



**Best Buy Response To:**

## **REQUEST FOR PROPOSAL DOCUMENT**



### **The Interlocal Purchasing System (TIPS)**

A Cooperative Purchasing Program available for membership by Government and Other Entities in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

#### ***Lead Agency***



#### **Region VIII Education Service Center**

**Address: 4845 US Hwy. 271 North  
Pittsburg, Texas 75686**

**Toll-free (866) 839-8477 Fax (866) 839-8472  
Website: [www.tips-usa.com](http://www.tips-usa.com) E-mail: [bids@tips-usa.com](mailto:bids@tips-usa.com)**



Best Buy is pleased to provide TIPS with a response and we appreciate the opportunity to submit a proposal to support the scope of TIPS's Technology Solutions and help expand their membership list. Thank you for taking the time to review our proposal to support the technology needs of all the members of TIPS. Based on the information contained in your invitation to bid, Best Buy has assembled the attached proposal.

Best Buy (BBY) over the past 12 months has supported more than 4,700 schools in a variety of deployments, technology needs, teacher training, leasing options, services and recycling programs in a majority of the States.

Best Buy has created several videos to outline some of the great work our team has done.

- Edina Case Study Video: [https://youtu.be/P8VtkADMS\\_s](https://youtu.be/P8VtkADMS_s)
- Best Buy Education Overview Video: <https://youtu.be/-wuEe4z1tbY>
- Best Buy Donation: <https://youtu.be/HcQWBy-haI4>

Please feel free to reach out to your primary contact, Sr. Contract Specialist, Ashley Cochran; whose information is below with any questions or concerns you may have.

**Ashley Cochran**

Sr. Contract Specialist

Best Buy Education

612-291-7828 – Office

952-430-3673-- Fax

[Ashley.Cochran@Bestbuy.com](mailto:Ashley.Cochran@Bestbuy.com)

Best Buy looks forward to answering any additional questions you might have. We hope you find our proposal thorough and complete.



## **Executive Summary**

On Behalf of Best Buy and our entire team of 120,000 employees, we are excited to be considered as a long term partner to TIPS to support the needs of the students, teachers, and administrators. There are 8 main areas that we believe are important to our bid and highlight our strengths:

- 1) Unbiased approach to technology needs and requirements
- 2) Pre-assessment of technology needs across multiple platforms
- 3) Purchasing of products at the best available total cost of ownership
- 4) Support of the products & services for the entire lifecycle of the device
- 5) Facilitate the deployment of products, services at scale
- 6) Recycling/Trade-In programs that are sustainable and long term
- 7) Professional development to help teachers, parents & administrators
- 8) Local presence in the community (hiring, taxes & green initiatives)

Best Buy, for 50 years, has focused on being part of the fabric of the local communities. We are proud to have over 1,000 stores in local communities across the USA. The stores in Illinois are: (a) exciting places to see the latest and greatest technologies, (b) places to work and build a career, (c) place for taking back and recycling legacy technology products, and (d) places that generate and pay local tax revenues. Since the opening of our first stores, Best Buy has contributed millions of dollars in tax revenues while consistently providing valuable jobs to all 50 states. These stores function as a support mechanism for all of the customers in the state and together we will develop custom service capabilities based on your local technology needs

We believe Best Buy is the best choice as a partner for education technology needs as we offer unbiased recommendations, expertise and experience, a vast assortment of goods and local services from a trusted brand.

We understand that pricing is a critical component of your decision making process and we have worked hard to provide the most competitive total cost of ownership possible. With that said, we desire to partner with TIPS to guarantee that we meet or exceed your needs on pricing through the entire lifecycle of the deployment from day one to end of life and recycling of the devices after they have outlived their usefulness.

## **Qualifications**

Thanks for the opportunity to discuss what Best Buy (BBY) can provide to The Interlocal Purchasing System (TIPS). This is a great chance for BBY to show you all of the things our company is capable of in this arena.

First, as part of the decision process, TIPS should know a little bit about Best Buy For Business (BBFB). BBFB is the Commercial division of Best Buy Company (NYSE:BBY). BBY sells to business, education and government customers through our network of dedicated sellers. Best Buy Company Inc. is a Fortune 100 company incorporated in Minnesota. Approximately 130,000 employees apply their talents to help bring the benefits of these brands to life for customers through retail locations, multiple call centers and web sites, Geek Squad® Tech Hubs, in-home solutions, product delivery and in our communities. With operations in the United States, Mexico, and Canada, Best Buy Co., Inc. is a multinational retailer of:

- o Commercial and consumer grade computers and information technology hardware, software and peripherals
- o Commercial and consumer grade audio-visual hardware and peripherals
- o Commercial and household appliances
- o Geek Squad® services (including installation) and third party installation services

The Best Buy Co., Inc. family of brands and partnerships collectively generates more than \$40 billion annual revenue and includes brands such as Best Buy, Best Buy, Audiovisions, Geek Squad®, Magnolia Audio Video, and Pacific Sales Kitchen and Bath Centers.



Geek Squad® is the first national 24-hour task force dedicated to solving the world's technology challenges. Comprised of highly skilled and specially trained computing Agents, home entertainment installers (GSIs), Autotechs and appliance repairers (GSRs), 20,000 active Geek Squad technicians patrol Geek Squad precincts in all U.S. Best Buy® stores, at Geek Squad® stand-alone U.S. store locations and at service centers nationwide.

Founded in 1994 by Geek Squad® Chief Inspector Robert Stephens, Geek Squad began with \$200 and a bicycle in Minneapolis. In 2002, Geek Squad entered into joint operation with Best Buy and expanded nationally in 2004 - providing consumers nationwide with a unified, fully owned task force to help them manage their growing dependence on technology. And in October 2006, Geek Squad® unveiled Geek Squad® City, the force's largest repair site. The Louisville facility encompasses nearly four acres and houses the largest concentration of Geek Squad® Agents anywhere on Earth. Geek Squad® City is the anchor for a network of Geek Squad® service locations that house the technicians who repair the vast array of gadgets people depend on. Geek Squad Protection provides for services as outlined in the attached brochure (Attachment C - GSP). Best Buy provides warranty and post warranty (depending on the length of the GSP) for appliances for up to 5 years under a GSP.

Please note, while we are happy to provide service as a result of this response, and Geek Squad sometimes uses a valued partner for services, all technicians providing service will be Best Buy branded. We do not share information about our vendor partners or subcontractors. All partners are thoroughly vetted and able to provide Best Buy's level of service for your needs.

For the final piece of the complete Best Buy picture, we bring in our retail location partners. With over 1,000 retail locations nationwide and Geek Squad® in most retail locations, not to mention our BBY sales force nationwide, we are close to our customers and our support goes beyond just a mailing address. When a BBY product is sold, there is a local Best Buy store and a dedicated team to support it. BBY's goal is to satisfy every TIPS member with the same level of support and aftercare as every customer that walks into our stores, which in many cases, is already one of our current customers. Your Account Manager is just a phone call or email away. With resources like this, we can provide high levels of service to meet your needs.

**Additional information about Best Buy:**

Date of Incorporation: 1969

Ownership: Public Company

Corporate Headquarters location:

Best Buy Corporate

7601 Penn Avenue South

Richfield, MN 55423

Bank References:

- U.S. Bank National Association

Please contact via fax for credit inquiries at (503) 401-8287

- For inquiries regarding our capital structure and sources of liquidity please contact our Treasurer Flavio Costa at [Flavio.Costa@bestbuy.com](mailto:Flavio.Costa@bestbuy.com)

Dun & Bradstreet Number: 023058159

Last Annual Report: <http://investors.bestbuy.com/investor-relations/financial-info/sec-filings/sec-filings-details/default.aspx?FilingId=10599642>

Additional Financials:

- Financial performance: <http://investors.bestbuy.com/investor-relations/financial-info/sec-filings/default.aspx>
- Archive for last 8 years of financials: <http://investors.bestbuy.com/phoenix.zhtml?c=83192&p=quarterlyearnings>
- Archive for 17 years of Annual Reports: <http://phx.corporate-ir.net/phoenix.zhtml?c=83192&p=irol-reportsannual>



## PRODUCT LINE CARD

### **Appliances** .5 - 2.5%

Amana  
Avanti  
Bissell  
BOSCH  
Bunn  
Char-Broil  
Conair  
Cuisinart  
Danby  
Dyson  
Electrolux Home Products  
Emerson  
Euro-Pro  
Frigidaire  
General Electric  
Haier  
Honeywell  
Hoover  
Iglloo  
iRobot  
Keurig  
Kitchenaid  
LG Electronics  
Magic Chef  
Nest  
Ninja  
Panasonic  
Samsung  
Shark  
Sharp  
Sunbeam  
Whirlpool

### **Cables** 5 - 15%

Belkin  
Cables to Go  
Dynex  
Monster Cable  
Rocketfish  
Startech.com

### **Computing** .5 - 2%

Acer  
Apple  
Asus  
Dell  
HP  
Lenovo  
Panasonic  
Samsung  
Toshiba

### **Computing Accessories** 5 - 10%

Acer  
Apple  
Asus  
Belkin  
Blackbox  
Bose  
Bretford  
Cables to Go

Case Logic  
D-Link  
Dell  
Dynex  
Ergotron  
HP  
Insignia  
Kensington  
Lenovo  
Logitech  
Microsoft  
Peerless  
Samsung  
Sony  
Speck  
Targus  
Toshiba

### **Consumer A/V & Accessories** 5- 10%

Acoustic Research  
Actiontec  
Amazon  
Antennas Direct  
Apple  
Asus  
Audio America  
Audio Quest  
AudioSource (Rodin)  
Audiovox  
Belkin  
Bell'O  
BIC America  
Bose  
Boston Acoustics  
C2G  
Channel Master  
Channel Vision  
Clearview  
Creative Labs  
Denon  
D-Link  
Dynex  
Emerson  
Google  
Grace Digital  
Harman Kardon  
iLive  
Init  
Insignia  
IOGEAR  
Ion Audio  
JBL  
Jensen  
JVC  
Klipsch  
Koss  
LG Electronics  
Logitech  
Magnavox  
Middle Atlantic  
Monster  
MTX  
Netgear  
Niles Audio

