VENDOR CONTRACT

Between		and
	(Company Name)	

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS #02062515

General Information

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

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

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

Definitions

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. **Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

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

Tax exempt status

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

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02062515". Purchase Order is emailed to TIPS at tipspo@tipsusa.com.

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

Form of Contract

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

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

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

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

Special Terms and Conditions

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

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

Check one of the following responses to the General Terms and Special Terms and Conditions: () We take no exceptions/deviations to the general and/or special terms and conditions. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.) () We take the following exceptions/deviations to the **general** and/or **special terms and** conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on

your exceptions/deviations below:

Exceptions:			

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date Need by Date	Mr. David Mabe National Coordinator david.mabe@tips-usa.com +1 (903) 243-4759 +1 (866) 749-6674 02062515 Computers, Equipment, Components and Peripherals RFP 04/02/2015 5/15/2015 3:00:00 PM CT	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email
Supplier Inform	nation			
Company Address	ByteSpeed 3131 24th Ave S			
Contact Department Building Floor/Room Telephone Fax Email Submitted Total	Moorhead, MN 56560 1 (877) 553-0777 1 (218) 227-0498 5/11/2015 1:59:16 PM CT \$0.00			
Signature Sco	ott Bleth		Email sbleth	@bytespeed.com
Supplier Notes	S			
Bid Notes				
Bid Activities				
Bid Messages				

#	ease review the following and respor	Note	Response
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1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Moorhead
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Minnesota
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	Yes
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
15	Start Time	Average start time after receipt of customer order is working days?	1
16	Years Experience	Company years experience in this category?	16
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	

19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Since 1999, ByteSpeed has been providing its own line of custom-built desktops, laptops, netbooks, net tablets, and servers for education providers, financial institutions, healthcare facilities, and city and county governments across the nation. ByteSpeed has a standard 5-year parts and labor warranty on all servers and desktops, 3-year warranty on laptops (plus 1 year on the laptop battery), and 2-year warranty on netbooks (plus 1-year on the netbook battery).
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Scott Bleth
22	Primary Contact Title	Primary Contact Title	Vice President
23	Primary Contact Email	Primary Contact Email	sbleth@bytespeed.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	877-553-0777 ex 450
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	218-227-0498
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	
27	Secondary Contact Name	Secondary Contact Name	Angie Guggisberg
28	Secondary Contact Title	Secondary Contact Title	Marketing Assistant
29	Secondary Contact Email	Secondary Contact Email	aguggisberg@bytespeed.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	877-553-0777 ex 490
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	218-227-0498
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	Ryan Ogaard
34	2% Contact Email	2% Contact Email	rogaard@bytespeed.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	877-553-0777 ex 462
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Scott Bleth
38	Purchase Order Contact Email	Purchase Order Contact Email	sbleth@bytespeed.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	877-553-0777 ex 450
40	Company Website	Company Website	www.bytespeed.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	45-0456218
42	Primary Address	Primary Address	3131 24th Ave S

Primary Address City Primary Address City Moorhead Primary Address State Primary Address State MN Primary Address Zip Primary Address Zip 56560 45 Please list search words to be posted in the TIPS 46 Search Words: Hardware, Computer, Desktop, database about your company that TIPS website users Laptop, Server, Thin Client, Tablet, might search. Words may be product names, Netbook, ByteSpeed, Monitor, manufacturers, or other words associated with the Technology category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) Yes - No Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must

also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

Line Items		
	Response Total:	\$0.00



This is to certify that

ByteSpeed LLC.

3131 24th Ave S, Moorhead, Minnesota 56560 USA

operates an

Environmental Management System

which complies with the requirements of

ISO 14001:2004

for the following scope of registration

The configuration support, assembly, test and after sales service of custom-built desktops, servers, laptops, netbooks and tablets.

Certificate No.: CERT-0068050

File No.: 1639816

January 9, 2014 Issue Date:

Original Certification Date: January 7, 2014 Current Certification Date: January 7, 2014

Certificate Expiry Date: January 6, 2017

Chris Jouppi

Guillaume Gignac, ing.f

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Vice President, Corporate Operations, Accreditation & Quality

QMI-SAI Canada Limited



President.



ISO 14001







This is to certify that

ByteSpeed LLC.

3131 24th Ave S, Moorhead, Minnesota 56560 USA

operates a

Quality Management System

which complies with the requirements of

ISO 9001:2008

for the following scope of registration

The configuration support, assembly, test and after sales service of custom-built desktops, servers, laptops, netbooks, and tablets.

Certificate No.: CERT-0068051

1639816 File No.:

Issue Date: January 9, 2014 Original Certification Date: January 7, 2014

Current Certification Date: January 7, 2014 Certificate Expiry Date: January 6, 2017

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Vice President, Corporate Operations, Accreditation & Quality

QMI-SAI Canada Limited

Chris Jouppi President. QMI-SAI Canada Limited





ISO 9001



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

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

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

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

YES NO 5/7/2015

Signature of Authorized Company Official Date

Scott Bleth

Printed Name of Authorized Company Official

ByteSpeed

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Check your response?

Legal Compliance

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

Does vendor agree? YES ____ Initial of Authorized Company Official

Non-Collusive Bidding Certificate

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 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;
- 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.

