

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170301 Data Center Hosting, Sales and Services

### General Information

The Vendor Agreement (“Agreement”) 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

### Definitions

**PURCHASE ORDER** is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. 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.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## 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.)

## Agreements

**All Agreements 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.

**Agreements 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 Agreements**

No assignment of Agreement 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 Agreement.
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 Agreement.

## **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

## **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

## **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time 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 agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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 according to the terms of the solicitation. 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, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement 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 Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

- 1. Indemnity for Personality Agreements.** 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 Agreement, 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 Agreements.** 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 Agreement, 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, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement 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 Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage 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 Agreement 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 Agreement 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 48 hours of receipt of order.

## **Termination for Convenience**

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

## **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement**

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. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 Agreement 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 Agreement". 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 Agreement by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement 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.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 Agreement 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 Agreement. 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 and payment bonds will be required on construction or labor required jobs. 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 or Agreement.

## **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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

## **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 Agreement 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.

### **Incorporation of Solicitation**

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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 Agreement:** 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 Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement 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.
- 

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 170301 Data Center Hosting, Sales and Services

Company Name M&A Technology, Inc

Address 2045 Chenault Drive

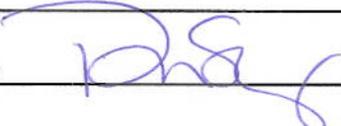
City Carrollton State TX Zip 75006

Phone 800-225-1452 Fax 972-490-0616

Email of Authorized Representative dshepard@macomp.com

Name of Authorized Representative Donna Shepard

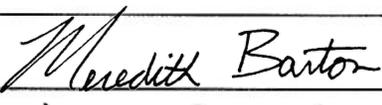
Title Executive Vice President

Signature of Authorized Representative 

Date 3/17/17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 Dr. David Fitts 

Date May 26, 2017

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170301 Addendum 1	Department		Floor/Room
Title	Data Center Hosting, Sales and Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:00 AM (CT)	Floor/Room		Email
Close Date	4/21/2017 03:00:00 PM (CT)	Telephone	(866) 839-8477	
		Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company M&A Technology, Inc.  
 Address 2045 Chenault Dr.  
  
 Contact Carrollton, TX 75006  
 Debi Cooper  
 Department  
 Building  
 Floor/Room  
 Telephone (888) 243-5092  
 Fax  
 Email dcooper@macomp.com  
 Submitted 4/7/2017 12:04:36 PM (CT)  
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Donna Shepard

Email dshepard@macomp.com

## Supplier Notes

---

## Bid Notes

---

## Bid Activities

---

## Bid Messages

---

---

**Bid Attributes**

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.	Yes
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.)	M&A Technology provides Total Technology Solutions for Education including Internet at Home Solution, Genius Mobile Presentation System, Cloud Backup and restore, Disaster Recovery, Build to Order systems, Storage, Server Clusters, Notebooks, Tablets, Networking solutions, A/V solutions, Projectors, Full data center services, Hosting and Co-location solutions. M&A is an ISO 9001-2000 manufacturer and certified (HUB) vendor. M&A Technology is one of the most trusted names in the industry. M&A delivers "Smarter Solutions for A Smarter World." Visit us at <a href="http://www.macomp.com">www.macomp.com</a> or <a href="http://www.edubuyers.com">www.edubuyers.com</a> Maximum 4000 characters allowed
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) Example: 8668398477	8002251452
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9724900616
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002251452
12	Secondary Contact Name	Secondary Contact Name	Debi Cooper
13	Secondary Contact Title	Secondary Contact Title	South Texas Sales & Operations Manager
14	Secondary Contact Email	Secondary Contact Email	dcooper@maocmp.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8882435092
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2109465112
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2107244703
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Darcy Moffett
19	Admin Fee Contact Email	Admin Fee Contact Email	Dmoffett@macomp.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002251452
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Debi Cooper
22	Purchase Order Contact Email	Purchase Order Contact Email	dcooper@macomp.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8882435092
24	Company Website	Company Website (Format - www.company.com)	http://www.macomp.com www.edubuyers.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, Education, Internet at Home Solution, Genius Mobile Presentation System, Cloud Backup and restore, Disaster Recovery, Build to Order systems, Storage, Server Clusters, Notebooks, Tablets, Networking solutions, A/V solutions, Projectors, Full data center services, Hosting and Co-location solutions, ISO 9001-2000 manufacturer, certified (HUB) vendor, MWE
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)	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?	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?	1
44	Years Experience	Company years experience in this category?	33
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
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	No
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  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. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ      If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686      No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ      If yes (above), have you filed a form CIQ as directed here?
- 51 Regulatory Standing      I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.      Yes
- 52 Regulatory Standing      Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005)      By submission of this bid or proposal, the Bidder certifies that:      (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
  - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
  - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
  - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

55 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.

Yes

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

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.

58 2 CFR PART 200 (A) Contracts

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 (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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

59 2 CFR PART 200 (B) Termination

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 (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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. ESC Region 8 and TIPS 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 ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.  
Does vendor agree?

Yes

60	2 CFR PART 200 (G) Clean Air Act	<p>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).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS 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.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

- |    |   |  |     |
|----|---|--|-----|
| 63 | 2 CFR PART 200 Federal Rule (12)                  | <p>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)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
| 64 | 2 CFR PART 200 Procurement of Recovered Materials | <p>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</p> <p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>           | Yes |

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.  
Funding out Clause:  
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.  
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.  
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

---

Line Items

---

Response Total: \$0.00

---



## TIPS – The Interlocal Purchasing System

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017  
RE: 170301 – Data Center Hosting, Sales and Services  
Addendum 1

Addendum 1 was issued 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP. There were no other changes made to the RFP.