Numark  
Panasonic  
Philips  
Pioneer  
Polk Audio  
Pyle  
RCA  
Rocketfish  
Roku  
Russound  
Samsung  
Sauder  
Sharp  
Sherwood  
Sling Media  
Sonos  
Sony  
Startech  
Supersonic  
Terk  
Toshiba  
True Seating Concepts  
Vizio  
Westinghouse  
Whalen Furniture  
Yamaha

### **Commercial A/V & Accessories** 5 - 10% (includes live sound)

AKG  
AKAI  
American DJ  
Atlas Sound  
Atlona  
Audix  
Behringer  
Black Box  
Blue Microphones  
Bogen  
C2G  
CAD  
Cambridge Sound Masking  
Channel Vision  
Coleman  
Creative Labs  
Crown Audio  
Cyber Acoustics  
DBX Professional  
Denon  
D-Link  
Fender  
Gefen  
Hosa  
IAdea  
JBL Professional  
KEF  
Key Digital  
Klipsch  
Koss  
KRK  
Lexicon  
Logitech  
M Audio  
Middle Atlantic

NADY Systems  
NEAR  
Niles Audio  
Numark  
Peavey  
Peerless Industries  
Pinnacle Speakers  
Pyle  
RapidRun  
Russound  
Samson  
Sennheiser  
Shure  
Sony  
Soundcraft  
Speco Technologies  
Startech  
URC  
VocoPro  
Wiremold  
Xantech  
Yamaha Pro Audio  
ZeeVee

### **Commercial Panels & Accessories** .5 - 3.5% (LFD, Digital Signage, Touch, Hospitality & Healthcare)

Asus  
BenQ  
BrightSign  
Christie Digital Systems  
Continu.us  
Dell  
D-Link  
Draper  
Elo TouchSystems, Inc  
Gefen  
Hewlett-Packard  
InFocus  
Innovative Sales Solutions Inc  
Key Digital  
LG Electronics  
NEC  
Panasonic  
Peerless Industries  
Planar  
RCA Commercial TV  
Samsung  
Sharp  
SunBrite TV  
ViewSonic

### **Digital Imaging** .5 - 3.5%

Canon  
DJI  
FujiFilm  
Garmin  
GoPro  
HTC  
iON  
JVC  
Kodak  
Nikon

Olympus  
Panasonic  
Parrot  
Pentax  
Pivthead  
Polaroid  
Samsung  
Sony

### **Health & Fitness** 0 - 3.5%

Fitbit  
Garmin  
Griffin Technology  
Jawbone  
Misfit  
Polar  
Striiv  
TomTom

### **Home Control and Surveillance**

August  
Avue  
Belkin  
Chamberlain  
Cisco Consumer Products  
Clearview  
Defender  
Directed Electronics  
D-Link  
Dropcam  
Foscam  
Home Tech  
Honeywell  
Insignia  
Insteon  
Kwikset  
Levana  
LIFX  
Lorex  
Motorola  
Nest  
Netgear  
Philips  
Q-See  
Samsung  
Skybell  
Swann  
Tely Labs  
Zmodo

### **Interactive Whiteboards** 1 - 5%

Da Lite  
Elite Screens  
Epson  
Logitech  
Mimio  
Panasonic  
Samsung  
Smart kapp  
Wacom



# PRODUCT LINE CARD

## Mobile Phones

Alcatel  
 Apple  
 ASUS  
 AT&T  
 BlackBerry  
 Blu  
 Boost  
 HTC  
 Kyocera  
 LG  
 MetroPCS  
 Microsoft  
 Motorola  
 Nokia  
 Novatel  
 NUU Mobile  
 Pantech  
 Samsung  
 Sharp  
 Sierra Wireless  
 Sony  
 Sprint  
 T-Mobile  
 TracFone  
 Verizon  
 Virgin Mobile  
 ZTE

## Mobile Phone Accessories .5 - 10%

Apple  
 Belkin  
 BlackBerry  
 C2G  
 Cellet  
 DigiPower  
 Duracell  
 Dynex  
 eForCity  
 Energizer  
 Fosom  
 Griffin Technology  
 HTC  
 Incipio  
 Insignia  
 Kensington  
 Lenmar  
 LG  
 Modal  
 Mophie  
 myCharge  
 Outdoor Tech  
 PhoneSuit  
 Platinum  
 Platronics  
 PNY  
 RCA  
 ReVive  
 RND Power Solutions

Rocketfish  
 Samsung  
 Secur  
 Spyder  
 Startech  
 TYLT  
 Wilson

## Mounts .5 - 10%

Chief  
 Dynex  
 Ergotron  
 Peerless  
 Rocketfish  
 Sanus  
 Vantage Point

## Networking .5 - 3.5%

Actiontec  
 Belkin  
 Buffalo Technology  
 C2G  
 Cisco Consumer Products  
 Cradlepoint  
 D-Link  
 Linksys  
 MERAKI  
 NETGEAR  
 SonicWALL  
 Startech  
 TrippLite

## Portable Audio 0 - 10%

Beats by Dre  
 Bose  
 Braven  
 Griffin Technology  
 iHome  
 Insignia  
 Jam  
 Jawbone  
 JBL  
 Klipsch  
 LG  
 Marshall  
 Modal  
 Monster  
 Panasonic  
 RockDoc  
 Sennheiser  
 Skullcandy  
 Sol Republic  
 Sony  
 Soundcast  
 Soundfreaq  
 UE

## Printers, 3D Printing & Scanners 1 - 3.5%

3D Systems  
 3Doddler  
 Afinia  
 BeeVeryCreative  
 Brother  
 BuMat  
 Canon  
 Dell  
 Epson  
 Flashforge  
 HP  
 Kodak  
 LeapFrog  
 Lexmark  
 MakerBot  
 Panasonic  
 Primera  
 RoBo 3D  
 Samsung  
 Seiko  
 Solidoodle  
 VuPoint  
 Xerox  
 XYZ Printing

## Projectors & Projector Screens 1 - 5%

Acer  
 BenQ  
 Bretford  
 Canon  
 Casio  
 Da-Lite  
 Dell  
 Elite Screens  
 Epson  
 Futitsu  
 Hitachi  
 inFocus  
 JVC  
 NEC Display  
 Optoma  
 Panasonic  
 Sony  
 ViewSonic  
 Vivitek

## Servers .5-2.5%

Dell  
 HP  
 Lenovo

## Software .5 - 1.5%

Adobe  
 GOOGLE

Hapara Inc  
 Intuit  
 Kaspersky  
 Microsoft  
 Nuance  
 Symantec  
 Trend Micro  
 Veeam Software  
 Vmware  
 Webroot

## Tablets .5 - 1.5%

Acer  
 Amazon  
 Apple  
 Asus  
 Dell  
 DigiLand  
 Google  
 HP  
 Insignia  
 Lenovo  
 Microsoft  
 Samsung  
 Toshiba

## Tablet Accessories 5 - 15%

AMAZON  
 Apple  
 Belkin  
 BRENTHAVEN  
 Case Logic  
 Dell  
 Dynex  
 Ergotron  
 Griffin Technology  
 GripCase  
 Gumdrop Cases  
 Hard Candy Cases  
 HTC  
 Incase  
 Incipio  
 Insignia  
 Kensington  
 Lenovo  
 Lifeproof  
 Livescribe  
 Logitech  
 M EDGE  
 Maclocks  
 Max Cases  
 Microsoft  
 Modal  
 Otterbox  
 Platinum  
 Rocketfish  
 Samsung  
 Speck Products

Targus  
 TrippLite  
 Urban Armor Gear  
 Wacom  
 Zagg Incorporated

## Televisions .5 - 3.5%

Haier  
 Hisense  
 Insignia  
 LG  
 Panasonic  
 RCA  
 Samsung  
 Sansui  
 Sceptre  
 Sharp  
 Sony  
 Sunbrite  
 Supersonic  
 Toshiba  
 Viore  
 Westinghouse

## Video Gaming 0%

Activision Inc  
 Bethesda Softworks  
 Electronic Arts  
 Leapfrog Enterprises  
 Logitech  
 Microsoft  
 Microsoft Xbox Corporation  
 Nintendo  
 Parrot  
 PERFORMANCE DESIGNED  
 PROD  
 Protocol  
 Razer  
 Sega of America  
 Sony  
 Square Enix LLC  
 HTC  
 Take 2 Interactive  
 Thrustmaster  
 Turtle Beach  
 Ubisoft  
 Vtech Electronic  
 WARNER HOME VIDEO



## **Project Team Organization:**

Best Buy utilizes a project team design developed for the specific fulfillment of education customers with their students, faculty and administrators in mind. The specific count of each functional and matrix team is assigned per volume, scope, and needed risk mitigation. Best Buy will provide a full dedicated team and local point of contact for the roll out of the deployment. Your Account Manager will have a dedicated Project Manager with a complete Project Team comprised of the following:

- Project Operations Team
- Logistics Expert
- Product Specialist
- Demand Planner
- Order Monitoring and Resolutions Professionals
- Allocated inbound customer support through electronic and phone capabilities
- Client White Glove Support Team and Full staff at Geek Squad® City
- Billing Support Specialist
- IT and Electronic Procurement Support
- Quality and Change Expert
- National Education Sales Leader, Ryan Gritz

Best Buy's fulfillment team prides itself on the 9 knowledge areas of project management and fulfillment. We can provide you with a complete and detailed project plan outlining the 5 phases of the project (initiation, planning, executing, monitoring & control, and closing).

## **PRICING:**

Best Buy is pleased to offer the attached price list of products for your consideration. We offer a large assortment of products from many manufacturers from which TIPS members can choose. Our relationship with our Vendors allows Best Buy for Business to bring a large assortment of products to you along with a vast array of accessories.