CUCDENCION OD DEL	PADMENT	CERTIFICATE
The vendor complied with #1 through 4 above?	YES SB	Initial of Authorized Company Official

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

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

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

Certification Regarding Lobbying

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," 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.

ByteSpeed LLC			
Name of Organization			
3131 24th Ave S, Moorhead	MN 56560		
Address of Organization			
Scott Bleth, Vice President	- The second	\bigcirc	
Name / Title of Submitting-6	official of the second of the		
Signature of Submitting Offi	etal _		
5/11/2015			
Signature Date			

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

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

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

Does vendor agree? YES ____ Initial of Authorized Company Official

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

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

Does vendor agree? YES ____ Initial of Authorized Company Official

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

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

Does vendor agree? YES ____ Initial of Authorized Company Official

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

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

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

Does vendor agree? YES SB Initial of Authorized Company Official

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

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

Does vendor agree? YES ____ Initial of Authorized Company Official

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

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

Does vendor agree? YES ____ Initial of Authorized Company Official

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

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

Does vendor agree? YES ____ Initial of Authorized Company Official

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

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

Does vendor agree? YES SB Initial of Authorized Company Official

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

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

Does vendor agree? YES ____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

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

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

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

NO // Initial of A	authorized Company Official
YES Initial of A	Authorized Company Official
Company Official:	Scott Bleth
Company:	ByteSpeed



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

ByteSpeed LLC

Company Name:				
Mailing Address:	3131 24th Ave S			
City:	Moorhead			
State:	MN			
Zip:	56560			
Telephone Number:	(877) 553-0777			
Fax Number:	(218) 227-0498			
Email Address:	sbleth@bylespeed.com			
Authorized Signature:	Lot Bell	>		
Printed Name:	Scott Bleth			
Position:	Vice President			
honor the participatio	otal TERM of one year with the option of two ac in fee for any sales made based on the TIPS cont lation of contract and will affect the award of fu	tract. Failure to pay the fee wi		
Blend	la Mc Natt	6-25-15		
TIPS Authorized Signa	ture	Date		
	L Wayne Fitts	6-25-15		
Approved by Region \	VIII ESC	Date		

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We encourage you to contact our Texas references and see what our customers say about us!

Perryton ISD Perryton, TX Tom Zink, (806) 435-5478 ext. 237

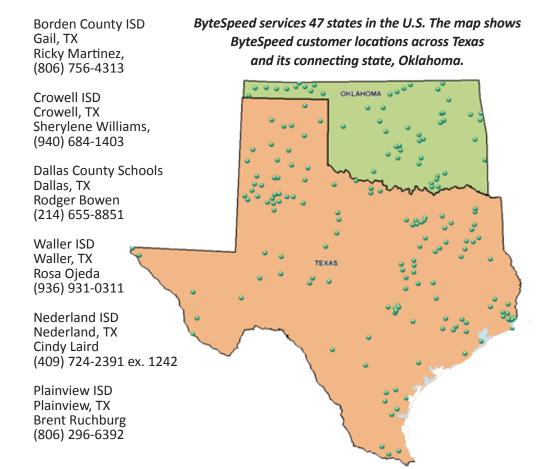
Orange Grove ISD Orange Grove, TX Tracy Klatt, (361) 384-2495

Connally ISD Waco, TX Kevin Tye, (254) 296-6400

Fort Stockton ISD Fort Stockton, TX Debra Ezell, (432) 336-4000

West ISD West, TX Brandon Crow (254)981-2036

Lake Worth ISD Lake Worth, TX Randy Hodges, (817)306-4220





5-Year Warranty

(Desktops, Servers, & Thin Clients/Zero Clients)

3-Year Warranty

(Laptops & Monitors)

2-Year Warranty

(11.6" & Under)

ByteSpeed is committed to honoring and maintaining our warranty. Our account managers and support team work closely with you to quickly resolve any warranty issues.

What IS Covered Under Warranty?

- Defects in materials and workmanship
- Standard manufacturer's warranty applies to non-ByteSpeed branded hardware (EX: D-Link switches, Samsung printers, Tandberg backup devices, Spectrum laptop carts, etc.)
- Normal hardware failure

What IS NOT Covered Under Warranty?

- Vandalism and intentional damage
- Theft or Loss
- Improper use that is not in accordance with proper care of equipment (Spills, drops, ect.).
- Acts of nature
- Accidental damage

Reporting a Problem

- Using the ByteSpeed Serial number on the back of the machine is the easiest and most efficient way for our tech support team to track replacements, parts, or warranty issues (It will look like 20xx-xx-xxxx).
- Any problems occurring in the first 30 days of use can be reported as DOA. ByteSpeed will immediately fix or replace all DOA machines.
- Technicians can use ByteSpeed's online customer support system
 to submit repair issues, track repair issues, manage their inventory,
 look up the configuration of a ByteSpeed computer, and more. For
 a login to the support portal contact helpdesk@bytespeed.com.

ByteSpeed Help Desk

 Please report any issues to ensure all ByteSpeed products are working properly. Contact ByteSpeed Support Mon-Fri 8am-5pm CST: 888.658.0715 or helpdesk@bytespeed.com.