*Sarah Bond*

Sarah Bond  
Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing the history of RFP 170301 – Data Center Hosting, Sales and Services

Bid Audit History		
<a href="#">Return</a>		
Date	Line	Description
4/24/2017 10:04 AM (CT)	Header	Bid request unsealed by SBOND TIPS.
4/21/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/7/2017 11:46 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:45 AM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required.
4/7/2017 11:41 AM (CT)	Header	Bid Request Information Copied from Bid '170301' by RPOWELLTIPS.
3/2/2017 08:00 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIPS.
2/27/2017 09:45 AM (CT)	Header	Bid Request Information Copied from Bid '444444' by RPOWELLTIPS.
2/27/2017 09:45 AM (CT)	Header	Bid Request created by RPOWELLTIPS.
Items 1-9 shown of 9		
Addendum Audit History		
<a href="#">Return</a>		
Date	Line	Description
4/7/2017 11:41 AM (CT)	Header	Addendum 1 created for bid '170301' by RPOWELLTIPS.
Items 1-1 shown of 1		



## 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-LLL, "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.

**M&A Technology, Inc**

2045 Chenault Drive, Carrollton, TX 75006

Name/Address of Organization

Donna Shepard, Executive Vice President

Name/Title of Submitting Official

  
Signature

3/17/17

Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

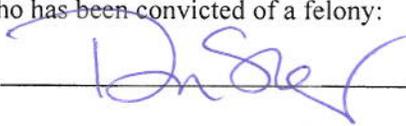
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Donna Shepard  
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

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

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

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

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

\_\_\_\_\_

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

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**  
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF**  
**PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** M&A Technology, Inc  
**(Name of Corporation)**

I, [Signature] certify that I am the Secretary of the Corporation  
**(Name of Corporate Secretary)**

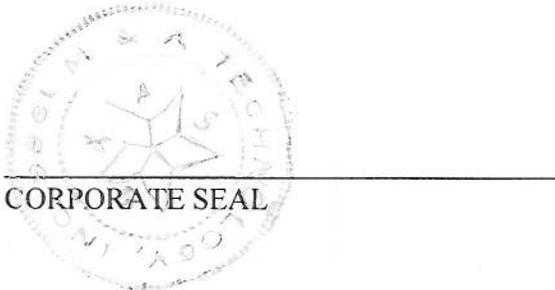
named as OFFERER herein above; that

Donna Shepard  
**(Name of person who completed proposal document)**

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Donna Shepard , Executive Vice President  
**(Title/Position of person signing proposal/offer document within the corporation)**

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



[Signature]  
**SIGNATURE**

3/16/17  
**DATE**

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

The Education Service Center Region 8 and TIPS 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?** (Circle one)

YES or NO

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

YES or NO

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

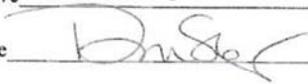
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(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.

Print name of authorized representative Donna Shepard

Signature of authorized representative 

Date 3/17/17



**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/cmb/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/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**-- Agency Special Instructions/Additional Requirements --**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

**SECTION-1: RESPONDENT AND REQUISITION INFORM**

- a. Respondent (Company) Name: M&A Technology, Inc State of Texas VID #: 1-75-2132118-6  
 Point of Contact: Donna Shepard Phone #: 800-225-1452  
 E-mail Address: dshepard@macomp.com Fax #: 972-490-0616
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: 170301 Data Center Hosting, Sales and Services Bid Open Date: 03/2/2017

(mm/dd/yyyy)

Enter your company's name here: M&A Technology, Inc. Requisition #: 170301 Data Center

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: M&A Technology, Inc

Requisition #: 170301 Data Center

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: M&A Technology, Inc.Requisition #: 170301 Data Center**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

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

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 500 school districts, OEM, and government clients.

With corporate headquarters and manufacturing facilities in Carrollton, Texas, M&A Technology and has a branch office in San Antonio employs over 60 people. M&A Technology achieved Gross Sales Revenue of over \$64 Million in 2016 and has maintained profitability despite numerous negative economic pressures.

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 33 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.

M&A Technology also provides our customers with a toll-free number, on-line support and service requests through our web site [www.macomp.com](http://www.macomp.com) <<http://www.macomp.com>>.

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Donna Shepard

Printed Name

Executive Vice President 03/17/17

Title

Date  
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: _____	Requisition #: _____
---------------------------------------	----------------------

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photocopy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If **Yes**, to continue to SECTION B-4.)
- No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwh-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point-of-Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

## SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_  
 Point-of-Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

## SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than            Select            on                      .  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

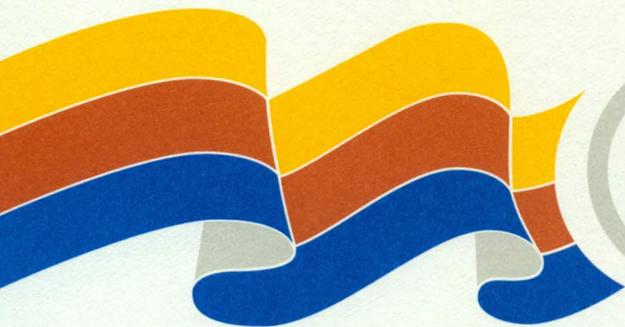
### 2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:  Not Applicable

4. Bonding/Insurance Requirements:  Not Applicable

5. Location to review plans/specifications:  Not Applicable

# CERTIFICATE OF REGISTRATION



**Quality  
System  
Registrar**



Having been audited in accordance with requirements of

## **ISO 9001:2008 – ANSI/ISO/ASQ Q9001-2008**

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

### **M&A Technology**

Registration of the management system at its location:

**2045 Chenault Drive  
Carrollton, Texas, 75006, USA**

The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization.