Not included in the price file are Apple products. Best Buy For Business may be able to offer Apple products to State and Local government agencies and to non-profit organizations on a case-by-case basis, but we cannot offer these products within the Education vertical. For this reason, we have not included these products in our electronic file. If awarded a contract for products by TIPS, we will be happy to add Apple products into our offering with the understanding these items may not be sold to schools or other government agencies without approval from Apple.

We are also offering Geek Squad® Agent Onsite at a reduced price of \$89.00/Hour. We have a complete line of Geek Squad® Protection Plans (GSP) and Geek Squad® Office Support to complement our devices. These services include plans covering accidental damage which most schools find a must for products being used by students. We are unable to offer a discount on these plans at this time. Services will be only be offered by calling the 1-800-373-3050 customer service line or a Supplier Sales Representative. NOTE: IT services may not be offered to Participating Members that would require Supplier to enter into a Business Associate Agreement under HIPAA.

Geek Squad® Office support does come with the following exceptions:

- As a user-based program and we only support the user listed for support
- We do not support Windows XP, Windows Server 2003, or Linux operating systems
- We do not support any proprietary software
- We do not perform trainings for software (example how to build a power point)

Please note our prices may not contain shipping costs. Because Best Buy For Business is able to offer retail store pick up for most items we offer for this award, we wish to separate shipping charges from product cost. For items picked up at a local Best Buy location, shipping charges will not apply. All other items will be charged shipping at our nominal rates.

Prices contained herein are quoted as not to exceed prices. For many items (especially accessories) we're able to offer lower prices and for larger quantities, our Account Managers may obtain further discounts based on volume. Specific volume discounts are not able to be listed here do to the large assortment of items offered and varying



discounts we will offer. The discount is applied to purchases by reducing Supplier's standard gross margin for the Product by the stated discount rate for the Product category and reducing the Product price by the difference. Products sold at zero or negative gross margins (e.g. holiday promotions, constrained inventory) will not be eligible for any additional price reductions.

Shipping charges will be prepaid and added to the invoice. Neither Region VIII Education Service Center nor TIPS including any TIPS member will be eligible for reward points under the MyBBY rewards program for sales made pursuant to this Agreement.

Sales Prices made available on the Program Website are generally determined through a pricing logic that compares (i) the price derived by applying a discount, within the range for the Product Category as set forth below, against Supplier's standard gross margin at the Supplier standard Product price and reducing the standard Product price by the difference with (ii) the then current price on BestBuy.com. The lower price is posted as the Sales Price which may be updated on a daily basis. Sales Prices on the Program Website are subject to terms that may limit quantities or specific models available at the stated Sales Price.

Sales Prices provided by quote through a Sales Representative will generally be determined by applying a discount, within the range for the Product category as set forth below, against Supplier's standard gross margin at the standard Product price and reducing the standard Product price by the difference. Product sold at zero or negative gross margins (e.g. holiday promotions, clearance items), constrained inventory Product, Product subject to a unilateral minimum resale price policy, and Product that would be sold at zero or negative margin if a discount were applied will not be eligible for any additional price reductions. Supplier considers current market conditions when determining the actual discount applied within the ranges stated below.

For all items, we suggest members reach out to one of our Account Managers for a specific product quote.

Best Buy For Business has also included a sampling of our complete catalog, which can be found at [www.bbf.com](http://www.bbf.com). This is only a sampling as our assortment of products is continually changing and growing. Please refer to our website for an entire up to date listing of our product and service offerings.

Please note that we are offering Commercial Grade and Consumer Grade products. Consumer Grade products may have their manufacturer warranty voided if used in a commercial setting. This could be especially important if the customer orders directly from the website instead of going through an Account Manager.

Best Buy will only accept terms if modified. Best Buy has chosen to modify or omit these terms from the bid packet and welcomes the opportunity to discuss upon award.

1. **FREIGHT:** Please note our prices may not contain shipping costs. Because Best Buy For Business is able to offer retail store pick-up for most items we offer for this award, we wish to separate shipping charges from product cost. For items picked up at a local Best Buy location, shipping charges will not apply. All other items may be charged shipping at our nominal rates. Best Buy reserves the right to ship F.O.B Destination Prepay and add on the invoice as a separate line item.
2. **Warranty Conditions:** Please note that we are offering Commercial Grade and Consumer Grade products. Consumer Grade products may have their manufacturer warranty voided if used in a commercial setting. This could be especially important if the customer orders directly from the website instead of going through an Account Manager. Best Buy reserves the right to sell refurbished items if customer/TIPS member requests them.
3. **Davis Bacon Act:** Best Buy is not a Federal Contractor and cannot accept Federal Funds that have Federal Contracting requirements.
4. **Payments:** The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice. Best Buy reserves the right to cancel any order where credit is refused to the TIPS member for any reason.





5. **Pricing:** Best Buy will not provide pricing through a cost plus model. Please read the information contained within this document concerning pricing. Best Buy will provide a best effort in ensuring, but will not guarantee, lowest price available to like cooperative purchasing customers. Best Buy reserves the right to extend lower price points for large or bulk purchases through this and other contract vehicles. Best Buy is submitting this bid with the understanding that we will be negotiating the standard TIPS fee of 2%.

#### **Additional Terms**

6. Best Buy does not intend to accept any Federal Funds that require additional terms:

Explanation of Modification

Best Buy is no longer a Federal Contractor. Best Buy does not accept contracts or purchase orders that would require the Company to comply with any provision of the Federal Acquisition Regulation ("FAR") or that would subject Best Buy to any other provision of law that applies to Government contractors and subcontractors.

Best Buy is an equal opportunity employer: <http://www.bestbuy-jobs.com/bestbuy/equal-employment-opportunity/>

7. Fingerprint & Background Checks  
Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3<sup>rd</sup> party services, or rejection of PO.
8. Prevailing Wage  
Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3<sup>rd</sup> party services, or rejection of PO.
9. All sales will be subject to Best Buy's Return & Exchange Promise (attached).



**GEEK SQUAD®**

# AGENT ON SITE

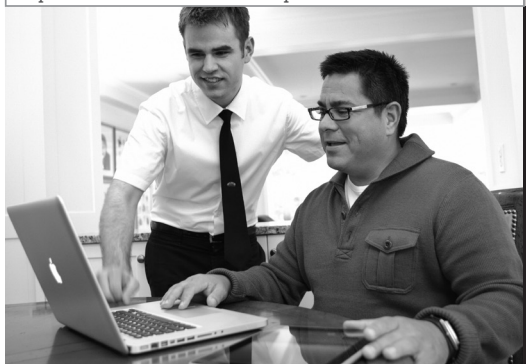
Count on us to implement and maintain all your business technology. We offer flat-rate pricing for any I.T. work you might need. Ask a representative for details.



## BUSINESS SERVICES:

- **WINDOWS SERVERS IN SELECT MARKETS**  
Robust e-mail, contacts and calendars; central security and file management; routine backups.
- **NETWORKING**  
Shared internet access, secure wireless connectivity, shared files and printers.
- **COMPUTER SUPPORT AND TUNE UPS**  
Virus removal, software troubleshooting, upgrades, tune-ups and more.
- **PREVENTATIVE**  
Routine visits from our Agents keep your business running smoothly and minimize downtime.
- **TRAINING**  
Geek Squad can turn you into a computer pro with one-on-one training.

<b>CONTRACT PRICING<sup>1</sup></b>	<b>Per Hour</b>
<b>AVERAGE HOURLY RATE</b>	<b>\$139</b>
<b>10-19 HOURS</b> Expire in 12 months from date of purchase	<b>\$119</b>
<b>20+ HOURS</b> Expire in 12 months from date of purchase	<b>\$99</b>



## GEEK SQUAD AGENT ON SITE:

**LET OUR ELITE FORCE OF GEEK SQUAD AGENTS PROVIDE PROFESSIONAL SUPPORT AT A FRACTION OF THE COST TO EMPLOY FULL-TIME I.T. STAFF.**

- Professional I.T. support for your business
- For emergency service, you will be charged at double the hourly rate
- Can be used for multiple locations
- Direct contact with servicing Agents and corporate business guidance

**WE WILL KEEP YOUR TECHNOLOGY UP AND RUNNING WHILE YOU RUN YOUR BUSINESS.**

**1-800-373-3050 Option 4**

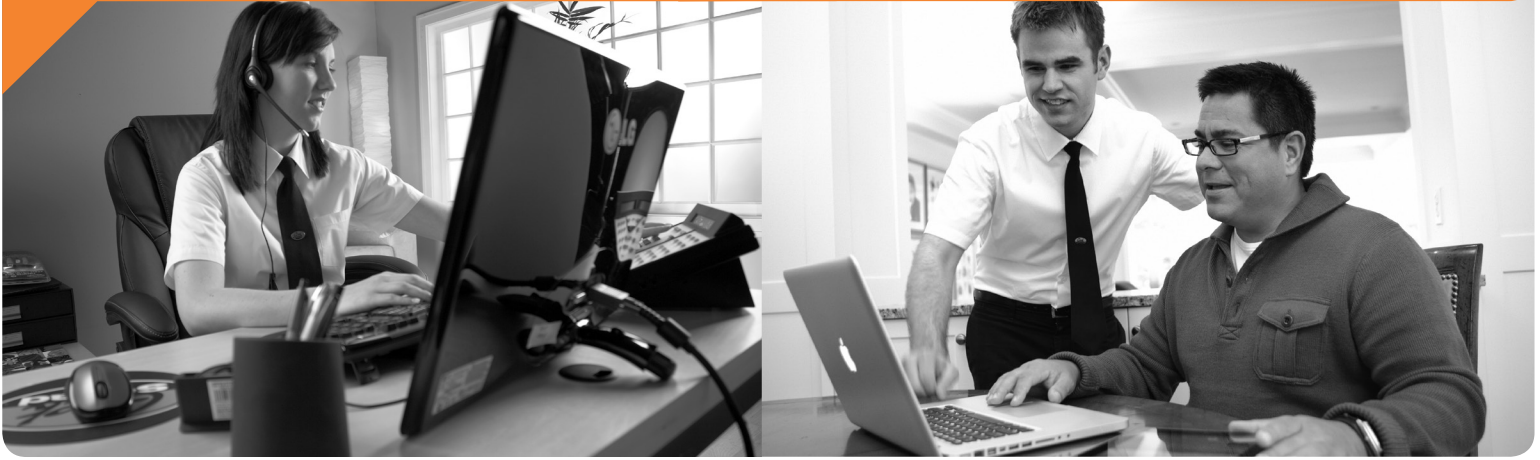


<sup>1</sup> CONTRACT EXPIRATION DATE: Subject to certain state or jurisdictional laws which do not allow for expiration of service contracts, this Purchase Agreement terminates 12 months from the date it is signed regardless of whether customer has utilized all of the hours purchased hereunder. Any unused hours that have been purchased will expire and be forfeited at that time unless you reside in a jurisdiction where such expiration is not allowed.