Shipping Warranty Parts

- ByteSpeed guarantees all warranty issues are handled in a timely manner. Most warranty parts will ship the same day.
 Accelerated shipping is also an available option when needed for crucial situations.
- All ByteSpeed warranty parts will ship with pre-paid return labels for the bad part to return to Bytespeed.
- ByteSpeed offers a custom parts closet option with quantity orders. The parts closet is in essence an extension of ByteSpeeds inventory on your site, it is only to be used for maintaining and repairing ByteSpeed computers. As parts are used from the parts closet, customers need to follow the standard RMA process to replenish new parts for their parts closet. This helps eliminate down time and makes warranty requests much easier for both ByteSpeed and our customers.



TIPS TAPS

Computers,
Equipement,
Components &
Peripherals



Visit us online.

We encourage you to visit www.bytespeed.com and check out our customer testimonials or contact our references for more info on our quality products and support.

Did you know...?

Our techs are located in-house, enabling you to speak to the same technician every call!

"Try a Byte" Today!

We offer a hassle-free 30-day evaluation program to test our products and support.



ByteSpeed celebrated our 10-year anniversary as a Intel Platinum Technology Provider in 2012. ByteSpeed is also a Top 25 system



Microsoft Partner

ByteSpeed is also one of the top Direct Microsoft OEM resellers.



The Interlocal Purchasing System (TIPS):

ByteSpeed is pleased to offer the following bid packet for TIPS TAPS. Here are a few highlights of this quote packet:

- Industry Leading Warranty. ByteSpeed offers an industry-leading 5-year warranty on desktops, servers, and thin clients; 3-year warranty on laptops and monitors (1-yr warranty on laptop battery); and 2-year warranty on netbooks (1-yr warranty on laptop battery).
- FREE Lifetime Tech Support. We provide free lifetime toll-free, web-based, and e-mail support on all ByteSpeed products.
- FREE Shipping. We offer free shipping on your purchases as well as paying freight both
 ways on parts under warranty by shipping you a prepaid return label for your defective
 component.
- FREÉ Imaging. We provide free unlimited imaging of hard disks with custom image, saving you time and money deploying several machines, as well as reducing deskside setup time. We save your image and deploy it on future systems.
- FREE Asset Tagging. ByteSpeed will asset tag your systems and provide a corresponding spread sheet upon request at no additional cost.
- FREE On-Site Parts Closet/Hot Swap Spares. ByteSpeed provides free on-site parts closet/ hot swap spares for same day replacement of critical parts on quantity purchases. If you have a bad part, you can immediately replace it with a part from your parts closet. After we are notified, we'll send you a replacement to replenish your parts closet, as well as a postage-paid return label to mail the bad part back to ByteSpeed.
- **Flexible Billing Options.** ByteSpeed offers flexible billing options, enabling you to split billing into payments that are more convenient for your school district.
- Flexible Split Shipments. We will offer hassle-free, split shipments upon request (we can
 deliver these in one shipment or installments).

Here are a few highlights on ByteSpeed as a company:

- Proven History. ByteSpeed has been custom building our own line of Intel® based servers, desktops, netbooks, net tablets, and laptops since 1999. We have become a top solution provider for the education market nationwide.
- Reliability and Quality. We provide high end components and the newest motherboards and processors to provide the best cost of ownership.
- Certified Technicians. Our technicians have the following certifications: A+, Net+, Novell, MCP, MCITP, MCSA, MCTS, CompTIA A+, DCSE. And because our techs are located inhouse, you can speak to the same technician every time you call.
- ByteSpeed Repair Service. Our account managers and support team work closely with our customers to quickly resolve any repair and warranty issues. Customers can call, e-mail or submit a request for repairs through our on-line portal. Customers can create helpdesk tickets, look up previous RMA's, look up the configuration of a ByteSpeed computer, check tracking information on replacement machines, and more. Our technicians can also remote into your computers via the internet to diagnose problems if needed. In a majority of cases, our techs or our customer's techs can resolve the issue, whether it be a software, operating system, or a hardware failure.
- The ByteSpeed Advantage. Free shipping, free imaging, lifetime tech support, an on-site parts closet, reliability, fast support, and competitive prices. You can't go wrong with ByteSpeed!

PS... Check out our products online: http://online.flipbuilder.com/graz/ytmx/

Scott Bleth Vice President www.bytespeed.com sbleth@bytespeed.com 877.553.0777

Vendor Profile: ByteSpeed



Our Story

ByteSpeed has been custom-building Intel-based desktops, laptops, netbooks and servers since 1999 and have become a top solution provider for the education market nationwide. We have also expanded to work with financial institutions, healthcare facilities, and city and county governments across the nation.

Reliability and Quality

Our custom built systems consist of quality components that will give you the best all around performance, reliability, and Total Cost of Ownership.

Industry Leading Warranties

ByteSpeed's goal is to build machines that will outlast their warranty. Desktops, servers, and thin clients/zero clients have a 5 year warranty. Laptops and monitors have a 3 year warranty (plus 1-year on the laptop battery). Netbooks have a 2-year warranty (plus 1-year on the netbook battery).

