Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict 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. Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name:	Compugen Finance, a wholly owned subsidiary of Compugen Inc.			
Mailing Address:	100 Via Renzo Drive			
City/State/Zip:	Richmond Hill, Ontario L4S 0B8			
Telephone No.:	905-707-2000 or 1-800-387-5045			
Fax No.:	905-707-1944			
E-mail address:	sglover@compugen.com			
Authorized signature	:	Mu		
Printed name:		Steve Glover		
Position with company:		Senior Vice President		
EMAIL FOR ALL PO's WILL BE SENT		cfisales@compugen.com		
Person Responsible for PROCESSING PO's		Karim Bazara - KBazara@compugen.com		

Company Website www.compugen.com/edu

Telephone to Contact the PO Person

It is very important that if the PO person changes that TIPS is notified immediately.

1-800-387-5045 x 5913

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. 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.

TIPS Authorized Signature Date 1-22-15

Approved by Region VIII ESC Date



Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities 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 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 address/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 faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, 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:

- (x) We take no exceptions/deviations to the general and 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 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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

Vendor Profile

1.1	Minority/Women Business Enterprise (Required by some participating governmental entities)				
	Vendor certifies that his firm is a HUB and/or M/WBE \Box Yes (If yes, vendor must provide certificate in Section 7 (Certificates)	⊠No			
1.2.	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder. ☐ Yes	⊠No			
Vendo	r's principal place of business is in the city of Richmond Hill State, F	Province of Ontario			
My fire	relony Conviction Notice (Required by the State of Texas) m is, as outlined in the Instructions to Bidders: A publicly held corporation; therefore, this reporting requirem Is not owned or operated by anyone who has been convicted Is owned or operated by the following individual(s) who has/h a felony:	of a felony.			
	e 3rd box is checked, a detailed explanation of the names and conv ched.	ictions must be			
1.4. 1.4.1.	Pricing Information In addition to the typical unit pricing furnished herein, the Vendor current and future products at prices that are proportionate to De ⊠Yes □No If answer is no, attach a statement detailing how pricing for TIPS p	ealer Pricing.			
1.4.3.	calculated. Pricing submitted includes the 2% TIPS participation fee. Vendor agrees to remit to TIPS the required 2% participation fee. Additional discounts to TIPS members for bulk quantities?	⊠Yes □No ⊠Yes □No ⊠Yes □No			
□Mar □Aut ⊠Valu	Vendor Service Average shipping time after receipt of customer order is 14 working which description best describes your company's position in the confidence of the confidence of the confidence of the company of the company experience in this category. Average shipping time after receipt of customer order is 14 working thrust of the company experience in this category. Certified education/government of the company experience in this category. Average shipping time after receipt of customer order is 14 working thrust of the customer order is 14 working thrust of thrust order is 14 working thrust order is 14 working t	distribution channel? reseller			

The Vendor can provide services and/or products to all 50 US States? \boxtimes Yes \square No If answer is no, please list which states can be served

Prices are gu	uaranteed for: (Standar	d Term is "Term o	of Contract") Term selected will affect	ct
		scoring.		
_		Year(s); or	Term of Contract	

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

Compugen Inc. is one of the largest privately owned IT solution providers in North America. We have been in business for more than 30 years, and generate annual revenues exceeding \$440 million. Compugen Finance Inc. (CFI) is the leasing arm of Compugen Inc. that supplies Schools in North America with high quality off-Lease computers and peripherals at competitive prices.

CFI has a continuous inventory of off-lease equipment being returned from its enterprise leasing customers giving us a competitive advantage over other vendors selling refurbished computers. This steady supply of refurbished systems is made available for our Education industry customers. Our inventory is made up of high-quality, reliable systems that go through our stringent, ISO 9001:2008 certified refurbishment process, thus ensuring that you receive a best-in-class refurbished computer system.

Our industry-leading warranty is one of the many things that differentiate us from the competition. We are the only major refurbished computer seller in North America that is a warranty provider for all tier-one PC manufacturers. Companies such as Dell, HP, Lenovo and Toshiba have granted Compugen official "warranty service provider" status.

Compugen Finance is making a difference in the refurbished computer industry by supplying more-reliable systems at a competitive price, backed by a knowledgeable team of highly skilled service technicians.