# GEEK SQUAD® OFFICE SUPPORT

KEEP YOUR BUSINESS ON TRACK WITH UNLIMITED 24/7 IT SUPPORT



## FIND OUT WHAT GEEK SQUAD OFFICE SUPPORT CAN DO FOR YOUR BUSINESS

Your business is unique—and so is Geek Squad Office Support. Our Agents are business certified and specially trained to meet the technology challenges you face. Our extensive knowledge of commercial hardware and software enables us to assist you remotely, 24/7 to eliminate downtime and keep your business running smoothly.

### GEEK SQUAD OFFICE SUPPORT:

- ✓ Serves each end user regardless of location
- ✓ Covers multiple technology devices
- ✓ Provides workstation and network support
- ✓ Saves money over ad-hoc calls for service

## GEEK SQUAD OFFICE SUPPORT PLAN COVERAGE

### 24/7 IT SUPPORT

- Online
- On site (with Advanced Plan—see below)

### WORKSTATION SUPPORT

- Computer setup
- Software application and OS installation and support
- Computer tune-ups, diagnostics and repair
- Data backups and transfers

### NETWORK INTEGRATION

- Add devices to a network
- Firewall support
- VPN support

### ADVANCED PLAN INCLUDES: SERVER ADMINISTRATION

- Software application and OS installation and support
- Server tune-ups, diagnostics and repair
- Data backups and transfers

## GEEK SQUAD OFFICE SUPPORT RATES

### STANDARD PLAN:

Includes unlimited remote online.

**\$24<sup>99</sup> per user, per month**

(available in monthly, 6-month or 12-month purchase options)  
plus an initial setup fee of \$99<sup>99</sup>.

### ADVANCED PLAN:

Includes unlimited remote online plus on-site service<sup>1</sup> for issues that can't be resolved remotely.

**\$49<sup>99</sup> per user, per month**

(available in monthly, 6-month or 12-month purchase options)  
plus an initial setup fee of \$99<sup>99</sup>.



## FOR BUSINESS

<sup>1</sup>After agent determines issue cannot be resolved remotely. On-site agent availability is on a best effort/next available basis. Additional restrictions may apply. See Terms & Conditions or speak with an Account Manager for additional details.

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# GEEK SQUAD® OFFICE SUPPORT

KEEP YOUR BUSINESS ON TRACK WITH 24/7 IT SUPPORT.  
CHOOSE THE PLAN THAT BEST MEETS YOUR NEEDS AND BUDGET.

## INCLUDES THESE SERVICES

SERVICE	REGULAR PRICE	WITH OFFICE SUPPORT
Virus/Spyware Removal	\$199.99	Unlimited
Diagnostic and Repair	\$199.99	Unlimited
OS Installation	\$129.99	Unlimited
PC/tablet Setup	\$29.99	Unlimited
PC Tune-Up	\$99.99	Unlimited
Printer Setup	\$49.99	Unlimited
Firewall Support	\$259.99	Unlimited
VPN Support	\$329.99	Unlimited
Server Administration	\$299.99	Unlimited
Server Diagnostics and Repair	\$299.99	Unlimited

## OFFICE SUPPORT PLANS

SKU	TYPE/TERM	PRICE	INCLUDES ON-SITE
BB11514960	Standard 6 MOS	\$149.94	No
BB11514986	Advanced 6 MOS	\$299.94	Yes
BB11514985	Standard 12 MOS	\$299.88	No
BB11514987	Advanced 12 MOS	\$599.88	Yes
BB11514991	1-Time Activation Fee (Per Company/Not User)	\$99.99	
BB19486382	Standard Monthly	\$24.99	No
BB19486384	Advanced Monthly	\$49.99	Yes



**FOR BUSINESS**

## **SUPPLIER'S RETURN POLICY**

### **Return & Exchange Promise**

Participating Member can return or exchange Products within 15 days for a full refund. Simply bring your item(s) to us with all contents and packaging, proof of purchase and ID, and we will process your return or exchange.

Members of the [My Best Buy™](#) program that reach Elite and Elite Plus status, receive an extended return and exchange period of 30 or 45 days, respectively, instead of 15 days, on most purchases.

Participating Members can return or exchange mobile phones and other carrier connectable devices within 14 days for a full refund. This return period also applies if you are a My Best Buy Elite or Elite Plus member.

### **Holiday Return & Exchange Promise**

Product purchases made throughout November and December can be returned through January 15, 2015.

#### **The Details:**

#### **Software, Movies, Music & Games**

Opened computer software, movies, music or video games can only be exchanged for an identical item.

#### **Special Orders**

Participating Members can cancel or return Special Order items, and will be refunded 85% of the original purchase price. Special Order items are items not generally carried by Best Buy and/or which require that an order be placed directly with the manufacturer or distributor. The item ordered is then sent from manufacturer or distributor to Best Buy and then to Participating Member.

#### **Custom Orders**

Custom and personalized orders made especially for Participating Member are non-returnable. Custom Order items are items where a Participating Member has requested specific attributes (e.g. finish, color, size) or where a manufacturer builds only to order.

#### **Privacy Protection**

Please remember to remove your personal data and other information from the products you are returning. To learn more about our privacy practices, please see our [www.BestBuy.com/privacy](http://www.BestBuy.com/privacy).

#### **Returning Bundle or Promotional Discount Items**

If Participating Member returns an item bought as part of a bundle or with a promotional discount and you does not return everything Supplier will reimburse Participating Member for what it does return, minus the value of the discount.

## **Final Sale and Nonreturnable Items**

All Final Sale merchandise cannot be returned. Other nonreturnable purchases include digital content, prepaid cards, memberships, completed services, consumable items including ink and batteries, and items returned that are damaged or missing major contents.

## **Why we need your ID**

Supplier, except where prohibited, requires a valid ID for all store returns. Supplier accept U.S., Canadian, and Mexican Driver's Licenses; U.S. State ID; Canadian Province ID; Matricula Consular; U.S. Military ID; Passport; U.S. Laser Visa; and U.S. Permanent Resident Card. Supplier's third-party processor may record your ID information when Participating Members return an item, and keep it in a secure database to help validate future returns. If Supplier cautions Participating Member or denies a Participating Member return, such Participating Member may request a copy of its Return Activity Report by calling 1-800-652-2331.

## **BestBuy.com, Best Buy Express and Best Buy For Business Returns in Store**

Most products you buy on BestBuy.com, at a Best Buy Express location, or through Best Buy For Business™ can be returned at our stores.

## **Export Regulations**

If Participating Members are outside the United States, please remember to comply with all U.S. Export Administration Regulations and control laws, and know that return shipments to Best Buy need to occur within the U.S.

## **Returning Defective or Incorrect Items**

If Participating Member receives a product that is defective or that is not the product ordered, please return it to a Best Buy store – and we'll arrange for a replacement. If you would rather return the item by mail, please call us for special instructions at 1-888-BEST BUY (1-888-237-8289). Supplier will cover all reasonable and customary ground shipping fees.

## **Returns in Store**

1. Include all original packing and accessories. (If Participating Member doesn't have all the original packaging and accessories, Supplier can process a return with a small deduction on Participating Member's refund for what's missing.)
2. Bring receipt or packing slip and a valid photo ID. Supplier accepts U.S., Canadian, and Mexican Driver's Licenses; U.S. State ID; Canadian Province ID; Matricula Consular; U.S. Military ID; Passport; U.S. Laser Visa; and U.S. Permanent Resident Card.

## **Returns by Mail**

Participating Members can return online purchases from Best Buy through the mail as long as they are shipped to Supplier from within the United States. See [Marketplace Returns and Refunds](#) for information on returning a purchase from a Marketplace vendor.

To return an online purchase by mail:

1. Pack return in the original shipping package, if possible.
2. Include the packing slip and return label, and indicate the reason for the return.  
Don't have a return label? [Print a return label now](#)
3. Include all original packaging and accessories.  
(If Participating Member doesn't have all the original packaging and accessories Supplier can process a return with a small deduction on refund for what's missing.)
4. Send your return to:

BestBuy.com Return Center  
14405 County Road 212  
Findlay, OH 45840

For proof of delivery, Supplier recommend that Participating Member return items via UPS or insured USPS. Best Buy does not accept international return and exchange shipments.

## Returning Mobile Phones and Devices with Plans

If Participating Member decides to return a phone or device with a plan, Participating Member is responsible for canceling the service contract with the carrier, and for all carrier charges.

There are two ways to return a phone or device and cancel service:

- Return device to a Best Buy store. Be sure to tell the store associate that you want to cancel your service. Carrier service cancellation policies may vary.
- Call Best Buy Mobile at 1-877-702-2211 (6 a.m. to midnight, CT) for instructions on how to return the device by mail. Let the phone associate know that you want to cancel your service.