Year Established: 1999 Classification: LLC (Limited Liability Corp)

ByteSpeed TAX ID:

45-0456218

Education Customers:

5,000+ schools nationwide

Capabilities

ByteSpeed builds and ships up to 1,000 computer systems per day from our 30,000 square foot state-of-the art facility in Moorhead, MN.



Intel Platinum Technology Provider

ByteSpeed is an Intel Platinum Technology Provider and a top 25 system builder. We receive a quarterly confidential road map from Intel indicating which parts will be discontinued and what is on the horizon, ensuring the systems you buy will have the latest technology.



Microsoft Direct OEM Reseller

ByteSpeed is a top Direct Microsoft OEM reseller. This allows us to stay current with the latest in software releases. It also provides us with a Microsoft team ready to help us with any questions or issues.



Free Shipping

ByteSpeed not only offers free shipping on all purchase, but we also pay freight both ways on parts under warranty by shipping you a prepaid return label for your defective component.

Free Custom Imaging

ByteSpeed provides free custom imaging services. Your master image can easily be duplicated on multiple systems, saving you time and money deploying several machines, as well as reducing deskside setup time. There is no limit to the number of machines we will image for you for free.

On-Site Parts Closet Option

ByteSpeed offers an on-site parts closet option on larger quantity purchases. This will provide immediate replacement of any system, ensuring no user is left without a computer. We will also asset tag the systems and provide a corresponding spread sheet upon request at no additional cost.

Technical Support and Service

ByteSpeed is heavily focused on customer satisfaction. Technicians will be provided with a username and password for ByteSpeed's online repair portal to easily manage your inventory, parts closet, and submit repair issues. They will also be able to call our toll-free number and speak with a technician immediately. There are no hassles, no holding on the phone, and you can talk to the same technician every time you need to. We DO NOT outsource our tech support overseas, and when you call us you are guaranteed a real person. Our average tech support call is less than five minutes.

Sales

ByteSpeed's dedicated sales team is ready to help you custom configure any system you want to your specifications. We won't load a bunch of 90-day trial software or bloatware (unless you ask for it). Just let us know what you want and we'll email you a competitive and fair quote.

The ByteSpeed Advantage

Free shipping, free imaging, on-site parts warehouse, high quality, reliability, fast support, and competitive prices. You can't go wrong with ByteSpeed. We encourage you to contact our references and learn more about the ByteSpeed advantage.

Our Qualifications







ISO 14001 Environmental

ISO 9001 Quality

ISO 9001:2008 and ISO 14001:2004 Certifications

ByteSpeed has received ISO 9001:2008 and ISO 14001:2004 certification. ISO 9001:2008 is recognized worldwide as a quality management standard that focuses on customer satisfaction, continuous improvement, and the adoption of a process approach. ISO 14001:2004 is internationally recognized for the environmental management of businesses, including the use of natural resources, handling and treatment of waste, and energy consumption.

Overall, these certifications mean ByteSpeed has demonstrated its commitment to enhancing customer quality and environmental responsibility for the configuration support, assembly, testing, and after sales service of custom-built desktops, laptops, netbooks, net tablets, and servers.



About Us

We realize it is a difficult decision considering a new vendor. However, we'd like to point out that ByteSpeed is NOT new in the technology industry. ByteSpeed has been custom-building Intel® based desktops, laptops, and servers since 1999. We have had a steady 20 percent growth or more every year since our beginning nearly 15 years ago.

Our Capabilities

We currently have customers nationwide in 47 of the 50 states and our average annual sales are \$35+ million. ByteSpeed builds and ship up to 1,000 computer systems per day from our 30,000 square foot state-of-the art facility in Moorhead, MN. We provide numerous benefits over our big box competition, and we encourage you to contact our references to learn about ByteSpeed from a customer perspective.

10-Year Intel Platinum Technology Provider Anniversary

ByteSpeed celebrated our 10-year Anniversary as an Intel Platinum Technology Provider in 2012, and we are also a top Intel system builder worldwide. In addition to our Intel Partnership, we are also one of the top Direct Microsoft OEM resellers in education.

State Contract Experience

ByteSpeed has years of experience with large quantity orders, and we are currently on a number of state contracts, including TIPS/TAPS, PEPPM, Mississippi EPL, Wisconsin K-12 Tech Network, IEC AV/Computer Cooperative Iowa, Illinois

Purchasing Bulletin, etc.

Celebration

15th Anniversary

ByteSpeed recently celebrated our 15th Anniversary with an Open House celebration on-site at our Moorhead, MN location.







5-Year Warranty

(Desktops, Servers, & Thin Clients/Zero Clients)

3-Year Warranty 2-Year Warranty

(Laptops & Monitors)

(Netbooks)

ByteSpeed is committed to honoring and maintaining our warranty. Our account managers and support team work closely with you to quickly resolve any warranty issues.

What IS Covered Under Warranty?

- Defects in materials and workmanship
- Standard manufacturer's warranty applies to non-ByteSpeed branded hardware (EX: D-Link switches, Samsung printers, Tandberg backup devices, Spectrum laptop carts, etc.)

What IS NOT Covered Under Warranty?

