

VENDOR CONTRACT

Between 2TAC CORPORATION 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.)

RFP- Refurbished Computers and Equipment – Due December 11, 2014 at 3:00 p.m.

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

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 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.

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.
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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.

Freight. Freight is not included in TIPS/TAPS bid pricing, as it depends on customer's location. Freight is always quoted by the best shipping carrier and method available for each Sales Quote issued by 2TAC Corporation to its customers, including any TIPS/TAPS Members. If freight is preferred to be included in the product pricing by the customer, such is clearly noted on 2TAC Sales Quote.

Shipments. 2TAC Corporation shall ship ordered products within ten (10) working days after the receipt of the order. 2TAC Corporation reserves the right to agree on a different shipment timeline with the (prospective) customer which differs from the aforementioned timeline. Such agreement will be listed on 2TAC Sales Quote. 2TAC Sales Quote timelines supersede the standard shipping timelines.

Form of Contract. 2TAC Corporation requires its customers, including any TIPS/TAPS Members, to sign "Sales Agreement Terms & Conditions". A current copy is enclosed; the most recent revision is always available at <http://www.2TAC.com/SATC.pdf>.

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))

Not certified by SBA but
"YES" 100% Woman Owned
(Self-Certified)

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 Corona State of California

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

5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is ten (10) working days.

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

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other Manufacturer Registered Refurbisher

1.5.3. Company experience in this category. 2 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

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: Kenneth Ballantyne

Title: Sales

Email: tipstaps@2TAC.com

Phone: (866) 523-7178

Fax: (866) 639-0556

Mobile: _____

Secondary Contact:

Name: _____

Title: _____

Email: _____

Phone: _____

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:

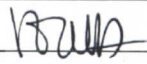
Contact person: Kenneth Ballantyne
Email: tips/taps@2TAC.com
Telephone: (866) 639-0556 x3

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

refurbished, computer, notebook, laptop, ipad, tablet, chromebook, refurbished computer, refurbished notebook, refurbished laptop, refurbished tablet, refurbished ipad, refurbished tablet, refurbished chromebook, microsoft refurbisher, griffin, griffin reseller

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.

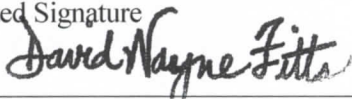
Company name	2TAC Corporation
Mailing Address	1950 Compton Avenue #105
City/State/Zip	Corona, CA 92881
Telephone No.	(866) 639-0556
Fax No.	(866) 639-0556
E-mail address	tipstaps@2TAC.com
Authorized signature	
Printed name	V Rocnik
Position with company	President
EMAIL FOR ALL PO's WILL BE SENT	<u>Email</u> tipstaps@2TAC.com
Person Responsible for PROCESSING PO's	<u>Name</u> Ken Ballantyne
Telephone to Contact the PO Person	<u>Phone</u> (866) 639-0556
Company Website	www.2TAC.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.



TIPS Authorized Signature



Approved by Region VIII ESC

1-22-15

Date

1-22-15

Date

RFP- Refurbished Computers and Equipment – Due December 11, 2014 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

References

Prairie Grove School District
110 School Street
Prairie Grove, AR 72753

Shawn Witt, Director of Technology
shawn.witt@pgtigers.org
(479) 846-4264

Atkins School District
307 North Church Street
Atkins, AR 72823

Jason Ezell, Technology Coordinator
jason.ezell@atkinsschools.org
(479) 970-5100 (cell)

Green Forest School District
400 E 10th Street
Green Forest, AR 72638

Jim Poff, Technology Coordinator
jpoff@gf.k12.ar.us
(870) 428-5201 or (870) 423-7776 (cell)

Russellville School District
220 West 10th Street
Russellville, AR 72801

Ben Janelle, Technology Director
ben.janelle@russellvilleschools.net
(479) 968-1306

Bald Knob School District
103 West Park Street
Bald Knob, AR 72010

Tammi Dantoni, Technology Coordinator
tammi.dantoni@baldknobschools.org
(501) 724-6464 x 108

Cutter Morning Star School District
2801 Spring Street
Hot Springs, AR 71901

Vince Herron, Technology Coordinator
vinceh@cms.dsc.k12.ar.us
(870)-210-6844

Dover School District
9371 Market Street
Dover, AR 72837

Sandy Warhurst, Technology Coordinator
sandy.warhurst@doverschools.net
(479) 331-3764

Poyen School District
14296 Hwy 270W
Poyen, AR 72128

Brad Newton, Technology Coordinator
newton.brad@poyenschool.com
(501) 467-5563

West Memphis School District
301 S Avalon Street
West Memphis, AR 72301

Jim Robb, Technology Director
jrobb@wmsd.net
(870) 735-1915

Mena Public Schools
501 Hickory Avenue
Mena, AR 71953

Nathan Stone, Technology Director
nathan.stone@menaschools.org
(479) 394-1710

Midland School District
PO Box 630, 741 Main Street
Pleasant Plains, AR 72568

Jess Seger, Technology Coordinator
jseger@midlandschools.org
(501) 345-8844



LIMITED WARRANTY

The Warranty Period is set forth on the 2TAC Corporation ("2TAC" or "we" or "us" or "our") Sales Quote. The sole obligation of 2TAC during the Warranty Period will be at our discretion to either repair or replace any Equipment found to be defective, or we will issue credit for the defective Equipment equal to the Purchase Price less costs described below. 2TAC is not responsible for equipment malfunctioning out of a purchased Warranty Period.

2TAC will provide telephone technical assistance if you have questions or problems while setting up or using your Equipment. Technical assistance is limited to the hardware and operating system (if we installed the operating system). 2TAC does not provide assistance with setting up accounts, other software or application installs or the installation of the operating system if 2TAC sold the Equipment without an operating system. This limited warranty does not cover damage to the Equipment or operating system, if installed, as a result of negligence, accident, misuse, modification or other end user installed software or application(s). 2TAC is not responsible for software recovery or loss of data.

1. 2TAC will not replace, repair, or credit malfunctioned equipment if the equipment malfunction is deemed customer error.
2. In the event 2TAC elects to replace the defective Equipment, 2TAC may replace the defective Equipment with equipment of a different model (of comparable or greater value) which may or may not be compatible with the software previously installed on the defective Equipment that is being replaced.
3. In consideration of the foregoing, and in the event Customer requires the replacement equipment to include the prior version of software, Customer is responsible to provide such software to 2TAC for loading onto the replacement equipment, within a reasonable timeframe, prior to shipment.
4. 2TAC pre-delivery guidelines utilize an industry-standard grading system for "Grade A" displays. 2TAC will not accept displays for return if they meet the Grade A minimum requirements (3 or less dark spots, audited on white, red, green and blue backgrounds; and unnoticeable MURA on blue background).
5. This limited warranty does not cover software, including operating system and application(s), or hardware problems that result from:
 - a. External causes such as accident, abuse, misuse, or problems with electrical power;
 - b. Servicing not authorized by us;
 - c. Usage that is not in accordance with product instructions;
 - d. Failure to follow the product instructions or failure to perform preventive maintenance;
 - e. Problems caused by using accessories, parts, or components not supplied by us;
 - f. Equipment for which the payment is due yet we have not received such payment;
 - g. Consumables (ink, toner, batteries...).
6. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). ALL EXPRESS AND IMPLIED WARRANTIES FOR THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ON YOUR PROPOSAL. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.
7. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR EQUIPMENT NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE EQUIPMENT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.
8. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
9. If no warranty is listed on 2TAC Sales Quote, the warranty is limited to 90 day.
10. Return Policy applies to all replacements.