## Refund Method

Supplier will reimburse you for returned items in the same way you paid for them. If preferred, Participating Member can make an exchange for the same item. If Participating Member paid more than \$800 in cash or more than \$250 by check or by a debit card without a major credit card logo, Supplier will refund Participating Member by check within 10 business days. Any amounts deducted from a gift card will be credited to the gift card.

**FORMS OF PURCHASE, LEASE, LICENSE, FINANCING  
AND/OR SERVICE AGREEMENTS**



**AGREEMENT: SERVICES AT YOUR HOME OR BUSINESS**

By signing below, you agree to the following terms and conditions:

- 1) **Estimates and Fees:** You have been provided with an estimate of the costs for the work to be performed by Geek Squad. You agree to pay up to the estimate amount. After conducting an evaluation of your product but before performing the necessary services, Geek Squad will obtain your approval for all services that will exceed the estimate given to you.
- 2) **Services At Your Work/Home:** A person of at least 18 years of age must be present when services are provided by Geek Squad. A Geek Squad agent must receive full access to the product(s) to be serviced, access to your residence, your consent and cooperation to enter your residence or business, and a safe working environment, working space and electrical power. Services may be denied and a \$129 cancellation charge will be assessed if a Geek Squad agent arrives at the scheduled service time and determines that no adult is present or that the Geek Squad agent does not reasonably have the appropriate access, cooperation, or safe working area. Geek Squad may refrain from providing any services on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements are unusual or extensive as reasonably determined by Geek Squad.
- 3) **Back-Up Your Data:** Geek Squad will NOT back up any data on your product unless you specifically request Geek Squad to do so prior to the performance of any service for an additional fee. It is your responsibility to back-up the data, software, information or other files stored on your product, prior to requesting service from Geek Squad.
- 4) **Labor Warranty:** Geek Squad guarantees services provided to you at your home or business for 30 days; however, for repairs necessitated by a virus or spyware, the 30-day warranty is only valid if the anti-virus and anti-spyware protection for your product is installed or updated during the re-pair or promptly thereafter. If there is a problem with the service provided to you, please contact the store that originally scheduled your service within 30 days of the date of your service. Geek Squad will work to remedy your original problem quickly and at no additional cost. With respect to any goods (such as accessories, parts, or software) you purchase from the business establishment at which Geek Squad is located, Geek Squad encourages you to read that business establishment's policy(ies) to learn about your ability to return or exchange goods you have purchased there.
- 5) **Remote Support:** Geek Squad may use tools it deems necessary to repair your computer, such as remote access to your computer.
- 6) **Geek Squad Software:** Geek Squad may install software on your computer that allows you to obtain additional technology services.
- 7) **EULA'S:** For software installations, Geek Squad may accept End User License Agreements on your behalf.
- 8) **Product Pick-Up by Geek Squad:** If Geek Squad picks up your product for the purpose of performing a requested service(s) at a Geek Squad location and any damage or loss occurs with respect to your product while in Geek Squad's possession or control, regardless of causation or fault, you are only entitled to replacement of the product.
- 9) **Limitation Of Remedy:** To the extent permitted by law, you agree that Geek Squad's total liability for damages related to its services is limited to the total amount you pay for the services, and you release Geek Squad from liability for any indirect, incidental, special, or consequential damages. GEEKSQUAD IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR LOSS OF ANY MEDIA FROM YOUR PRODUCT.
- 10) **Privacy Policy:** The information you provided will be handled according to the Geek Squad Privacy Policy. For more information, please visit GEEKSQUAD.COM to review the privacy policy or call 1 800 Geek Squad.
- 11) **CALIFORNIA RESIDENTS ONLY:**
  - An estimate as required (Section 9844 of California Business and Professions Code) for repairs shall be given to the customer by the service dealer in writing, and the service dealer may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate or repair. For more information, contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 94814. California Master Registration Number: E 81713. Best Buy Stores, L.P., d/b/a Geek Squad, 7601 Penn Avenue South, Richfield, MN 55423-3645. Contact Geek Squad at 1 800 Geek Squad (433-5778).
  - A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## COMMERCIAL AUDIO/VIDEO SERVICES TERMS & CONDITIONS

### CUSTOMER MUST REVIEW THE FOLLOWING TERMS AND CONDITIONS:

- **SCOPE OF WORK** Account Manager has reviewed in detail the scope of work to be performed. In order for Geek Squad® Installers to perform haul-away, the proper haul-away SKU must be processed in the transaction.
- **DATE OF SERVICE** Account Manager has reviewed scheduling options.
- **ADDITIONAL CHARGES** Geek Squad installers will provide an estimate prior to performing work that requires an additional charge. Additional charges, fees and expenses may apply to provide services beyond 25 miles from the nearest Best Buy store location. Additional charges are payable by credit card or personal check.
- **RESPONSIBILITY** Geek Squad Installers will not be held responsible for moving any furniture or valuables. Geek Squad Installers will not, under any circumstance, move, alter or install electrical outlets. It is recommended to have necessary electrical work performed prior to installation service.
- **SAFETY OF OUR WORKFORCE** To ensure the health and safety of our employees, Geek Squad reserves the right to refuse or reschedule work due to unsafe conditions which include, without limitation, extreme temperatures, natural disasters or the existence of other hazards. When a TV is being hauled away for disposal, some TVs may require additional equipment or personnel to safely remove it, which may result in a delay or rescheduling of the haul-away service.
- **INSTALLATION AUTHORIZATION** Someone at least 18 years of age must be present at all times on the day of installation to approve all work completed.
- **LABOR ONLY** Installations do not include any parts or accessories (for example: wire, cable, speaker mounts or similar parts), except where specifically listed in the provided scope of work documentation.
- **CABLE/SATELLITE** For best results, cable or satellite installation should be scheduled prior to the arrival of the Geek Squad Installer to ensure proper integration of the whole system. Geek Squad is not liable for signal strength or any degradation of cable/satellite signal due to faulty cable/satellite equipment or coaxial lines. If the cable or satellite provider modifies any part of the Geek Squad installation, customer will be charged a \$99.00 service call to reestablish the system functionality per the original installation scope of work.
- **COMPUTER USE** Some services may require a Geek Squad Installer access to your computer. Some services may not be performed if minimum system requirements are not met or technical needs are encountered (including wiring or overcoming physical or technical barriers) or other requirements are unusual or extensive as reasonably determined by Geek Squad. Remote access may be required to diagnose or troubleshoot your computer. Geek Squad may install software on your computer that allows you to obtain additional technology services. For software installations, Geek Squad may accept End User License Agreements on your behalf.
- **LATH & PLASTER** Geek Squad cannot warrant that installations involving lath and plaster walls will not result in cracks on the wall. Geek Squad will do everything in our power to eliminate the possibility, but due to the nature of that type of construction, you agree that Geek Squad will not be responsible for any resulting damage to any wall.
- **SUBCONTRACTORS** Geek Squad may hire or contract with third party service providers or other subcontractors of their choice to assist that party in fulfilling its obligations pursuant to this Agreement.
- **DISCLAIMER** Geek Squad shall not be liable for any failure or delay in performance due to any cause beyond its control. If Geek Squad Installer's ability to render services is impaired by customer's failure to cooperate or circumstances beyond the control of Geek Squad, Geek Squad may choose not to provide services. Service can also be denied if dangerous or unhealthy conditions are present, including possible code violations. For any un-installation services provided, Geek Squad shall not be responsible for repairing any damage or changes made to the premises. Geek Squad will not disassemble, deconstruct or break down any product for haul-away services even if necessary for removal.
- **LIMITATION OF LIABILITY & RELEASE** By signing below, customer agrees that, except for direct property damage resulting from Geek Squad's negligence, under no circumstances shall Geek Squad be liable for any damages including, without limitation, any indirect, incidental, special or consequential damages, expenses, costs, data loss or corruption, lost savings or earnings or liability arising out of or related to the services provided by Geek Squad or the installation, un-installation, use of or inability to use any products. Further, customer expressly releases and holds harmless Geek Squad from and against any loss, liability or damage that customer or the owner or lessee of the premises may suffer including, but not limited to, any changes or alterations to the premises (changes to walls, baseboards, floors, etc.). Some states do not allow limitations on or the release of certain damages or liability, so this limitation of liability and release may not apply.

## BEST BUY® BUSINESS ADVANTAGE ACCOUNT APPLICATION

### COMPANY INFORMATION

Company Name: \_\_\_\_\_  
 DBA: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 Physical City: \_\_\_\_\_ Physical State: \_\_\_\_\_ Physical ZIP Code: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Billing City: \_\_\_\_\_ Billing State: \_\_\_\_\_ Billing ZIP Code: \_\_\_\_\_  
 Billing Contact (ATTN): \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_  
 Billing Email: \_\_\_\_\_ Year Business Started: \_\_\_\_\_ SIC (Standard Industrial Classification): \_\_\_\_\_

#### COMPANY TYPE

Sole Proprietorship       Partnership       Limited Liability Company  
 Government Agency       Non-Profit       Corporation  
 Private School       Public School       Municipality  
 DUNS#: \_\_\_\_\_ FEIN: \_\_\_\_\_ State Tax ID: \_\_\_\_\_

**Please include a completed IRS W-9 - Request for Taxpayer Identification Number**

Requested Credit Limit \$ \_\_\_\_\_ Applicant's Annual Sales: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

### INVOICE OPTIONS

#### PAYMENT METHOD

Direct Debt\*       EFT/Online Bill Pay\*       Wire       Check

\*if selected please confirm the following

Checking Account       Savings Account

#### BANKING INFORMATION

Bank Name: \_\_\_\_\_ Bank Contact: \_\_\_\_\_ Bank Country: \_\_\_\_\_  
 Bank Phone: \_\_\_\_\_ Bank Fax: \_\_\_\_\_  
 ABA#: \_\_\_\_\_ Account #: \_\_\_\_\_

#### INVOICE SEND OPTIONS: (Check all that apply)

Email\*       Fax       Postal

\*If selected please confirm billing email address \_\_\_\_\_



**PURCHASING INFORMATION**

Are all purchases exempt?  Yes  No \*Please submit any documentation regarding tax exempt purchases

Number of cards requested: \_\_\_\_\_

Embossing Options:  Company Name  Buyer Name  No cards required\*

\*A card is requested to purchase in a Best Buy\* retail location.