- Vandalism
- Improper use that is not in accordance with product instructions
- Acts of nature

Reporting a Problem

- Use the ByteSpeed Serial number on the back of the machine as the easiest and most efficient way for our tech support team to track replacements, parts, or warranty issues.
- Any problems occurring in the first 30 days of use can be reported as DOA. ByteSpeed will immediately fix or replace all
- Technicians can use ByteSpeed's online customer support system to submit repair issues, track repair issues, manage their inventory, look up the configuration of a ByteSpeed computer, and more.

ByteSpeed Help Desk

Please report any issues to ensure all Bytespeed products are working properly. Contact ByteSpeed Support Mon-Fri 8am-5pm CST: 888.658.0715 or helpdesk@bytespeed.com.

Shipping Warranty Parts

- ByteSpeed guarantees all warranty issues are handled in a timely manner. Most warranty parts will ship the same day. Accelerated shipping is also an available option when needed for crucial situations.
- All ByteSpeed warranty parts will ship with pre-paid return labels for the part that needs replacement. It is important to use this label so ByteSpeed can properly execute warranty requests.
- ByteSpeed offers a parts closet option that provides immediate replacement of any system, leaving no user without a computer. As parts are used from the parts closet, customers can request new parts to replenish the parts closet. This helps eliminate down time and makes warranty requests much easier for both ByteSpeed and our customers.



ByteSpeed Support Services



If you have a support issue, just make us aware of it and we'll take care of it!

Certified Technicians

Our technicians have the following certifications: A+, Net+, Novell, MCP, MCITP, MCSA, MCTS, CompTIA A+, DCSE

Questions? Problems?

Our in-house technicians are available to answer any of your questions or help you customize a solution that is a perfect fit for your organization.

Support Availability

Our technicians are available Monday-Friday from 8am to 5pm CST.

Contact Our Support Team:

Support schedule:

Monday - Friday, 8am-5pm CST

Support email address: serverteam@bytespeed.com

Toll Free: 888-658-0715 Local: 218-227-0445 Fax: 218-227-0498



Dedicated In-House Support Team

Fast, Hassle-Free Support

ByteSpeed's certified tech support team consists of full-time employees located in-house at our Moorhead, MN location. There are no hassles, no holding on the phone, and you can talk to the same technician every time you call. We DO NOT outsource our tech support overseas, and when you call us you are guaranteed a real person. Our average tech support call is less than five minutes.

Lifetime Tech Support

ByteSpeed understands that your computer equipment is vital to the success of your organization, and that is why we provide top-notch support throughout the entire life of your equipment with expertise from our dedicated in-house support team to resolve issues quickly to minimize downtime.

ByteSpeed's account managers and support team work closely with our customers to quickly resolve any repair and warranty issues. Customers can call, e-mail or submit a request for repairs through our on-line portal (more info below). Our technicians can also remote into your computers via the internet to diagnose problems if needed. In a majority of cases, our techs or our customer's techs can resolve the issue, whether it be a software, operating system, or a hardware failure.

Escalation Procedures

If a customer speaks with a technician who isn't sure of an answer, the call will be immediately escalated to a senior technician to resolve the question or issue at hand. You may also ask your sales rep for a list of senior technicians and ask for them directly when you call.

Customer Support Metrics

ByteSpeed keeps a close eye on customer support metrics by tracking the number of daily repairs, resolution times, support issues, etc. In addition to direct customer feedback, we measure customer support through support exit surveys, customer satisfaction surveys, and feedback on our website.

Online support community

In addition to the option of speaking immediately with an in-house technician, we offer support forums, a download center, and the ByteSpeed Vector Support Portal system.

ByteSpeed Vector Support Portal

ByteSpeed's Vector Support Portal is web based, allowing account issues and information to be tracked and updated from any web browser. The support interface links through our central databases allowing customers to access their up-to-date account information from various ByteSpeed departments, including sales, tech support, RMAs, shipping, etc.

Here are a few highlights of the ByteSpeed Vector Support Portal:

- Create helpdesk tickets
- Track the repair status of your equipment (technicians update tickets as they are working on them)
- · Request replacement parts and look up previous RMAs
- Track UPS shipments for RMAs, repairs, etc.
- View original invoice configurations of equipment
- Sort machine issues by serial number

Note: ByteSpeed Vector Support Portal accounts are created upon request only.

ByteSpeed Disaster Recovery We've Got Your Back.

Reliability You Can Count On... Today AND Tomorrow.



Call ByteSpeed: 877-553-0777

Just make us aware of it, and we'll take care of it!

Replacement Systems

If your organization suffers from a natural disaster, please contact ByteSpeed immediately. We will work with you to establish rapid recovery strategies and replace your ByteSpeed systems with comparable configurations in a reasonable amount of time. In addition, ByteSpeed guarantees that your recovery systems will be placed on the top of our system build list to ensure fast replacement.

Deferred Billing

ByteSpeed offers a deferred billing option upon request for replacement machines due to natural disaster, allowing delay of payment until insurance claims are processed.

Free Shipping

ByteSpeed offers free shipping on all purchases, including replacement machines due to natural disaster.

Free Imaging

ByteSpeed saves your image from your original purchase so we can deploy it on future systems with similar hardware, ensuring you get up and running quickly. If replacement machines are not compatible with your current image, ByteSpeed will overnight an imaging machine to create new images, ensuring you get up and running quickly.