All sales calls will be directed to the two individual vendor contacts listed BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Secondary Contact:

Name:

Chris Chin-Sue

Title:

Account Executive

Email:

cchin-sue@compugen.com

Phone: Fax:

1-800-387-5045 Ext 5653

Mobile:

647.865.2740

905.707.1944

Mobile:

Name:

Title:

Email:

Phone:

Fax:

905.707.1944

Account Executive

atifkhan@compugen.com

1-800-387-5045 Ext 8625

Atif Khan

647.295.2843

Administrative Fee REPORTING TO TIPS - You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person:

Linn Reiger

Email:

LRieger@compugen.com

Telephone:

1-800-387-5045 Ext 6919

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. Words to be included in the Search Engine for my Company (Limit 500 words):

Refurbished Computers

Refurbished Laptops

Refurbished Desktops

Dell Laptops

Lenovo Laptops

HP Laptops

Toshiba Laptops

Dell Desktops

HP Desktops

Lenovo Desktops

17" LCD Monitors

19" LCD Monitors



References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities). In addition to the name of the entity, a contact name and phone number shall be included.

References:

Bellevue City Schools

Mark Bishop, Technology Coordinator Phone: (419) 484-5008 Office of Technology Coordination P.O. Box 8003, 125 North Street Bellevue, Ohio 44811

Lowell School District 71

Nathan Bowers, Director of Technology Phone: (541) 937-2124 65 South Pioneer Street Lowell, Oregon 97452

De Kalb Independent School District

Randall Brown, Technology Coordinator Phone: 903-667-2566 101 Maple Street De Kalb, Texas 75559

(See appendix #2 for further reference information)

Warranty Information

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.

Compugen's supplies, equipment and services include the manufacturer's minimum standard warranty (unless otherwise agreed to in writing). We are an authorized dealer and distributor for all products. All equipment proposed shall be new unless clearly stated in writing. Our warranty is provided in Section 8 COMPUGEN General Guidelines and Policies for Returns of Refurbished Products.

Compugen Warranty

Compugen is an authorized service Warranty Provider for DELL, HP, Lenovo and Toshiba. Compugen is ISO 9001 and 2008 certified. All IT products follow our best practices and ISO procedures to ensure the highest quality. Before any of our re-certified PCs or Notebooks leave our facility they undergo a 3 pass hard drive wipe (Department of Defense) and are then thoroughly test and audited and pass through a second QC process.

We are a Microsoft Authorized Re-furbisher so any OS loaded is a legal licensed copy of the software.

Every effort is made to ensure that all equipment provided is in good working order to high quality Educational standard. However, in the event that your computer or laptop should fail under warranty, we will make every attempt to ensure the unit is replaced immediately.

Warranty Options

Selling high quality refurbished computers is only the beginning of our Customer Satisfaction Process at CFI. We pride ourselves in providing great warranty, service and support to our customer.

CFI Warranty was designed to give our customers peace of mind and satisfaction, knowing that we stand behind every piece of equipment we sell.

We pay the shipping both ways on all warrantied units.

Support

Our in-house Help Desk team has one simple mandate: to provide the best warranty support possible. Once a problem has been identified they will take a "first step" approach to determine if the problem can be solved quickly over the phone. If the problem cannot be resolved our customer service team will work with you to arrange a replacement unit promptly.

DISCLAIMERS

THE FOREGOING WARRANTY DOES NOT APPLY IF THE PRODUCT HAS BEEN:

- (i) MISTREATED, MISHANDLED, IMPROPERLY INSTALLED OR CONFIGURED,
- (ii) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, ENVIRONMENT, NEGLIGENCE, ACT OF GOD OR ACCIDENT.

IN NO EVENT SHALL COMPUGEN FINANCE INC. LIABILITY UNDER THIS WARRANTY EXCEED THE COST OF REPAIR OR REPLACEMENT OF SUCH DEFECTIVE ITEM. THE WARRANTY AND DISCLAIMERS ABOVE CONSTITUTE COMPUGEN FINANCE INC. SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND EXCLUSIVE REMEDY FOR DEFECTIVE ITEMS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL COMPUGEN FINANCE INC. OR ITS EMPLOYEES BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE HARDWARE AND/OR SOFTWARE.

Replacement Procedure

To request a return material authorization, please email the following information to your account representative or call 1- 855-787- 3961

Please provide the following information in your request:

- Institution Name
- Contact Name
- Contact Phone Number
- Part Number
- Serial Number
- Quantity
- Reason for Return

Once the warranty is validated our "Hot Swap" process will be initiated:

- We do not wait for defective units to be returned
- Replacements are immediately sent without the return of defective product
- Our goal will be to provide the same unit at no additional cost to the customer
- Where the same unit cannot be provided product that is the same spec or better will be provided at no additional cost to the client
- In some instances Compugen will request the defective or damage product back for further inspection, at no additional cost to the client
- Where applicable and more practical a part will be provided in order to accertate the fix for the client at no additional cost to the client