Cardholder/Buyer Name (leave blank if card to be embossed with business name only)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Please attach additional page to this application if you would like to request more than five (5) cards.

**ACCOUNT RESTRICTIONS**

PO Required:  Yes  No  If transaction is greater than \$ \_\_\_\_\_

PO Formatting Required\*  Yes  No \*please submit PO validation rules.

Transaction Amount Limit:  None  Transactions not allowed when amount is greater than \$ \_\_\_\_\_

**CREDIT REFERENCES**

**BANK REFERENCE**

Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**TRADE REFERENCES**

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code: \_\_\_\_\_



**PERSONAL GUARANTEE**

**This section below is only required for Sole Proprietorship and Partnerships.**

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Annual Income: \_\_\_\_\_

I hereby authorize Multi Service Technology Solutions, Inc. to obtain a credit report in connection with this Best Buy Business Advantage Account application and allow Multi Service Technology Solutions, Inc to obtain credit information from my bank. Any financial statements submitted with this application will facilitate the establishment of your account and will be relied upon by Multi Service Technology Solutions, Inc. All financial information submitted in support of this credit application is true and complete in all respects. I understand that my account may be deactivated if my account is past due. By signing this credit application and using services of Multi Service Technology Solutions, Inc., I certify that I am authorized to make this request on behalf of my company, and it is agreed that all purchases will be paid in accordance with the payment method.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Best Buy® Business Advantage Accountholder Agreement ("Agreement")**

WHEREAS Multi Service Technology Solutions, Inc. (MSTS), a Florida Corporation, is engaged in the business of providing a purchase program for products and services offered for sale by Best Buy®, and which program is called Best Buy® Business Advantage;

and

WHEREAS applicant requests MSTS to provide such purchase program.

NOW THEREFORE, the parties hereto agree to be legally bound as follows:

1. The Best Buy® Business Advantage cards and/or account numbers ("Card" or "Account") are issued by, and credit is extended by, MSTS, P.O. Box 10922, Shawnee Mission, KS 66225.
2. The applicant authorizes MSTS to investigate the credit history of applicant through commercial reporting companies, direct inquiries to businesses where applicant has accounts, and review of personal credit histories, where appropriate, by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for applicant's business and will not be used with respect to any decision to extend credit for personal, family or household purposes.
3. If approved, the applicant and holder of the Account ("Accountholder") represents that the Account will only be used for business or commercial purposes and at no time shall the Account be used for personal, family or household purposes.
4. Usage of the Best Buy® Business Advantage Account by the Accountholder named on it constitutes acceptance of all terms and conditions contained in this Agreement, as such terms and conditions may be amended from time to time by MSTS effective upon no less than 15 days' prior written notice (and if no effective date is given in such notice, then 15 days from the date of such notice). Usage by the Accountholder includes the retention or use of the Account by (i) the Accountholder as named on it, (ii) any person or entity under Accountholder's direction or control, and (iii) any Best Buy® location to whom the Accountholder or any person or entity under Accountholder's direction or control has, at any time supplied Account numbers.
5. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use.
6. All requested changes to Account must be made in writing on official letterhead, in an e-mail, or through the program website, by an officer and/or authorized representative of the Accountholder.
7. MSTS is not a seller of merchandise. MSTS neither sells nor warrants in any respect any of the goods or services obtained from Best Buy® locations. MSTS's sole function is to furnish credit and billing services; MSTS does not warrant any merchandise or services from any source obtained by the use of MSTS's credit or billing services.

**MSTS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

8. A credit line will be assigned to each Accountholder. This line includes all unpaid purchases, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, Accountholder shall notify MSTS at 800-201-4882 and request a change to its credit line. MSTS will review and modify credit limits in accordance with MSTS credit policies.
9. Statements will be distributed daily, and Accountholder payments are due within 30 days of the statement date. Statements outstanding more than 30 days are considered delinquent. Delinquent Accounts may be assessed late charges at a monthly rate of 1.5% of the transaction value per month on all outstanding transactions. Late fees are assessed at the invoice level. They are not based on entire amount billed in a billing period. The Accountholder is liable for all late charges assessed to the Account and must pay these charges to keep its Account in good standing.
10. The payment terms stated in this Agreement apply to all invoices, and supersede the payment terms of any Purchase Order (P.O.), third party contract or any other documentation the Accountholder may have signed.
11. Accountholder may pay its Best Buy® Business Advantage statement via any of the available payment options.
12. Accountholder shall make payments to MSTS or MSTS's designated agent as frequently as may be necessary to keep the Account balance within the line of credit and within payment terms. If Accountholder's bank or Accountholder for any reason should fail to timely pay any amount due MSTS, Accountholder understands and agrees that MSTS may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security held by MSTS on behalf of the Accountholder. If Accountholder's bank should fail to honor payment to MSTS or Accountholder's Account becomes delinquent, MSTS may require immediate and full payment of all outstanding amounts. In the event that a payment made to MSTS or MSTS's designated agent is returned by the Accountholder's bank, MSTS reserves the right to charge a returned payment fee to the Accountholder's Account in the amount of \$50.00 or the maximum amount permitted by the law.
13. In the event that the Accountholder maintains a credit balance on the Account for longer than three (3) months and the Accountholder does not provide MSTS with instruction on how to handle the credit balance, MSTS is hereby authorized to deduct and retain a dormancy and Account management fee equal to two percent (2%) of the credit balance per month so long as the credit balance exists.
14. Accountholders have one hundred eighty (180) days from the billing statement date to dispute charges. All disputes must be received by MSTS in writing from the Accountholder within such one hundred eighty (180) day period. If an Account transaction is not disputed within one hundred eighty (180) days from the billing statement date, the Accountholder is liable for all charges related to the transaction.
15. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Texas, without reference to conflicts of laws principals, and it is agreed that jurisdiction of any legal action connected with this Agreement shall be exclusively in the state or federal courts located in the State of Texas. Notwithstanding the foregoing, MSTS may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper.



# FOR BUSINESS

rev 06/2013

16. MSTs may offset any amounts owed by MSTs to Accountholder against any claims MSTs has against the Accountholder. Accountholder is and shall be liable to MSTs for all costs and expenses incurred by MSTs in collection and enforcing its rights hereunder, including but not limited to, late charges and reasonable attorneys' fees, if any, incurred by MSTs to collect all amounts due on Accountholder's Account.
17. The Accountholder agrees that in the event of default, MSTs may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
18. The Accountholder represents and warrants to MSTs, with full knowledge that MSTs will be relying on the following, that:
  - (i) The person executing this Agreement on behalf of the Accountholder is:
    - (A) An officer of the Accountholder's company or other authorized employee; and
    - (B) Duly authorized to execute and deliver this Agreement on behalf of the Accountholder; and
    - (C) Duly authorized to bind the Accountholder to the terms of this Agreement and to cause the Accountholder to perform its obligations hereunder.
  - (ii) This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.
  - (iii) The execution and delivery of this Agreement by the Accountholder and the performance by the Accountholder of its obligations hereunder is and will at all times be with full right and authority, be it corporate, partnership, limited liability company, and/or a government agency or entity, as applicable. All necessary action has been taken by the Accountholder to authorize the consummation of this Agreement, be it corporate, partnership, limited liability company, and/or government agency or entity, as applicable.
19. This Agreement may be terminated by either party at any time by giving written notice to the other party. Upon termination, all Cards and Account Numbers shall be immediately terminated and deactivated, and the Accountholder must immediately destroy all Cards or Account numbers in the possession or under the control of the Accountholder upon termination of this Agreement, Accountholder shall have the responsibility to pay all amounts due according to the agreed-upon payment terms.
20. If Cards or Account Numbers are lost or stolen, it is the Accountholder's responsibility to call MSTs immediately at 800-201-4882 to prevent unauthorized usage. Account Numbers will be immediately terminated upon notification. Unauthorized usage prior to this notification will be the Accountholder's responsibility. Accountholder must follow-up telephone notification with written notification sent directly to MSTs, P.O. Box 10922, Shawnee Mission, KS 66225, via e-mail or through the program website.
21. This Agreement authorizes MSTs to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication. Accountholder acknowledges that the email communications may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. Accountholder further acknowledges that email is not a secure form of transmission and that it may potentially be intercepted or otherwise obtained by persons other than the intended recipient. In consideration of MSTs's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTs responsible for any email communications intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTs and its affiliates, and each of their agents, employees and representatives, from any and all liabilities, claims, losses, damages, injuries and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend and hold harmless MSTs and its affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients.
22. Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTs and its service providers may collect and use Accountholder's data for only purposes related to the Account and/or this Agreement. In addition, Accountholder agrees that MSTs may transfer any and all Accountholder data in MSTs's possession to Best Buy®, who will treat such information in accordance with its privacy policy.
23. The Best Buy® Business Advantage is a registered trademark owned by Best Buy®.
24. Please retain this Agreement for future reference.

## SIGNATURE

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Signature of applicant: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_ Phone # where you can be reached: \_\_\_\_\_

## CASE STUDY



### Client: Edina Public Schools

Location: Edina, Minnesota

### Renewing the Education Experience:

Personal learning devices and Geek Squad® support services in Edina Public Schools

“This partnership is so unique and so innovative. It was so successful, with the pilot program last year, that families are inquiring if they can buy more devices—teachers too.”

- Tim Berndt, Instructional Technology Specialist, Edina Public Schools



#### THE CLIENT

Edina Public Schools is a public school district serving approximately 8400 students in the Minneapolis, Minnesota suburb of Edina. The school system is committed to promoting innovative educational experiences for all students, and one of their key areas for development focuses on the best way to incorporate technology into the learning process— both inside the classroom and out.