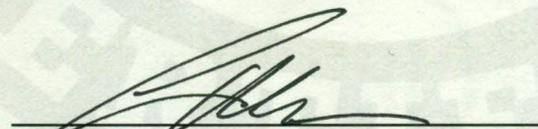
**Scope of ISO 9001:2008 registration:** “Hardware systems engineering, design and development, procurement, receiving, warehousing, integration, shipping, and installation of PC's, Servers, and related product, including LAN/WAN Network Equipment.”

**Exclusions:** Validation of Processes for Production and Service Provision

**Initial SRI Registration date:** November 12, 2010

**Current registration period:** November 11, 2016 through September 14, 2018

Signed for SRI:

  
Christopher H. Lake, President & COO

Release Date: November 11, 2016  
Certificate Number: 016826  
Registration Number: 3686-01





## South Central Texas Regional Certification Agency

Your unified certification source  
[www.sctrca.org](http://www.sctrca.org)

January 12, 2016

Magdy Elwany  
M & A Technology, Inc.  
2045 Chenault Drive  
Carrollton, TX 75006

Dear Magdy Elwany:

We are pleased to inform you that your application for certification in our Small, Minority, Woman, African American, Veteran, and Disabled Individual Business Enterprise (S/M/W/AA/V/DI) Program has been approved. Your firm met the requirements of SCTRCA Standards and is currently certified as a:

**\*AABE MBE**

Certification Number: **216019608**  
Certification Renewal: **January 31, 2018**  
Certification Expiration: **January 31, 2018**

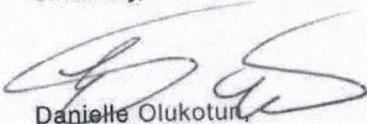
Providing the following products or services:

NAICS-334112: COMPUTER STORAGE DEVICE MANUFACTURING  
NAICS-334413: SEMICONDUCTOR DEVICES MANUFACTURING  
NAICS-443120: COMPUTER STORES (DEACTIVATED IN 2012 CODESET)  
NAICS-511210: SOFTWARE PUBLISHERS  
NAICS-541511: COMPUTER PROGRAMMING SERVICES, CUSTOM  
NAICS-541512: COMPUTER SYSTEMS DESIGN SERVICES

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is January 31, 2018.

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

  
Danielle Olukotun  
Interim Director



# Minority Business Enterprise Certification

**M & A Technology, Inc.**

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

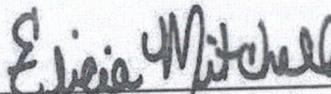
NAICS 334112: Computer Storage Device MANUFACTURING; NAICS 334413: Semiconductor And Related Device MANUFACTURING; NAICS 443120: Computer And Software Stores (Deactivated In 2012 CODESET); NAICS 511210: Software PUBLISHERS; NAICS 541511: Custom Computer Programming SERVICES; NAICS 541512: Computer Systems Design Services

This Certification commences January 4, 2017 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: January, 2019

Issued Date: January, 2017

CERTIFICATION NO. **BMMB32132Y0119**

  
\_\_\_\_\_  
Certification Administrator



Dear TIPS:

**M&A Technology is the go-to source for Texas educational IT Buyers.**

Enclosed is detailed information about M&A Technology's online catalog located at [WWW.EDUBUYERS.COM](http://WWW.EDUBUYERS.COM) or [WWW.SHOPMANDA.COM](http://WWW.SHOPMANDA.COM) . Our online catalog offers a full line of brand name computers, supplies, peripherals, office equipment and accessories. Get all the pricing advantages of a competitive marketplace from a single website and save hours of searching for the best-value IT products.

- Supplied by 27 distribution centers.
- Over 700,000 name brand products.
- Inventory and pricing updated daily
- Compare up to 4 products side-by-side
- Streamline procurement
- Purchase order accepted with Net 30 day terms
- Easy no-hassle return policy
- Same day shipping on most orders

**M&A Technology has been a leading single-source IT solutions provider since 1984. We offer a complete line of computer systems and networking products — from workstations and rack mounts to custom-built servers- all backed by excellent customer support.**

Although our online catalog is update daily, new products are constantly being added. Contact your sales representative for any items not found on our online catalog. We are here to help you any way that we can.

Sincerely

Donna Shepard  
Executive Vice President  
M&A Technology, Inc.  
972-490-5803  
[dshepard@macomp.com](mailto:dshepard@macomp.com)

**M&A Technology is big enough to take care of you, small enough to know you.**





[WWW.EDUBUYERS.COM](http://WWW.EDUBUYERS.COM)

### **LOGIN INFORMATION**

Please use the following information to log onto our online catalog.

**Email:**                    **tips@edubuyers.com**  
**Password:**                **Tips1000**

\*The above login is a temporary login. If awarded - individual accounts will be set up with special pricing shown per M&A Technology's bid response. All pricing listed on [www.edubuyers.com](http://www.edubuyers.com) (when logged in under the individual account name) will reflect the percentage discount given per our bid response.

### **QUESTIONS AND ANSWERS**

**Q1: The item I am looking for is not listed in your website catalog. Can I still get this item through you?**

A1: YES. Some items we provide quotes direct from manufacturers (e.g. Batteries, Spectrum, Fujitsu, Dukane, Earthwalk, Polyvision, Sanyo projectors, Smart Technology, LightSpeed Systems, Sophos Anti-Virus, Kaspersky Anti-Virus and much more). Contact your Account Manager for more information.

**Q2: Is the price shown on the website the best price possible or can I get better pricing?**

A2: If you are concerned with the price of an item, contact your Account Manager. He/she can check up-to-the minute pricing for you. This will ensure you are getting the best price – especially if you are ordering a large quantity of the same item.

**Q3: How long does it take to receive items?**

A3: If the items are in stock, approximately 5 – 7 business days. Delivery time may vary if an item is ordered direct from the manufacturer (e.g.: Earthwalk, Fujitsu, Spectrum, Dukane, etc.).