Questions?

Please contact the ByteSpeed sales team regarding any questions or help you customize a solution that is perfect fit for your organization.

Contact Us Today

Please call us at (877) 553-0777 or visit our website: www.bytespeed.com





ByteSpeed No-Hassle Returned Goods Policy

ByteSpeed is committed to honoring and maintaining customer satisfaction. Our account managers and support team work closely with you to quickly resolve any product or warranty issues.

Any problems occurring in the first 30 days of use can be reported as DOA.

ByteSpeed will immediately fix or replace all DOA machines.

Reporting a Problem

- Use the ByteSpeed Serial number on the back of the machine as the easiest and most efficient way for our tech support team to track replacements, parts, or warranty issues.
- Technicians can use ByteSpeed's online customer support system to submit repair issues, track repair issues, manage their inventory, look up the configuration of a ByteSpeed computer, and more.

ByteSpeed Help Desk

 Please report any issues to ensure all Bytespeed products are working properly. Contact ByteSpeed Support Mon-Fri 8am-5pm CST: 888.685.0715 or helpdesk@bytespeed.com.

Shipping Warranty Parts

- ByteSpeed guarantees all warranty issues are handled in a timely manner. Most warranty parts will ship the same day. Accelerated shipping is also an available option for crucial situations.
- All ByteSpeed warranty parts will ship with pre-paid return labels for the part that needs replacement. It is important to use this label so ByteSpeed can properly execute warranty requests.
- ByteSpeed offers a parts closet option that provides immediate replacement of any system, leaving no user without a computer. As parts are used from the parts closet, customers can request new parts to replenish the parts closet. This helps eliminate down time and makes warranty requests much easier for both ByteSpeed and our customers.





ByteSpeed is committed to giving you the most value for your money.

That's why we offer reliable FREE shipping on all purchases, RMAs, and warranty items.

And unlike many of our competitors, no minimum purchase is required.

Free Shipping is just another reason to look to ByteSpeed for all your computing needs!

Free Shipping Means More Value for You!

No Minimum Purchase

Purchase 1 or 5,000+ products.

All Products Qualify

Even oversized products such as servers and laptop carts.

Track Your Shipments

Customers will receive an automated email with shipment information and tracking number.

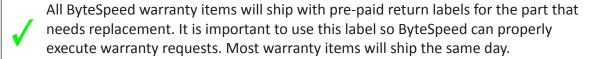
The ByteSpeed Vector Support Portal also enables customers to track UPS and FedEx shipments for RMAs, repairs, etc.

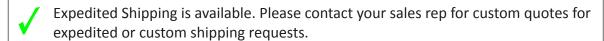
Free Shipping Details



Free Shipping offer is available in the contiguous United States only.

Orders shipped to Alaska, Hawaii or international addresses do not qualify.







Free shipping includes offloading products at delivery dock or front door. Lift gate service for palletized freight shipments is also included (if customer doesn't have a loading dock. Inside Delivery Service is NOT included (delivery past the front door).



ByteSpeed Custom Imaging Services

900

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What is Imaging?

When "imaging" your computer, we create a mirror copy of how your system is set up. This includes: operating system, applications, user files, printers, drivers, and system, network and security settings.

Benefits of Imaging

Your master image can easily be duplicated on multiple systems, saving you time and money deploying several machines, as well as reducing deskside setup time. We save your image and deploy it on future systems.



Unlimited Free Imaging

There is no limit to the number of machines ByteSpeed will image for you for free.

Imaging Privacy Policy

ByteSpeed is committed to protecting your privacy. ByteSpeed ensures that your image will be used only on your computers. We will not redistribute or reproduce your image or data.

B ByteSpeed® Parts Closet Policy

What Is the ByteSpeed Parts Closet?

ByteSpeed offers a parts closet option on quantity orders to handle any immediate warranty issues. The parts in your closet are designed to be set aside as convenient replacements to keep you up and running and avoid any downtime should you experience a failure. Please do not use them for extra machines.

Our account managers and support team work closely with our customers to quickly resolve any warranty issues.

What Should You Do If You Have a Bad Part?

You can immediately replace it with a spare from your closet. Please let us know as soon as possible about the bad component, and include the ByteSpeed serial number from the system that had the failure.

After we are notified, we'll send you a replacement to replenish your parts closet, as well as a postage-paid return label to mail the bad part back to ByteSpeed.

NOTE: Please do not discard any bad parts - you may be billed for those that are missing.

How to Contact ByteSpeed

To notify ByteSpeed of a bad part, customers can call, e-mail, or submit a request for a replacement through our online support portal.

Support email address:

helpdesk@bytespeed.com

Support phone and fax numbers:

Toll Free: 888.658.0715 Local: 218.227.0445 Fax: 218.227.0498

ByteSpeed Online Support Portal:

http://bytespeed.com/content/support

Support mailing address:

ByteSpeed Support 3131 24th Ave S

Moorhead, MN 56560

"Try a Byte" Today!

We know it's a difficult decision to buy from a new company.

That's why ByteSpeed offers a **30-Day Risk-Free Evaluation** that allows you to test our products and experience our outstanding service and support first hand - no strings attached!