Many schools around the country select a particular device they want all students to use, but Edina chose to embrace the BYOD (Bring Your Own Device) movement. They wanted to give students choice and a sense of ownership. Some students were already using laptops, tablets or smartphones at home and in class, so it didn't make sense to force them to use a different device at school. Edina previously piloted a program in which student were provided a specific laptop, but results of the program did not justify its expansion.

#### THE CHALLENGE

Adopting a BYOD practice presented many challenges for students, faculty and staff. Edina wanted to be sure students had the opportunity to have their own device of choice at an affordable price; teachers were able to develop device-neutral lessons and manage how and when devices would be used in their classes; and, everyone would need training and technical assistance to ensure success. In addition, the district needed to address a variety of security concerns.

#### THE SOLUTION

In 2012, Edina Public Schools entered into a unique partnership with Best Buy and launched the eLearning<sup>2</sup> pilot initiative with ninth-grade students at South View and Valley View Middle Schools.

eLearning<sup>2</sup> operates on the premise that great teachers and personal technology will take learning to the next level and better prepare students for the future. Learning can be more student-driven, customized to their needs, and occur both in school and at home with the help of personal technology devices.

Tim Berndt, Instructional Technology Specialist with Edina Public Schools, worked with Patrick Ralston, Sr. Account Executive at Best Buy, to decide on the best devices to offer at discounted pricing. Devices included the Samsung Tablet 2 and Galaxy Note 8.0, the Samsung Chromebook, Acer Ultrabook and Toshiba Satellite notebook. Families had the option to purchase these devices through a custom, co-branded website.

Overall, Tim was happy with the solution, saying, “There's choice. The families can choose the device that best fits

the learning style of the student. Our students and families have the opportunity to buy a learning device at a very aggressive price.”





## CASE STUDY



### Client: Edina Public Schools

Location: Edina, Minnesota

#### THE IMPLEMENTATION

But the devices were only part of the solution. There were training and support issues that needed to be addressed. Patrick Ralston enlisted the help of Geek Squad® from Best Buy®, with Chris Olson taking the lead.

Trainings sessions were set up for students and faculty, and information nights were scheduled for families to learn more about the eLearning<sup>2</sup> initiative, devices and support.



Patrick explained, "Once we get the opportunity to show the benefits, kids love it because they get to own their own device. It's thinking a little bit differently than just selling a computer to a school. We're seeing results that are exceeding well past our expectations."

"It gives technology to families that couldn't afford it before. And then also, Edina is saving money to apply to other programs."

A service agreement was also negotiated. When students and teachers started using their new devices, Geek Squad was there to offer tech support, and they continue to have Agents present on a regular basis to assist.

"We've implemented Geek Squad services in school. They're actually in the schools two times a week for two hours a day, helping students with basic troubleshooting, any questions, and they work with any device. In turn, with the relationship we've built with Edina, it allows us to discount product for the students."

#### THE CONTINUING RELATIONSHIP

In 2013, the eLearning<sup>2</sup> initiative expanded to include sixth- and ninth-grade students and is proving to be a success. Plans are now underway for the program to be extended to other grades as well. Thus far, over 1,275 devices have been purchased by Edina families.

In January, 2014, the partnership launched a Geek Squad internship program, an opportunity for Edina middle school and high school students to become junior Geek Squad agents. The eight-week course meets every Wednesday after school at South View Middle School. Students learn to diagnose, problem solve and fix basic computer issues. The course is designed for students with a strong interest in computer repair and technology. Students who complete the training earn certification to be considered an official junior Geek Squad Agent.

Since the launch of eLearning<sup>2</sup>, more than 200 other school districts from around the country have inquired about the initiative and Edina's partnership with Best Buy, expressing interest in similar arrangements to enhance curriculum for their students.

Gregg Forsberg, Vice President, Best Buy For Business, stated, "We see huge opportunities as education evolves and more and more students are using tablets and laptops. It's a wonderful complement of Best Buy For Business and Geek Squad in a portfolio of product for these schools."







## CASE STUDY: CHROMEBOOK K-12 SOLUTION

### Client: Raymore-Peculiar School District

Location: Peculiar, MO

#### Chromebook Classroom

Best Buy® partners with Raymore-Peculiar School District to deploy a turnkey Chromebook solution.

“Anyone in the market for Chromebooks should give Josh and his team at Best Buy a call. They have shown superior customer service and on-time delivery with every order we have placed.”

- Ryan Gooding, Director of Technology  
Raymore-Peculiar School District, Peculiar, MO



#### THE CLIENT

Located 20 minutes south of Kansas City, Raymore-Peculiar School District enrolls over 6,000 students in its K-12 schools. Their stated vision is “Turning Today’s Learners into Tomorrow’s Leaders,” and part of that vision includes a digital transformation process designed to increase the use of technology in their schools.

#### THE CHALLENGE

In 2014, Raymore-Peculiar began a BYOD pilot program in select classrooms, and quickly realized they wanted to expand the initiative to include more students and provide devices for in-class use to supplement the program. Rapid deployment was essential.

#### THE SOLUTION

Ryan Gooding, Director of Technology for Raymore-Peculiar worked with Best Buy Strategic Account Manager, Josh Brown, to formulate a plan. Josh, a former graduate of Ray-Pec High School, was happy to step up to the challenge and looked forward to devoting his best efforts to advancing technology opportunities for students in the community. He knew that Raymore-Peculiar needed a turnkey solution that could be rolled out as quickly as possible.

Josh and Ryan agreed that Chromebooks would fit the bill, and in June of 2014, the school board approved an initial bid for 600 Samsung XE303 Chromebooks along with the Google Device Management Console, Chrome Complete Service and Asset Tagging.

#### THE IMPLEMENTATION

Best Buy enlisted its Geek Squad® team to set up and load the Chrome Management console on every device, update the Chrome OS and tag and enroll each device on the school’s EDU domain. The combination of the right devices and services that fit the school’s budget was key to the project’s success. The Chromebooks were delivered ready for immediate deployment.

#### THE ONGOING RELATIONSHIP

Ryan was happy with the solution, as it enabled the district to put new technology into students’ hands quickly and efficiently. The Geek Squad pre-deployment services and Josh’s advice and guidance throughout the process solidified the relationship between Best Buy and the Raymore-Peculiar School district.

Since the initial project, Best Buy has partnered with Raymore-Peculiar to provide a total of 1,500 Chromebooks to date, and the relationship continues. Raymore’s goal is to provide a 1:1 technology solution for students and teachers to further education within their district.

# ONE SOURCE FOR ALL YOUR TECH

## We'll help you build the right solutions for your school

We make it easier than ever to give students the tech tools they need to succeed. Our dedicated Account Managers will consult with you, offer knowledgeable, unbiased advice and guide you to the product and service solutions that best meet your needs and budget.



### KNOWLEDGEABLE ADVICE

- Personal Account Managers
- Single-source solution provider
- One point of contact to answer your questions and guide you to the right technology solution



### THE LATEST DEVICES

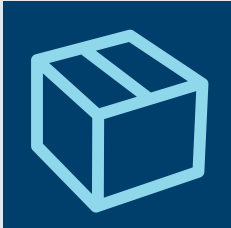
- Chromebooks, laptops, tablets and two-in-ones
- Charging carts and storage
- Touch screens, interactive panels and white boards
- Printers and imaging
- Advanced A/V display technology
- Thousands of products from top brands you trust



### EXPERT SERVICE

- Pre-deployment
- Setup
- Protection
- Support
- Trade-in

## OUR FLEXIBLE PURCHASING AND PAYMENT OPTIONS MAKE IT EASY TO UPGRADE YOUR SCHOOL'S TECHNOLOGY



### VOLUME PURCHASING & FULFILLMENT OPTIONS

- Outfit your entire school or district
- Multi-location shipping
- In-store pickup at over 1,000 stores nationwide
- Competitive bids
- Complex logistics



