015 10:33:32 AM CT
 Total \$0.00

Signature Charles Kouyoumjian

Email charles@microreplay.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. | No |
| 3 | Yes - No | Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder? | No |
| 4 | Company Residence (City) | Vendor's principal place of business is in the city of? | Billerica |
| 5 | Company Residence (State) | Vendor's principal place of business is in the state of? | Massachusetts |
| 6 | Felony Conviction Notice: | (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9) | (No Response Required) |
| 7 | Yes - No | A publicly held corporation; therefore, this reporting requirement is not applicable? | No |
| 8 | Yes - No | Is not owned or operated by anyone who has been convicted of a felony? | No |
| 9 | 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 |
| 10 | Pricing Information: | Pricing information section. (Questions 11 - 14) | (No Response Required) |
| 11 | 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. | No |
| 12 | Yes - No | Pricing submitted includes the 2% TIPS participation fee? | Yes |
| 13 | Yes - No | Vendor agrees to remit to TIPS the required 2% participation fee? | Yes |
| 14 | Yes - No | Additional discounts to TIPS members for bulk quantities or scope of work? | No |
| 15 | Start Time | Average start time after receipt of customer order is ____ working days? | 1 |
| 16 | Years Experience | Company years experience in this category? | 10 |
| 17 | Yes - No | The Vendor can provide services and/or products to all 50 US States? | Yes |
| 18 | States Served: | If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX) | |

| | | | |
|----|-------------------------------------|--|--|
| 19 | 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.) | MacBook spare parts MacBook motherboard repairs Genuine Apple batteries MacBook Liquid spill repairs MacBook Peripherals |
| 20 | 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 |
| 21 | Primary Contact Name | Primary Contact Name | Charles Kouyoumjian |
| 22 | Primary Contact Title | Primary Contact Title | Sales |
| 23 | Primary Contact Email | Primary Contact Email | sales@microreplay.com |
| 24 | Primary Contact Phone | Primary Contact Phone - Format (xxx) xxx-xxxx | 978-262-1340 |
| 25 | Primary Contact Fax | Primary Contact Fax - Format (xxx) xxx-xxxx | 978-234-7095 |
| 26 | Primary Contact Mobile | Primary Contact Mobile- Format (xxx) xxx-xxxx | 978-262-1340 |
| 27 | Secondary Contact Name | Secondary Contact Name | Rob King |
| 28 | Secondary Contact Title | Secondary Contact Title | Sales |
| 29 | Secondary Contact Email | Secondary Contact Email | rob@microreplay.com |
| 30 | Secondary Contact Phone | Secondary Contact Phone - Format (xxx) xxx-xxxx | 978-262-1340 |
| 31 | Secondary Contact Fax | Secondary Contact Fax - Format (xxx) xxx-xxxx | 978-234-7095 |
| 32 | Secondary Contact Mobile | Secondary Contact Mobile - Format (xxx) xxx-xxxx | 978-262-1340 |
| 33 | 2% Contact Name | 2% Contact Name | Charles Kouyoumjian |
| 34 | 2% Contact Email | 2% Contact Email | charles@microreplay.com |
| 35 | 2% Contact Phone | 2% Contact Phone - Format (xxx) xxx-xxxx | 978-262-1340 |
| 36 | Purchase Order Contact: | This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39) | (No Response Required) |
| 37 | Purchase Order Contact Name | Purchase Order Contact Name | Charles Kouyoumjian |
| 38 | Purchase Order Contact Email | Purchase Order Contact Email | charles@microreplay.com |
| 39 | Purchase Order Contact Phone | Purchase Order Contact Phone - Format (xxx) xxx-xxxx | 978-262-1340 |
| 40 | Company Website | Company Website | www.microreplay.com |
| 41 | Federal ID Number: | Federal ID Number also known as the Employer Identification Number. | 254954584 |
| 42 | Primary Address | Primary Address | 6A Dunham Road |
| 43 | Primary Address City | Primary Address City | Billerica |
| 44 | Primary Address State | Primary Address State | Massachusetts |
| 45 | Primary Address Zip | Primary Address Zip | 01821 |

46 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.)

macbook repair, macbook parts, macbook motherboards, batteries, liquid spill repair,

47 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 Funds Over \$100,000 Certification 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.) No

Line Items

Response Total: \$0.00

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES

NO



Signature of Authorized Company Official

5/12/15

Date

Joe Koumpantian

Printed Name of Authorized Company Official

Micro Replay Inc

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES JK Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

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 \$100,000.00. 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.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES JK Initial of Authorized Company Official

Certification Regarding Lobbying

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

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

\$10,000 and not more than \$100,000 for each such failure.

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "disclosure Form to Report Lobbying," in accordance with its instructions.

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

Micro Reply Inc
Name of Organization

6A Dunham Rd Ballerica, MA 01821
Address of Organization

Joe Karpurjian President
Name / Title of Submitting Official

[Signature]
Signature of Submitting Official

5/12/15
Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member 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 JL 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 Member, TIPS Member 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 Member 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. 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 JL Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES JL Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES JK Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES JW Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES JW Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) 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 (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES JK Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES JK Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES JK Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

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 \$100,000.00. 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.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

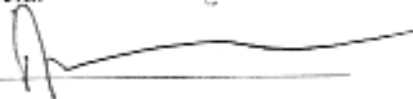
Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO SM Initial of Authorized Company Official

YES ___ Initial of Authorized Company Official

Company Official:


Joe Kaganja 

Company:

MeruReply

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: MicroReplay, Inc
Mailing Address: 60A Dunham Rd
City: Billerica
State: MA
Zip: 01821
Telephone Number: 978 262 1340
Fax Number: 978 234 7095
Email Address: Sales@microreplay.com
Authorized Signature: 
Printed Name: Joe Kouyoumjian
Position: President

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 McNat 6-25-15
TIPS Authorized Signature Date

David Wayne Fitts 6-25-15
Approved by Region VIII ESC Date

| |
|------------|
| References |
|------------|

**** 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 |
|-----------------------------|--------------|-------|--------------|---------------|
| Cocalico School District | Denver | PA | Theresa | 717-336-1413 |
| St. Josephs School District | Saint Joseph | MO | Valerie Sohm | 816-671-4390 |
| Bloomington Public Schools | Bloomington | MN | Larry Waege | 952-681-6475 |

MicroReplay Warranty

Products which are not covered by the manufacturer's warranty are covered by our One (1) Year Limited Warranty, which is described below.

MicroReplay Limited Warranty

MicroReplay, Inc. (the "Company") warrants that this product or these products (the "Product") will be free from defects in materials and workmanship for a period of one year from the date of original purchase or repair (the "Warranty Term"), as specified on the shipment invoice. In the event of a defect in materials or workmanship during the Warranty Term, the Company will, at its sole option and discretion, repair or replace this product with new or refurbished parts or equivalent product, free of charge in the contiguous United States of America and Alaska and Hawaii. In the event that the company determines, at its sole option and discretion, that repair or replacement is not feasible, practicable or timely, the company may refund the original purchase price, minus any shipping and handling charges.

DISCLAIMER

ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE HEREBY DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE CUSTOMER.

IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE. IN NO EVENT WILL THE COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO (1) DAMAGE TO, OR LOSS, OR CORRUPTION OF, CUSTOMER'S RECORDS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, OR (2) ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY, CONTRACT TORT OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT AND/OR THE ENCLOSED INFORMATION.

EXCLUSIONS

The following are not covered by this limited warranty. (1) Service made necessary by accident, misuse, abuse, neglect, improper installation, or improper maintenance. (2) Replacement of missing parts, the provision of retrofits, or preventative maintenance. (3) Replacement or fixes of software. (4) Repair of damage that the result of normal wear and tear, such as scratches and dents, and scratched, faded or discolored key caps. (5) Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software, power failures, surges or shortages, lightning, or repairs by person other than those designated or authorized by the Company. (6) Service made necessary due to the use of incompatible third party products. (7) Service of product on which the manufacturer logo, label, rating label or serial number have been defaced or removed. (8) On-site service and repair of the product. (9) Service made necessary by unauthorized modifications to the product. (10) Service made necessary due to the product being dropped, crushed or stepped on. (11) Service made necessary due to liquid spills

MicroReplay



VINTAGE PARTS

Apple no longer supplies parts for most white MacBooks as well as many of the original MacBook Pro 15 and 17" models. Depending on the application, these units still have years of useful life left in them. Don't spend \$1000 to buy a new laptop for lack of a \$50 part. We can help you keep these Vintage MacBooks up and running.

REFERRAL PROGRAM

Only handle in warranty repairs? Don't fix hardware problems? Just give your customer one of our customized liquid spill repair brochures and we will deal with them directly. We will even extend your discounted pricing and give priority service.

MicroReplay

CONTACT US

6A Dunham Road, Billerica, MA 01821

Phone: 978-262-1340

Fax: 978-262-1344

Email: sales@microreplay.com

www.microreplay.com



MicroReplay

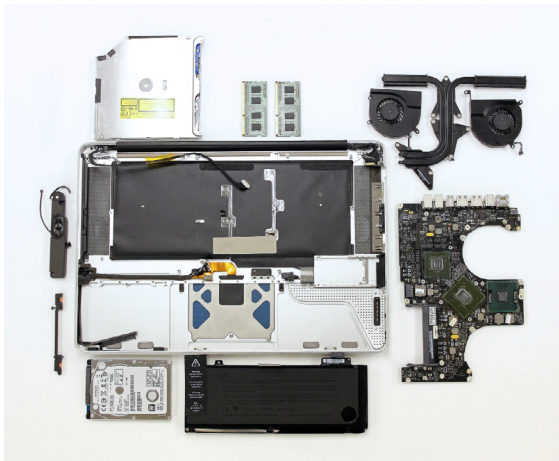
TAKE A BITE OUT OF EXPENSIVE APPLE PARTS



We Can Help

SPARE PARTS

We stock a full range of hard-to-find, custom parts - everything from logic boards and electronics, to case parts, keyboards, display hinges and LCDs. We maintain an extensive inventory of the most commonly used MacBook parts.



GENUINE APPLE BATTERIES AND ADAPTERS

Don't take chances with 3rd party "compatible" batteries or counterfeit power adapters. We supply brand new MagSafe power adapters and genuine apple batteries at a substantial savings over GSX (Apple's wholesale pricing). Even better, we back them up with a 1 year warranty, four times longer than Apple.



LIQUID SPILL AND ACCIDENTAL DAMAGE REPAIR

Accidents are bad enough, and Apple adds to the pain with expensive repairs - typically \$1,240 for a 15-inch laptop. It's their way to encourage owners to buy new.

But with our sophisticated equipment and high-quality parts, MicroReplay slashes repair costs for liquid- and shock-damaged devices. We even offer a one year warranty - just like it was new.

MACBOOK LOGIC BOARDS

With Apple charging up to \$1200 for a replacement logic board, many Mac owners forego repairs and elect to buy new. But now you can offer them an alternative. We have logic boards available with a 1 year warranty - four times longer than Apple.