It's as easy as 1, 2, 3...



Tell Us What You'd Like to Try

Check out our product line (*www.bytespeed.com*) and let us know which system you are interested in trying. No paperwork or purchase orders. We'll custom build a machine to meet your exact specifications and ship it to you at no charge!

7 Test It Out

While testing your system, we encourage you to call our tech support team and experience our fast, personalized support first hand! Our in-house technicians are available Mon-Fri 8 a.m. to 5 p.m. CST, and you can speak to the same technician every call. We also offer an online support community with support forums, download center, and portal system.





Let Us Know What You Think

At the end of your 30-day evaluation, you can either purchase the system or request a postage-paid label to return the eval system to ByteSpeed. Regardless of your final decision, we look forward to hearing about your experience with ByteSpeed!

www.bytespeed.com | sales@bytespeed.com | 877-553-0777 3131 24th Ave South, Moorhead, MN 56560

B ByteSpeed

Laptops | Desktops | Servers

Customer Testimonials

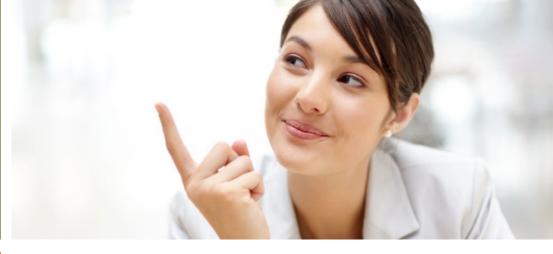


"Westville Schools have been using ByteSpeed computers for three years. We have nothing but good things to say about them. When I need a quote they are right there giving me options on configuring machines and they have always have the best price. I have used their tech support and their warranty a time or two and they always fix any problems. My sales rep is the best! He truly seems to care about me - the customer. He has even taken the time to figure out a software problem I was having! I highly recommend Byte Speed for all your computer needs." - Donna Willis, Technology Coordinator, Westville Schools, Westville, OK

"Their warranties are far above what the other companies offer. Their tech support is always courteous - you only have to wait a few seconds to talk to a technician." - Judy Tapp, Felt Public School, Felt, OK

"ByteSpeed has never failed to satisfy and receives my highest endorsement. I confidently recommend ByteSpeed. You won't be disappointed." - Ken Young, Director of Technology, Aberdeen School, District, Aberdeen, SD

"ByteSpeed is the greatest! Their products are wonderful - I couldn't ask for a better computer with an excellent warranty and tech support. Their tech support is awesome! They will help me with my problems by walking me through step-by-step or just fixing it for me by sending the computer back to them no questions asked." - Jana Brotherton, Tech Coordinator, Hollow Rock-Bruceton School District, Bruceton, TN



"ByteSpeed is one of the best companies I have ever dealt with. ByteSpeed has always done a quality job of supplying the computer needs of Colquitt County schools. I would recommend the ByteSpeed team to anyone wanting to form a lasting relationship with a trustworthy computer dealer." - Greg Ponder, Network Engineer, Colquitt County School District, Colquitt County, GA

"With so many larger companies using international tech support, it is nice to find a company who is still a good ole' American company with Midwestern values. They stand behind their products and their goal is to make the customer happy...They are a hidden secret that is hopefully spreading." - Tami Sukup, District Technologist, Missouri Valley USD, IA

"I'm happy to report we're ready to go ahead with the server order! I'm sure you're not surprised, but I heard nothing but glowing reviews from your references that I spoke with. Our management team was really impressed with your 5-year warranty, and when we priced out tier 1 competitors we just couldn't come close to the price once we tried to match the warranty up." - Jason Starcher, VP Operations, Baltic State Bank, Baltic, OH

"As the customer I can specify configuration and shop for the best prices, but we often don't find out how a company performs in the area of support until we have made the purchase and need to make that first support call. ByteSpeed has good prices and often amazingly fast turnaround when purchasing equipment, but they really shine when it comes to customer support. They are fast, friendly and easy to work with. I have been buying almost exclusively from ByteSpeed for 5 or 6 years and do not plan on looking elsewhere. Good prices, fast service and solid support are hard to find in one place and ByteSpeed has been that place for me. As long as they take care of us like this, we will keep coming back to ByteSpeed with our technology needs." - Dan Faulkner, Superintendent of Schools. Hooker, OK

"I have bought computers for business and education for 12 years. I have seen the customer service offered by computer manufacturer fluctuate in quality. ByteSpeed has the best customer service of any computer manufacturer I have dealt with. Great prices, great customer service and technical support, plus a 5-year warranty included in the price are the reasons I have purchased ByteSpeed computers and servers. One last thing that needs to be highlighted - ByteSpeed's server support is the absolute best I have ever experienced."

- Joe Webb, Technology Director, Uinta County School District #4, Mountain View, WY

"ByteSpeed just ROCKS!!! I spent over an hour trying to get a Dell replacement part... less than 2 minutes with Bytespeed!!! Truly GREAT SERVICE!! THANK YOU!!!!"

Chris Kuntaman, Tachnelogy Director, Taylonville, Schools, Taylonville, II.