## **M&A ONLINE MARKETPLACE: TERMS AND CONDITIONS OF SALE**

Please review the terms and conditions below. By placing an order, the Customer accepts the terms and conditions of sale and recognizes that they constitute a binding contract between Customer and M&A Technology

### **Product Information and Title Transfer**

All product information, including prices, features, and availability, is subject to change without notice. Prices for the products shall be as set forth in the catalog, but are subject to revision based upon price changes from the respective manufacturers or vendors of such products. Title to the product passes to the customer upon delivery.

### **Return Conditions**

- 1.) Returns will be accepted by M&A Technology Inc. within 20 days of delivery. Failure to return the product within that time will constitute a final sale
- 2.) The Customer is required to fill out and submit the return request form which can be found by clicking on the tab marked "returns" on our catalog web-site. This may also be obtained at [customerrelations@macomp.com](mailto:customerrelations@macomp.com)
- 3.) The Customer is responsible for losses or damage to items being shipped back to the vendor. Customers are therefore advised to use a carrier that is able to provide tracking numbers and proof of delivery. (UPS, FedEx Express and DHL)
- 4.) Any returns due to customer order error, may be subject to a restocking charge and any associated freight expense. All returns, other than warranty returns due to malfunction, must be in the original packaging with the factory seal unbroken; otherwise they will be rejected and the customer will be assessed a \$50 charge.
- 5.) M&A regrets that it cannot accept those returns which are not in compliance with the RMA terms established by our suppliers. Please contact our Customer Relations at [customerrelations@macomp.com](mailto:customerrelations@macomp.com) if we can provide further assistance to you in following the proper procedure to ensure your desired action, be it a credit or an exchange, is completed as quickly as possible

### **Warranty**

M&A disclaims any responsibility for products described on this site, other than those it manufactures itself. The Customer is instructed to rely on the manufacturers' specifications exclusively and not representations, statements, or collateral materials that may be provided by M&A. M&A makes no express warranties and disclaims any and all implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Any and all transferable manufacturer's warranties for the products will be transferred by M&A to the customer, provided that such transfer is without liability on M&A's part. Notwithstanding the above disclaimer, all desktop computers and servers manufactured by M&A are under a one year warranty from M&A for defects in material and workmanship.





[WWW.EDUBUYERS.COM](http://WWW.EDUBUYERS.COM)

### **MANUFACTURER'S LIST**

The following pages contain a list of our current catalog manufactures. This is updated daily as we add more manufactures to fit our customer's needs.

If there is a manufacturer you are looking for not listed, please contact your Account Manager or refer to the online catalog for an updated manufacturer list.

### **DIRECT SALES MANUFACTURER'S LIST**

Listed below are some of the manufacturers we procure from directly. Therefore, these items are not listed in our online catalog. Contact your Account Manager directly to receive a price quote.

Avira  
Balt  
Datamation  
Dell  
Dukane  
Earthwalk  
Fujitsu  
Kaspersky  
Lightspeed Systems  
M&A Technology Products  
Polyvision  
Quizdom  
Sanyo  
Smart Technologies  
Sophos  
Spectrum  
And more.....





## Manufacturer List

3Com	Aleratec	Atari	Brocade Communications
3Dconnexion	Alestron	Atdec	Brother
3M	Allied Telesis, Inc	Atek Electronics	BSQUARE
3ware	Alloy Software	ATEN Technology	Buffalo Technology
4XEM Corporation	Allsop	Athenatech	Business Objects
A-Data Technology	Altec Lansing Technologies	ATI Technologies	BUSlink
A2B TRACKING SOLUTIONS	AltiGen Communications	Atlantic Inc	Bytecc
ABBYY Software House	Altiris	Atlona Technologies	Bytech International
Absolute Software	Alvarion	Atlas U.S.A.	CA
Accell	Alestron	Attachmate	Cables to Go
ACCO Brands	Allied Telesis, Inc	ATTO Technology	Cables Unlimited
AccuScreens	Alloy Software	Audio Authority	Call Capture
ACD Systems	Allsop	Audio-Technica	Callpod
Acer	Altec Lansing Technologies	AudioSource	Cameleon International
Acomdata.com	AltiGen Communications	Audiovox	Canary Communications
ACP-EP Memory	Altiris	Autodesk	Canon
Acronis Software	Alvarion	Avanquest USA	CANSON
Actiontec Electronics	AmbiCom	Avant Technology	CANVYS
Active Thermal Management	Ambir Technology	Avanti Products	Capcom Entertainment
ActivIdentity	AMCC	Avaya	Cardscan
Activision	American Battery Company	AVERATEC	Case Logic
Adaptec	American Microsystems	AVerMedia Technologies	Case-Mate
ADC	American Recorder	Avery Dennison	Casio Computer
Adcom	Ampergen	Avery Weigh-Tronix	Cavalry Storage
Addlogix	AmpliVox Sound Systems	AVF Group	CD3 Storage Systems
Addmaster	Anchor Audio	AVG Technologies	Centon Electronics
Addonics Technologies	ANDREW MARC	Avocent	Century Software
Adesso	Antec	Axiom Memory Solutions	Cerwin-Vega
ADIC	AOC	Axis Communications	CH Products
Adobe Systems	AOpen	Azden	Chaintech Computer
Adrenaline Technologies	APC	Bank of America	Channel Vision
ADS Technologies	APEX Computer Technology	Baracoda	Char-broil
ADTRAN	Apex Digital	Barracuda Networks	Check Point Software
Advanced Industrial Computer	Applica	Barrister Global Services	Cheetah Networks
Advanced Micro Devices	Apricorn	Battery Technology	Chelsio Communications
Advanced Technology Services	Aquarius I. S. Consultancy	Battery-Biz	Chenbro Micom
Advantage Optics	ARCHITEXT, INC.	BBE Sound	Cherry
Advantek Networks	Archos	BEHRINGER	Chester Creek Technologies
AEC Software	Areca Technology Corporation	Belkin Components	Chief Manufacturing
Aerielle Technologies	Arista Networks	Bell'O International	Chip PC
Agfa	Arkon Resources	BenQ	CIENA
AGRIDENT	Array Networks	Best Data Products	CISCO - EDelivery
AIPTEK	Arrow Electronics	Bethesda Software	Cisco Systems
AITech International	Arsenal Gaming	BRAWN CONSULTING	Citizen Systems
Aladdin Knowledge Systems	Asante Technologies	BreatheAudio	Citrix Systems
ALBUMTEAM	Astaro	Brenthaven	ClickFree
Alcatel-Lucent	ASUSTeK COMPUTER	Bretford	Cloud Engines



