VENDOR CONTRACT

Between PartStock Computer LLC **and**

(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Refurbished Computers and Equipment
#07012215

General Information

The 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 the 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. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

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 residence at 4845 North US Hwy 271, 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.

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, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

This contract period is for one (12) months 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 not sell to TIPS members at a price lower than can be obtained thru the TIPS 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% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. 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 the 2% is mailed. Failure to pay the 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, its 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, member(s), officers, employees, or agents.

2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its 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, its 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, its 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 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 Vendor has 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 Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract # on PO.
- Email PO as a pdf attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

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 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 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 Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until 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 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, 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 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 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 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 member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the 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 member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the 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 member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the 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 member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and 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 commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

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

Check one of the following responses to the General Terms and Special Terms and Conditions:

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

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

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

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

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a HUB and/or M/WBE ☐ Yes ☑ No
(If yes, vendor must provide certificate in Section 7 (Certificates)

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder. ☐ Yes ☑ No

Vendor's principal place of business is in the city of Morrisville State of NC

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:
☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
☑ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. 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. ☑ Yes ☐ No
If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS participation fee. ☑ Yes ☐ No

1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. ☑ Yes ☐ No

1.4.4. Additional discounts to TIPS members for bulk quantities? ☑ Yes ☐ No

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 5 - 9 working days.

1.5.2. Which description best describes your company's position in the distribution channel?

☐ Manufacturer direct
☐ Authorized distributor
☐ Value-added reseller
☑ Certified education/government reseller
☐ Manufacturer marketing thru reseller
☐ Other _____

1.5.3. Company experience in this category. 20 Years

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

Prices are guaranteed for: **(Standard Term is "Term of Contract") Term selected will affect scoring.**

____ ☐ Month(s); or ____ ☐ Year(s); or ____ ☑ Term of Contract

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

Since 1994, PartStock Computer has been the leading computer dealer in the education marketplace, delivering high-quality, custom-built computer equipment to schools. We have built our reputation on our customer service and our ability to offer our customers new and certified refurbished computers and computer equipment, including recertified laptops, servers and refurbished computer parts.

We all know that computer technology budgets are tight. Let PartStock provide the solution! We offer major brand equipment including certified refurbished Dell, IBM/Lenovo, HP and Apple. We offer desktops, servers, notebooks, netbooks, notebook labs and parts - all for a lot less than the cost of new equipment.

We will support you during and after your purchase with the best in-house customer service and technical support staff in the business, throughout your entire warranty period. No excuses, no run-around.

Call us today at 877.928.4800 or Email us at sales@partstock.com

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

All SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Tom Vollmer

Title: Account Executive

Email: tvollmer@partstock.com

Phone: 919-433-1119

Fax: 877-554-6698

Mobile:

Secondary Contact:

Name: Vincent Occhipinti

Title: Director of Global Sales Development

Email: vocchipinti@itxchange.com

Phone: 919-354-3194

Fax:

Mobile:

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

Contact person: Sonya Weimer
Email: sweimer@itxchange.com
Telephone: 919-433-0232

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. Words to be included in the Search Engine for my Company (Limit 500 words): Computers for education, computers for school, dell laptops, dell certified, dell certified laptops, dell specials, hp desktop computers, hp certified laptops, ideal school supply company, recertified computers, reconditioned laptops, certified computer parts, certified computers, certified dell latitude, certified dell monitors, certified laptops, certified notebooks, certified pc, refurbished computer monitors, refurbished dell computers, refurbished dell monitors, refurbished laptops, refurbished notebooks, refurbished pc, dell refurbished, dell refurbished laptops

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.
Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	PartStock Computer LLC	
Mailing Address	9241 Globe Center Dr, Ste 100	
City/State/Zip	Morrisville, NC 27560	
Telephone No.	877-928-4800	
Fax No.	877-554-6698	
E-mail address	contracts@partstock.com	
Authorized signature		
Printed name	Bridget Smith	
Position with company	General Counsel & Sr. Director of Human Resources	
EMAIL FOR ALL PO's WILL BE SENT	Email	sweimer@itxchange.com
Person Responsible for PROCESSING PO's	Name	Sonya Weimer
Telephone to Contact the PO Person	Phone	919-433-0232
Company Website	www.partstock.com	

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

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNatt — 1-22-15

TIPS Authorized Signature — Date

David Wayne Fitts — 1-22-15

Approved by Region VIII ESC — Date

TIPS Vendor References

Jason Atkinson –IT Director

Bladen County Schools

1489 Highway 701 South

Elizabethtown, NC 28337

(910) 862-4136

Andrew Guerra – IT Director

Gregory-Portland ISD

611 Buddy Ganem

Portland, TX 78374

Phone: 361-777-1089 opt. 1

Michael Arbia -Computer Applications Instructor & VLL Facilitator

Lakeside Christian School

1897 Sunset Point Rd

Clearwater, FL 33765

727-461-3311 ex 312

PartStock Warranty:

Warranty Statement: End-Users (Schools & Businesses)

At our sole discretion, during the standard warranty period PartStock Computer LLC ("PartStock") will repair, or replace any equipment found to be defective, or will issue appropriate credit.