- Chris Kuntzman, Technology Director, Taylorville Schools, Taylorville, IL

"In the past year, we have purchased over 60 laptop and desktop computers with related peripheral accessories from ByteSpeed. The entire ByteSpeed team has always been responsive to our computing needs, available to answer any of our questions and have provided quality products at an affordable price. I've been purchasing computer and related technology products for over 20 years. By far, ByteSpeed is the best company I've had the pleasure to work with." - Jeff Sisk, Technology Coordinator, Rural Technology Access Grant (RTAG), Hardeman County, TN

"Thank you ByteSpeed for being great to work with! Your products have been top notch, and your tech support has been the best I have worked with in my 10 years as the tech person at Centerville." - Lisa Kraning, Centerville School District, Centerville, SD



Who We Are

ByteSpeed custom builds our own line of high quality Intel® based servers, desktops, netbooks, net tablets, and laptops. In addition to becoming a top solution provider for the education market since 1999, we have expanded to work with financial institutions, healthcare facilities, and city and county governments across the nation.



Free 30-Day Trial!

We know it's a difficult decision to buy from a new company. That's why we offer a risk-free evaluation that allows you to test our products and experience our outstanding service and support first hand. We promise to exceed your expectations! Give me a call today.

-Scott Bleth





sbleth@bytespeed.com 3131 24th Ave S Moorhead, MN 56560 Toll Free: 877.553.0777 Fax: 218.227.0498 Direct: 218.227.0450

www.bytespeed.com

1 PASONS to choose ByteSpeed

- **1. Proven History** ByteSpeed has been custom building high quality Intel®-based desktops, laptops, and servers since 1999.
- 2. In-House Tech Support There are no hassles and you can speak to the same technician every time you call!
- **3. Industry Leading Warranties** 5-year warranty on all servers and desktops. Netbooks have a 2-yr warranty (+1yr battery) and laptops have a 3-year warranty (+1 yr battery).
- **4.** Partner Relations ByteSpeed is an Intel® Platinum Technology Provider and Top 25 System Builder. We are also a Top Direct Microsoft® OEM Reseller.
- **5. Reliability and Quality** We use only quality components that will give you the best all-around performance, reliability, and total cost of ownership.
- **6. Free Custom Imaging Services** Your master image can easily be duplicated on multiple systems, saving you time and money deploying several machines, as well as reducing deskside setup time.
- **7. Free Shipping** We offer free shipping and handling on purchases, and we also pay freight both ways on parts covered under warranty.
- **8. On-Site Parts Closet** This will provide immediate replacement of any system, ensuring no user is left without a computer (on quantity purchases).
- **9. Risk-Free Evaluation** Test any of our products and experience our outstanding service and support first hand. Request your free evaluation system today!
- **10. ByteSpeed Advantage** Free shipping, free imaging, lifetime tech support, parts closet option, reliability, fast support, and competitive prices. You can't go wrong with ByteSpeed! We encourage you to contact our references and learn more about the ByteSpeed advantage.

B ByteSpeed*

DIGITAL SIGNAGE

Engage. Inform. Entertain.

ByteSpeed has a NEW customized digital signage package that is easy to use, attractive, and affordable! http://www.bytespeed.com/products/digitalsignage

The ByteSpeed NUC
Small AND Powerful!

The ByteSpeed NUC (Next Unit of Computing)

is an independent computer featuring a tiny motherboard that fits into a micro 4.5" x 4.4" x 1.5" chassis. Its energy efficient design and compact size makes it perfect for digital signage, compact spaces, and more! Includes a 5-year warranty.

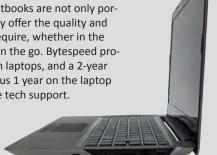


Show calendar events, custom messages, RSS feed, Twitter feed, stocks, news feed, sports scores, and more

Include photo slideshows, streaming video, flash presentations, or a combination of media

Laptops

ByteSpeed laptops and netbooks are not only portable and reliable, but they offer the quality and functionality your users require, whether in the classroom, the office, or on the go. Bytespeed provides a 3-year warranty on laptops, and a 2-year warranty on netbooks, (plus 1 year on the laptop battery), with free lifetime tech support.



Desktops

ByteSpeed desktops are custom built to your needs, offering uncompromised performance ranging from everyday computing needs to your most demanding programs. Bytespeed provides a standard 5-year warranty and lifetime tech support on all desktops.



Thin Clients/Zero Clients

Thin Clients are remote access devices that offer an easy and affordable alternative to updating a computer lab or multiple labs of up to 1,000 computers. Zero Clients offer space savings, affordability, energy efficiency, and increases access by allowing multiple users to share one computer at the same time. Bytespeed provides a 5-year warranty and lifetime tech support on thin clients and zero clients.



All-In-One Solution

ByteSpeed offers creative All In One Solutions that feature a compact design and small footprint to keep workspaces manageable. These solutions offer simple installation and effortless operation, and allow you to transport a workstation anywhere easily and quickly.



Servers

ByteSpeed Accel Server Series products are powered by the latest Intel technologies, providing plenty of storage, high performance, redundant power, and much more. ByteSpeed's efficient, high performing server systems are backed by a 5-year warranty and lifetime tech support.