**Manufacturer List (continued)**

Clover Electronics	Data911	DYMO	Fujitsu Technology Solutions
Clustercorp	Datacolor	EasyStore	FUNAI
CMS Products	Datacom Systems	Eaton Corporation	FutureCom Global
Cobra Electronics	DataCore Software	Eccessories	G-Technology
Cobra Technologies	Datago	Ecosol Solar Technologies	GALAXY Technology
COBY Electronics	Datalogic	ECS Composites	GammaTech
Cognitive Solutions	Datamation Systems	EDGE Tech Corp	Garmin
Compaq	Datamax	Equisys	GCI Technologies
Compu-Data Electronics	Dataram	eReplacements	Gear Head
Computer Instruments	DataStor	Ergotron	Gefen
Computer Technology Link	Datawatch	Ericom Software	Geist Manufacturing
Control	Datexx	Etymotic Research	Gemalto
Conair	DAYMEN	Euro-Pro	Gemini Industries
Concentrix	De'Longhi	Everki	General Electric Company
ConnectPRO	DeepNines	eVGA.com	General Imaging
ContentWatch	Dell	Evolis	Genius
Contour Design	Deluo	Exabyte	Genovation
Cooler Master	Deployable Systems	Extensis	GeoVision
Coolmax Technology	DestructData	Extreme Networks	Getac
Corel	Detto Technologies	Eye-Fi	GFI Software
Corinex Global	Devon IT	EZDupe	Gibson Research
Corsair Microsystems	Diablotek	ezGear	Gigabyte Technology
Coyote Point Systems	Dialogic	F5 Networks	GizMac
CP Technologies	Diamond Multimedia	FalconStor Software	Global Knowledge
CradlePoint Technology	Dicota	FARGO Electronics	Global Marketing Partners
Craig Electronics	Diebold	FaxBack	GN
Creative Technology	Digi International	Fedco Electronics	GoldLantern
Crimestopper Security Products	Digicom Digital	Fellowes	Goldtouch
CrossTec	Digital Equipment	Fender Musical Instruments	GPX
CRU-DataPort	Digital Innovations	FileMaker	Grace Digital
Crucial Technology	Digital Lifestyles Group	Final Draft	GrandTec
CTA Digital	Digital Peripheral Solutions	Finisar	Griffin Technology
CTE International	Digital Signature	Firetide	Guardium
Cuisinart	DigitalPersona	First Cable Line	Guillemot
Cushcraft	Digium	Flo Healthcare	GVision
CyberData	Directed Electronics	Fluke	Gyration
CyberLink	Dirt Devil	FOCUS Enhancements	Haier
Cybernet Manufacturing	Diskeeper Corporation	Fonality	Hamilton Beach
Cyberpower Inc.	DOLICA	foneGEAR	Hannspree
CyberPower Systems	Double-Take Software	Force10 Networks	Harcourt
CyClone	DoubleSight Displays	Fortinet	Harman International
Cymphonix	Draper	Franklin Electronic Publishers	Hauppauge Computer Works
D-Link Systems	Draytek	Freedom9	Hawking Technology
Da-Lite Screen	DREAM CHEEKY	Friendlyway	HEARTMATH
Dane-Elec Memory	dreamGEAR	Fuji Batteries	Hercules Computers
Data Domain	Duracell	Fujifilm	Heritage Travelware
Data Drive Thru	DXG TECHNOLOGY	FUJITSU	Hewlett-Packard