Desktops

- PartStock provides a six (6) year warranty* from the date of purchase
- 24 hour response on a claim
- Standard Warranty covers: - Motherboard | Optical drive | Hard drive | RAM | Processor | Power supply

Laptops/Notebooks

- PartStock provides four (4) year standard warranty* from the date of purchase
- 24 hour response on a claim
- Standard Warranty covers:
  - Mainboard | Optical drive | Hard drive | RAM | Processor | Power supply | Heat sink, fan
  - Keyboard and/or keyboard keys – non functioning
  - Battery (ninety {90} days from date of purchase
  - Screen/display – mechanical failure or dead pixels

Tablets

- PartStock provides a thirty (30) day standard warranty* from the date of purchase.
- PartStock provides a five (5) day protection against any tablet that arrives in non-working condition from the date of delivery. PartStock will cover return shipping and replacement shipping of any product that arrives in such state.

Parts

- PartStock provides a ninety (90) day warranty on all parts.

Batteries, Bulbs and Media

- PartStock provides a ninety (90) day battery warranty.
- PartStock will replace up to one battery/per unit during the life of the warranty.

• Battery has to maintain less than 30 min power during normal computer function (Internet/MS Office software running) to qualify for replacement.

Displays

• PartStock will warranty any display purchased with a system for the length of the standard system warranty.
• PartStock will provide a one year standard warranty for any display purchased without a system.

Technical Assistance

PartStock will also provide technical support via telephone and tech chat options if you have questions or problems while setting up or using your equipment. Technical assistance is limited to the hardware and a PartStock installed operating system. The warranty does not cover damage to the equipment or operating system as a result of misuse or other end-user installed software.

Shipping

Shipping charges are covered at PartStock's expense during the first three years of PartStock's standard warranty and during the full term of any warranty lasting less than three years. PartStock is only responsible to cover the shipment cost of necessary warranty replacement parts sent by PartStock to the appropriate location during any warranty period that extends beyond three years. All other shipping costs are the responsibility of the customer.

Additional/Accidental Warranty Information: Please call 877.928.4800

* Terms and Conditions of the standard warranty are subject to change at PartStock's discretion.

Return Policy: End-Users (Schools & Businesses)

We may request that defective products be returned to us at: PartStock Computer, 9241 Globe Center Dr., Suite 100, Morrisville, NC 27560
PartStock reserves the right to require the return of defective products to our location, but may not do so in all cases. Please discuss the need to return defective products with your sales or customer service representative.
The assigned RMA (Return Material Authorization) number issues to you by customer or technical service must be plainly indicated on the outside of the packaging.

Our technical staff will repair or replace your damaged or inoperable equipment. We will return the repaired or replacement product to your location at our expense.

In the event the product returned to PartStock Computer is determined to be in normal working order or if the technical problem is the result of misuse or end-user installed software, you will have two options:

1. Credit your account, less a 25% restocking fee and the cost of shipping - or -
2. Return the product to your location plus a $30 processing fee and cost of shipping.

PartStock Computer will issue a FedEx call tag to facilitate the return of the failed product. All products returned for credit must be complete (i.e. all manuals, keyboards, cables, A/C adapters, external CDROMS, etc.). RMA product must be returned within 14 days of receiving the RMA number or the replacement part will be billed.

Warranty Statement: Non End-Users (Resellers)

PartStock Computer provides a thirty (30) day warranty on products, unless otherwise noted.
At our sole discretion, during the warranty period PartStock Computer will repair or replace any equipment found to be defective or we will issue credit.
We will also provide technical support via telephone and tech chat options if you have questions or problems while setting up or using your equipment.
Technical assistance is limited to the hardware and a PartStock installed operating system. The warranty does not cover damage to the equipment or operating system as a result of misuse or other end-user installed software.

Return Policy: Non End-Users (Resellers)

Return products to: PartStock Computer, 9241 Globe Center Dr., Suite 100, Morrisville, NC 27560
Call tags will not be issued.
The assigned RMA number issued to you by customer or technical service must be plainly marked on the outside of the packaging.
Our technical staff will repair or replace your damaged or inoperable equipment and ship the repaired or replacement product to you at our expense.

***Items not covered under PartStock's Standard Warranty**

PartStock does not cover the following items under its Standard Warranty. Drops, spills, misuse, cases or plastics, software or software updates (*please see additional/accidental warranty options*). After the

third year of the standard desktop and laptop warranty, PartStock will only be responsible for replacement of any solid state components such as the motherboard. Components including, but not limited to; optical drive, power supply and hard drive are not the responsibility of PartStock after year three of PartStock's standard warranty. PartStock will provide its customers the option to replace any non-warranty parts, or systems at the market rate plus applicable shipping charges. PartStock is not responsible to warranty any item after the expired standard warranty term.