**Manufacturer List (continued)**

HID Global	Intec	KHypermedia	Lippincott Williams & Wilkins
Higher Ground Software	Intego	KIDDESIGNS	LiteOn
HighPoint Technologies	Intel	Kinesis	Logic Controls
Hitachi	Intelligent Computer Solutions	Kingston Technology	Logicube
Hitachi Global Storage	IntelliTouch Communications	Kinyo	Logitech
HOLOVISION	Interlink Electronics	Klein Electronics	Lorex Technology
Home Automation	Intermec Technologies	Klipsch	Lotus Development
HoMedics	International Computer	KNG America	Lowrance Electronics
Honest Technology	International Innovations	KnowledgeTree	LSI
Honeywell	Intuit	Kodak	LucasArts Entertainment
Honeywell Scanning	Invalid Manufacturer	Koei	Lucasey Manufacturing
Horizon Technical Services	Invalid Manufacturer	Kofax Image Products	Lumiscop
Hosa Technology	IOCELL	KOM Networks	LumiSource
HTC	IOGEAR	Konami	Luxul Wireless
HumanConcepts	iolo Technologies	Konexx	M&A Technology
Hyundai	lomega	Konica Minolta Holdings	M-Audio
I-Star	ION Audio	KONNET Technology	M-S Cash Drawer
I-Tech Company	ioSafe	Koss	Macally
I.R.I.S.	lpswitch	Kramer Electronics	Mace Security International
IOMagic	IronKey	KWorld	Mach Speed Technologies
iblink	Isis Dei	Kyocera	Macsense Connectivity
IBM	iSkin	La Crosse Technology	Mad Catz
ICOP	iStor Networks, Inc.	Labtec	Magellan Navigation
IDEAL INDUSTRIES	ITSEnclosures	LaCie	Magenta Research
ifrogz	Ituner Networks	LANDesk Software	MagTek
iGo Direct	iVoice Technologies	LANDMANN	MAINPINE, INC.
iKey	iZ3D	Lanier	Majesco Entertainment
iLinc Communications	Jabra	Lantronix	Man & Machine (usa)
Imagine Products	Jarden Corporation	Laplink Software	Mango International
Imagistics	Jatheon Technologies	Lasko Products	Manufacturer Unknown
Imation Corp.	Jaton	Lava Computer	Marantz
IMC Networks	JDS Uniphase	LeapFrog Enterprises	Marathon International
Impulse Point	Juniper Networks	Learning Resources	Marex Group
IMSI/Design	JVC	Legacy Imaging	Marshall Electronics
IN WIN Development	Jwin	Lenmar Enterprises	MarWare
INBOXER	KACE Networks	Lenovo	Matias
Ineo Technology	Kanguru Solutions	Leviton	Matrox Graphics
Infinity Security Solutions	Kaspersky Lab	Lexar Media	Maverick
InfoCase	KDS	Lexmark International	Maxell
InFocus	KEMP Technologies	LG Electronics	Maximo Products
InfoLogix	Kensington Technology Group	Liebert	Maylong Group
Infonic	Kent H. Landsberg	LifeSize Communications	McAfee
InfoPrint Solutions	Kentrox	Lifetime Memory Products	McKlein
Ingenico	Kenwood Corporation	LifeWorks	Medea International
INGRES CORPORATION	Kerio	Lind Electronics	Media Sciences
Innovation First	Keyscan	Linear	Mediamounts
Innovative Office Products	KeyTronicEMS	Link Depot	Mellanox Technologies





**Manufacturer List (continued)**

Memeo	Nady Systems	O'Neil Products Development	Pelco
Memorex	Naki World	OCZ Technology	Pelican Products
Memory Experts International	Namco	ODIN TECHNOLOGIES	Pentax
Meraki Networks	Namsung	Odyssey Technologies	Perimeter eSecurity
Meridian Project Systems	Naneu Enterprises	oem	Perimeter eSecurity
Merkury Innovations	Nanonation	Offspring Technologies	Perle Systems
Meru Networks	NComputing	OKI	Pervasive Software
MessageLabs	NCR	OLEA EXHIBITS	Pharos Science
Metra Electronics	NDS Surgical Imaging	Olixir Technologies	Phihong
Metrologic Instruments	NEC	Olympus	Philips
Metropolitan Vacuum Cleaner	NEC Display Solutions	Omnikey	Phonex Broadband
Miccus	Nero	Omnimount Systems	Phonic Corporation
Micro Accessories	NETGEAR	Omnitron Systems Technology	PHOTOCO
Micro Innovations	NetIQ	OMNITRONICS	Pico Macom
Micro Star International Computer	NetManage	Oncore Power Systems	Pinnacle Speakers
Micrografx	NetMedia	OneWorld Systems	Pioneer
microMICR	NetOp	OPEN DOMAIN	PioneerPOS
MicroNet Technology	Netsecure Technologies	Open Text Corporation	Planar Systems
Micropac Technologies	NetWolves	Optoma Technology	Planon System Solutions
Microsmith	New Tech Infosystems	Oracle	Plantronics
Microsoft	NEXCOM International	Orbital Media	Plasmon
MIDLITE Corporation	Nexpak	Oregon Scientific	Plextor
Mil-Pac Technology	Next Generation Technologies	Original Power	Plustek
Milestone Systems	Nextar	Orion	PNY Technologies
MindJET	NextWindow	Ortofon	Polaroid
Minicom Advanced Systems	Nexus Media	Overland Storage	Polycom
Minuteman UPS	NiceWare International	Pacific Image Electronics	Portable Sound Laboratories
Miracle Business	Night Owl Optics	Palm	Posh
Mirus Innovations	Nikon	Palo Alto Software	Power Acoustik Electronics
Mita Copystar America	Nintendo	Panamax	PowerDsine
Mitsubishi	NLU Products	Panasas	PowerGenix
Mizco International	Noble Locks	Panasonic	PowerMax Battery USA
Mobi Technologies	Nokia	Panda Security	POWERSolutions
Mobile Edge	Nolo.com	Pandigital	Precise Biometrics
Mobilis	Norazza	Pantone	Preh
Monsoon	Nortel Networks	Paragon Software Group	Premier Mounts
Monster Cable Products	Notable Solutions	Parallels	PREMIERTEK
MORPHOTRAK	Nova	Parametric Technology	Presonus Audio Electronics
Motion Computing	Nova Development	PARAT SOLUTIONS	Presto Services
Motorola	NovaStor	Partner Tech	Primera Technology
Multi-Tech Systems	Novell	PC Power & Cooling	Printek
Muratec	Nuance Communications	PC Treasures	PrintFleet
Mustek	Numark Industries	PCWorks	Printronic
Mutare, Inc.	Nutone	Peapod Toys	Promise Technology
MYOB Group	NVIDIA	Peavey	Prosoft Engineering
MySQL AB	NXG Technology	Peek	Protect Computer Products
NABLEM	Nyko Technologies	Peerless Industries	Proxima ASA



**Manufacturer List (continued)**

Psion Teklogix	Samsonite	Socket Mobile	Symantec
Punch! Software	Samsung	Softex	Symbol Technologies
Pure Digital Technologies	SanDisk	Software Shelf International	Synercard
Pure Orange	Sanford	Softwin	Synergy Software
PYLE Audio	Sangean Electronics	SolarWinds	SYNNEX Corporation
QLogic	Sanus Systems	Sonance	Synology
QNAP Systems, Inc	Sanyo	Sonic Foundry	Syntax
Quantum	Sapphire Technology	SonicWALL	SYSTRAN
Quark	SATO	Sonnet Technologies	T-Fal
Quatech	Savin	Sony	TAA PRODUCTS
QVS	ScienceLogic	SoTel Systems, LLC	Taiwan Semiconductor
Rain Design	Scientific Atlanta	SouthPeak Interactive	Take-Two Interactive Software
Raritan Computer	SCM Microsystems	SOYO	Tamrac
Raxco Software	SCO Group	Sparkle Power	TANDBERG
Razer	Scosche Industries	Specialized Solutions	Tandberg Data
Rebit	ScriptLogic	Speck Products	Targus
Red Condor	SDI Technologies	Speco Technologies	Tatung
Red Hat	Seagate	Spectra Logic	TDK
Reflex Security	Seal Shield	SpectraLink	TDOAIT
Remington	SECNAP Network Security	Spracht	Teac
Research In Motion	Security Labs	Sprint Nextel	Tech-Craft
RF Ideas	Sega	Square Enix	TechSmith
RF-Link Technology	SEH Computertechnik	SSP Solutions	TechTurn
Rhinotek Computer	Seiko Group	St. Bernard Software	Teklynx International
Ricoh	Sena Cases	Stamps.com	Telex Communications
RIDGELINE TECHNOLOGY	Sennheiser	Star Micronics	Tera Media
Ritek	Serif	StarTech.com	TESSCO Technologies
RNPC Manufacturer	Sharp	SteelCloud	Texas Instruments
Rockustics	Sherwood	SteelEye Technology	Texas Memory Systems
Rocstorage	Shuttle Computer Group	SteelSeries	Textron
Rodin	SI Screens	Steren	The Betesh Group
Rose Electronics	Siemens	StillSecure	The Guitammer Company
ROTA America	Sierra Wireless	Stillwater Designs	Thecus
Roxio	SIGMA	STM	Thermaltake Technology
Royal Consumer Business	SIIG	Stoneware Inc.	ThermaPAK
RSA Security	Silex technology	Storage Appliance	Thomson Reuters
Ruckus Wireless	Sima Products	Stratus Technologies	Thomson SA
Russound	SimpleTech	Structured Cable Products	THORENS
Sabrent	Simplism	Summa	THQ
Saeco	SKB	Sun Microsystems	ThrustMaster
Safend	SKYPATROL-GPS	SUNGARD	TIC Corporation
SafeNet	SLAPPA	Super Micro Computer	Timex
Safety Vision	Sling Media	Superior Communications	TiVo
Sage	SMARTSHOPPER	Surveilux	Tocad
Saitek	SMC Networks	SVAT Electronics	TomTom
Sakar International	Smith Micro Software	Syba Tech	TOPICS Entertainment
Samsill	Snom technology	Sybase	TORRENT INC





**Manufacturer List (continued)**

Toshiba	Verbatim	Wenger
Total Micro Technologies	VERITAS Software	West Bend Housewares
Total Training	Verizon	Western Digital
Touch Systems	Vernier Software	Westinghouse Digital Electronics
Transaction Printer Group	Vialta	Whirlpool
Transcend Information	Victorinox	Whistler Group
Transition Networks	Videolarm	WiebeTech
Trend Micro	videoNEXT	Wilson Electronics
TRENDnet	View Cast	Wintec Industries
Tripp Lite	View Sonic	Wolters Kluwer
TriSquare Electronics	Vinpower Digital	Women in Business
Trisys	Vision Plus	Wood Technology
Tritton Technologies	Visioneer	WRAPSOL - MCM
Truly International Holdings	VisionTek	Wyse Technology
TTX Computer Products	VistaQuest	X10 Wireless Technology
TUCANO	Visual Land	Xantrex Technology
TVS Electronics	VITAL Network Services	Xentris
Tw inhead	Vivendi Universal	Xerox
Tyan Computer	Vivitar	XFX
Ubisoft Entertainment	Vivitek	XFX Technologies
Ultima Electronics	Vivotek	XiNCOM
Ultimate Support Systems	VIZIO	Xitel
Ultimate Technology	Vizioncore	XM Satellite Radio
Ultra Products	VMware	XOVision
Ultralife Batteries	Voyetra Turtle Beach	XPAL Power
Ultrason	VTech Communications	XtremeMac
Unibrain	VTech Electronics	Y.C. Cable
Uniden	VuPoint Solutions	Yahoo!
Uniform Industrial Corporation	Vutec Corporation	Yamaha
Unitech	Vuzix Corporation	Yoggie Security Systems
Universal Remote Control	VXI	Yukyung Technologies
Unotron	VXL Instruments	Z-Line Designs
Unwired Technology	Wacom Technology	Zagg
Uptime Devices	Wagan	
US MUSIC	Wahl Clipper Corporation	
	Walt Disney	
USRobotics	Warner Bros.	
Utimaco Safeware	WARPIA	
V-moda	Warrantech	
V.I.O.	Warranty Corporation of America	
V7	Wasp Barcode Technologies	
Valcom	WatchGuard Technologies	
Vanguard	Wave Technologies	
Vantage Point Products	Wavelink	
VASCO	Wavemaster	
Veeam Software	Websense	
Velocity Micro	Welch Allyn	
Veramarq Technologies		

and many many more





## M&A TECHNOLOGY PRODUCTS

SERVERS	WORKSTATIONS	NOTEBOOKS
		
MEDIA PLAYERS	COMPUTER CARTS	PC CANS
		
GREEN PRODUCTS	STORAGE	ALL IN ONE
		

Dallas, Texas  
2045 Chenault Drive  
Carrollton, Texas 75006  
972.490.5803 local (800.225.1452)  
972.490.0616 fax

**CONFIDENTIAL**

San Antonio, Texas  
3370 Nacogdoches, Suite 152  
San Antonio, Texas 78217  
210.946.5103 local (877.622.8784)  
210.946.4794 fax



**SCREEN SHOT - WWW.EDUBUYERS.COM**

Full Catalog - Microsoft Internet Explorer provided by M&A Technology, Inc.

File Edit View Favorites Tools Help

Address <https://usm.channelonline.com/macomp/storesite/Search/Category/>

Search

Filter by Category: Output Devices - Printers ( 185 )

Printer / Type: any

Header / Product Line: HP LaserJet (185)

Header / Compatibility: any

Filter by Manufacturer: Hewlett-Packard (185)

Printer / Technology: any

Printer / Output Type: any

Printer / Max Printer Speed (ppm) (at least): show all

Supported with CNET product data Custom Items Promo \$

Select up to four products and click the  button to create your own comparison.

Add to Cart  Compare  Clear All  In Stock Only

<input type="checkbox"/> Add to Favorites	Description	Part Number	Sell Price	In Stock	Add to Cart
<input type="checkbox"/>	 Hewlett-Packard - HP LaserJet 8150 [Edu] Printer - B/W - laser - A3 (11.7 in x 16.5 in) - 600 dpi x 600 dpi - up to 32 ppm - capacity: 1100 sheets - Parallel	C4265A#ABA	\$1,991.79	83	<input checked="" type="checkbox"/>
<input type="checkbox"/>	 Hewlett-Packard - HP LaserJet 8150dn [Edu] Printer - B/W - duplex - laser - A3 (11.7 in x 16.5 in), Ledger B Size (11 in x 17 in) - 600 dpi x 600 dpi - up to 32 ppm - capacity: 1100 sheets - Parallel, 10/100Base-TX	C4267A#ABA	\$2,933.63	796	<input checked="" type="checkbox"/>
	Hewlett-Packard - HP LaserJet 8150n [Edu]				

Done Internet





## **M&A TECHNOLOGY 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 31 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 Certifications**

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





**Our Products and Services**

Procurement and Provisioning Services

Project Management Services

Professional Services

Technical Services

Managed Services

- Security, VPN and Firewall Services
- Web Management and Hosting
- Internet Access and Redundancy
- E-mail outsourcing and management

Managed Hosting services

- Shared and Dedicated Servers (Custom built owned and leased by ServerPhase, purchased or leased Hardware by Client)
- Server Admin, Website Monitoring, Management and Hosting
- Scalable and Redundant Internet Bandwidth
- E-mail Hosting and Management

Managed Security Services-Firewall/VPN Services

- Custom firewall rule- sets, encryption, dedicated or shared environments.
- OS Level Maintenance and Management
- File System Defragment, Review Event Logs, Performance Analysis, Application Installation, Monitoring and Patches, Technical Support and Proactive Network Monitoring

Virtualization Services

- VDI: Virtual Desktop Infrastructure Services
- VPS: Virtual Private Server Services
- Virtual PBX
- Virtual Firewall and VPN services

Disaster Recovery

- Data, Systems and Facilities Availability
- Daily Backups, Vault Storage of Media, on or off-site, on call recovery

**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 22 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 32 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 32 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 26 years 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 21 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 32 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), Edgewood ISD (TX) , Lewisville 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.

M&A Technology is an ISO-9001-2008 manufacturer. Our factory is located in Carrollton, Texas where a full time staff of QA auditors inspects every outgoing shipment and every incoming shipment. This quality management system ensures "Zero Defect" coming out of our factory.

M&A has an Executive management team that has worked together for over 23 years:

Magdy Elwany	CEO founder 1984
Val Overbey	CTO 23 years
Donna Shepard	COO/Executive Vice President 23 years developed and implemented the K-12 project management model and service model.

M&A has received the prestigious Dallas Top 100 fastest growing private companies' award for the past 10 years. In these economic times M&A has continued to secure business and grow.

Recently Apple Computer has accepted M&A Technology as an Authorized Professional Services Partner. Currently have deployed Apple solutions in Rockwall ISD, Richardson ISD, and Groesbeck ISD. These solutions include imaging, asset tagging, deployment, and service. Our customers want to engage M&A in all their deployment strategies because our custom models work.





M&A Technology has our own Data Center. We offer services at highly discounted prices to our districts. We offer remote management, on-line backup, email, hosting, web design, private cloud, online curriculum customized planner, and network security. Currently we are backing up in our data center some very large districts, Terabytes of data nightly. Several districts are using our on-line curriculum Planner as well as our private cloud services.

### **M&A Technology ("M&A") Imaging Services**

M&A Technology ("M&A") images our clients' systems in our Carrollton manufacturing facility. This process is done regardless of order size or quantity. Our Carrollton manufacturing facility has the ability to image 1,800 personal computers per day. M&A uses Microsoft Windows Deployment Services with multicast transmission for high volume deployments.

Every system ordered from M&A can be delivered with a customer's custom or an M&A factory image. M&A has the technical expertise, experience, and tools simplifying creating custom images such as automating computer names, domain joining, applying AP profiles, custom scripting, etc.

M&A has deployed thousands of personal computers with custom images that were created in conjunction with our customers. M&A supports custom images that are stored in a Microsoft supported, non-sector based WIM format. All images are MD5 validated, tested for performance and reliability, and scanned for viruses prior to deployment yielding a high quality image. Images are injected with the latest Windows Updates and drivers offline to ensure images are up to date prior to deployments.

M&A deployment tools support deploying of images via the network, hard drive recovery solution with network imaging, or removable media.

### **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 31 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'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