### FLEXIBLE PAYMENT OPTIONS

- Net-30
- POs and P-Cards
- Tax exempt
- Leasing



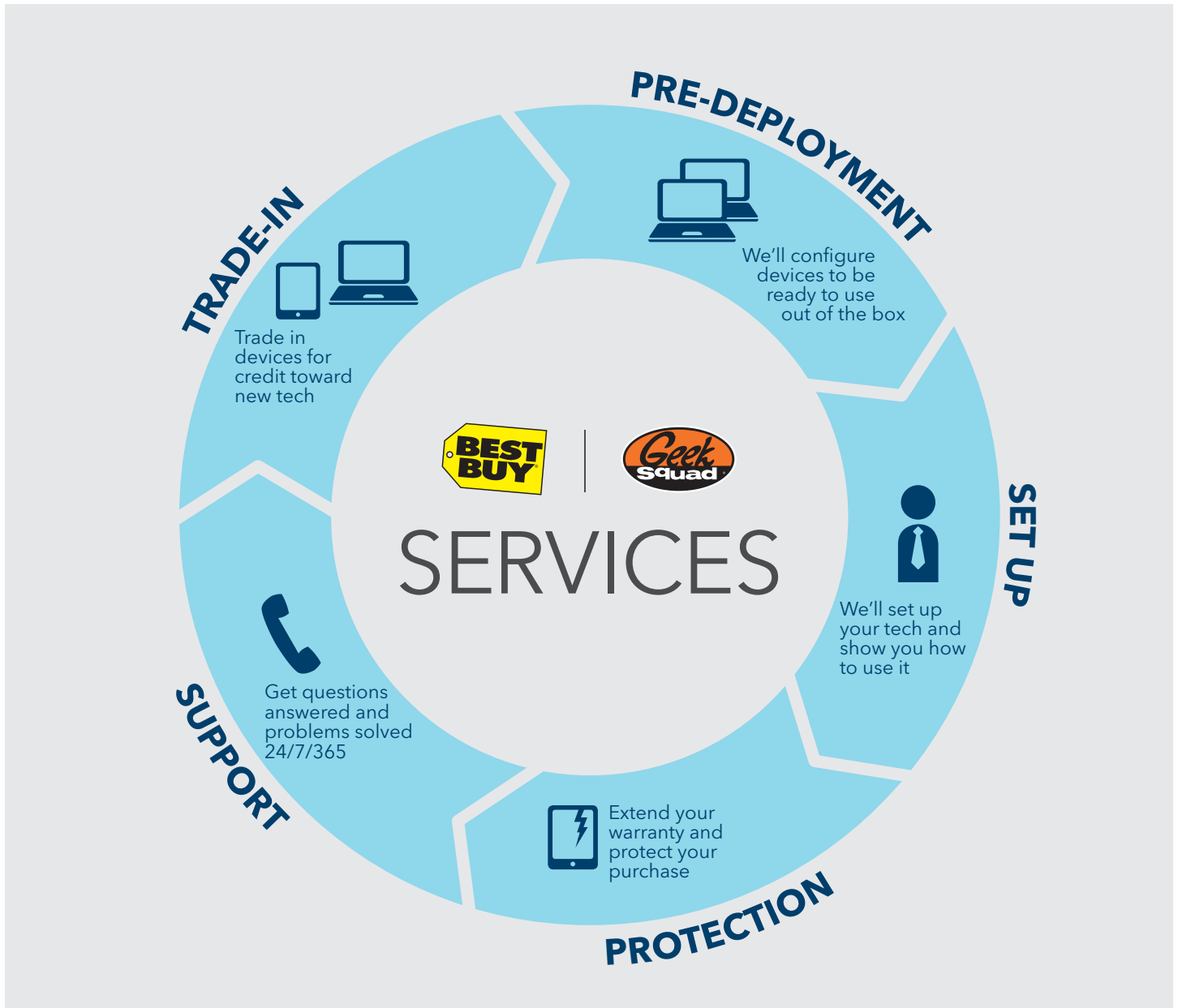
### CONTRACTS WITH KEY BUYING GROUPS

- TCPN
- Choice Partners
- DIR
- BuyBoard



# EXPERT SERVICE

From pre-deployment to trade-in, we'll provide ongoing support to help you manage and protect your technology.



## PRE-DEPLOYMENT

We'll pre-configure your devices for a seamless out-of-the-box experience upon delivery. We will:

- Update the Operating System and imaging on all devices
- Enroll desired Apps
- Set up Wi-Fi and enroll devices on your school's domain
- Validate functionality of the devices
- Create asset tags and provide file of tag numbers that corresponds to the manufacturer's serial numbers

## SETUP

Geek Squad agents will come to your school to assist with the following during device deployment:

- De-boxing, organizing and distributing devices
- Connecting to school network
- Connections to existing hardware, such as printers or smart boards
- Professional development

## PROTECTION

Enhance and extend your manufacturer's warranty with Geek Squad Protection Plans covering:

- Normal wear and tear
- One-time battery replacement
- Parts and labor coverage

## SUPPORT

For Help Desk support outside of school and school hours, we offer Geek Squad® Remote Support with application-based chat interaction:

- Basic support and device trouble shooting
- Application questions and setup
- User Account Management support
- Password resets

## TRADE-IN



**Trade in 10 or more laptops, tablets or Chromebooks and get credit toward new technology for your school.**

- We'll provide an estimate for your trade-in value
- Ship devices to us with packaging and labels provided
- We'll credit your account with the trade-in value you can apply to new purchases

\*The Best Buy Education Trade-In program is not available on the Best Buy Web site or in Best Buy stores. Not all products are eligible for trade-in. Trade-in value may vary and will be based on our evaluation of your product. Payment is in the form of credit with Best Buy Education. You are responsible for removing any data from your product before providing the product for evaluation. You will be required to agree to the terms & conditions. Best Buy reserves the right to refuse any trade-in or limit quantities for any reason.



# BRING YOUR OWN DEVICE

## Discover how the latest technology can transform your classroom

Most young people today are growing up with technology and are using it in every aspect of their lives. School should be no exception.

With the right devices, students can:

- Read, research and take notes
- Learn at their own pace
- Prepare and edit assignments more efficiently
- Communicate and collaborate on projects with ease
- Master technology skills that prepare them for future educational endeavors and careers



At Best Buy®, we believe every student should have access to technology. We offer a wide variety of tablets, laptops and e-readers designed for classroom use, and we have partnered with schools around the country to provide devices. We also offer on-site Geek Squad® training and support for students and faculty.

Call an Account Manager today to discuss your needs and the educational technology and services we provide. We'll work with you to find the right solution for your school or district.



**GEEK SQUAD® PROTECTION PLANS<sup>1</sup>**

**PROTECT YOUR NEW DEVICE**

**Commercial Geek Squad Protection with Accidental Damage from Handling Coverage**

- Normal wear and tear
- No lemon guarantee
- Power surge repair
- One-time battery replacement
- Phone/Web support
- Accidental damage from handling (ADH)

**Call us today at 1-800-373-3050.**

<sup>1</sup>Plans are available at a variety of prices and coverage levels. Please refer to the actual terms and conditions for a complete description of the limitations of each offer.



**Samsung Chromebook**

- 11.6" LED HD display
- 2GB memory
- 16GB flash memory



**Lenovo ThinkPad**

- 11.6" LED HD display
- 4GB memory
- 320GB hard drive



**Microsoft Surface RT**

- 10.6" HD touch screen
- 64GB on-board memory
- Built-in WiFi



**Samsung Galaxy Tab 3**

- 7" WSVGA TFT touch screen
- 8GB on-board flash memory
- Built-in WiFi

**Learn how Best Buy partnered with Edina Public Schools to launch their eLearning<sup>2</sup> initiative.**

**WATCH VIDEO**



CONTRACT: R5213



CONTRACT: 13/068DG-07



CONTRACT: DIR-500-203



CONTRACTS: 381-11, 394-12



# EDUCATION

## MANAGE YOUR TECHNOLOGY BUDGET

Financing solutions designed for educational institutions.



Best Buy® and LEAF provide the resources, expertise and tools you need to simplify your technology budget and maximize your technology spend.

### Affordable Financing

Education providers today are consistently looking for ways to extend their technology investment and budget, and better manage their technology assets. Best Buy now offers a portfolio of flexible lease options that allow your organization to take advantage of technology with little or no up-front investment. Our financing experts will work with you to develop a customized leasing solution to meet your organization's requirements and help you preserve cash, stay within your technology budget and still get the hardware, software and services to fuel your organization's growth.

**Conserve your capital and credit lines** for other operational needs of your institution

**Simplify your budgeting process** by aligning the equipment's frequency of payment with your annual appropriation of funds

**Optimize your technology** investment while providing students with technology they need to be successful

**Eliminate the hassle of asset disposal** with regularly scheduled equipment lease refreshes

**CONTACT US TO DISCUSS WHICH FINANCING OPTIONS ARE RIGHT FOR YOUR BUDGET**

**800.373.3050**

WE KEEP YOUR SCHOOLS RUNNING SMOOTHLY



Terms and conditions are subject to change without notification. All applications are subject to credit approval. Financing provided by LEAF Commercial Capital, Inc. BEST BUY, the BEST BUY logo and the tag design are trademarks of Best Buy and its affiliated companies. All other trademarks or trade names are properties of their respective owners.

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# CONTRACT Signature Form

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.

Company Name: Best Buy For Business

Mailing Address: 7601 Penn Ave S, D-5

City: Richfield


State: MN

Zip: 55423

Telephone Number: 612-291-7828

Fax Number: 952-430-3673

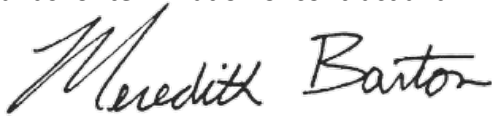
Email Address: ashley.cochran@bestbuy.com

Authorized Signature: 

Printed Name: Ashley Cochran

Position: Sr. Contract Specialist

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

  
TIPS Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

  
Approved by Region VIII ESC \_\_\_\_\_ Date \_\_\_\_\_



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department Building		Department Building
Fax	+1 (866) 749-6674	Floor/Room		Floor/Room
Bid Number	161202 Addendum 1	Telephone	+1 (866) 839-8477	Telephone
Title	Electronic Goods, Appliances and Associated Goods & Services	Fax	+1 (866) 839-8472	Fax
Bid Type	RFP	Email	bids@tips-usa.com	Email
Issue Date	12/1/2016 06:01 PM (CT)			
Close Date	1/13/2017 03:00:00 PM (CT)			

## Supplier Information

Company Best Buy For Business (Best Buy Stores, L.P.)  
 Address Best Buy Business Advantage Account  
 PO Box 731247  
 Dallas, TX 75373-1247  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (800) 201-4882  
 Fax (913) 217-9320  
 Email  
 Submitted 1/12/2017 05:23:06 PM (CT)  
 Total \$0.00

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

Signature Ashley Cochran

Email ashley.cochran@bestbuy.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Best Buy For Business and Best Buy Education are direct-channel divisions dedicated to providing comprehensive, single-source solutions tailored to fit your organization's needs and budget. They offer a vast selection of consumer and commercial-grade technology from all the top manufacturers. Your personal Account Manager will give you knowledgeable, unbiased advice and help with everything your school or business requires, including volume purchasing, flexible payment options and multi-location shipping. We also provide world-class Geek Squad® services, offering tech consultations and evaluations, installation, setup, protection, support, training and more. Best Buy is part of your community and is proud to have the largest retail appliance and electronics collection program in the U.S. Trade in your qualifying old devices for credit or drop them off in store for recycling. To date, we've responsibly recycled over 1 billion pounds with a goal of 2 billion pounds by 2020.
6	Primary Contact Name	Primary Contact Name	Ashley Cochran
7	Primary Contact Title	Primary Contact Title	Senior Contract Specialist
8	Primary Contact Email	Primary Contact Email	bbfbcontracts@bestbuy.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6122917828
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9524303673

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Troy Seefeldt
13	Secondary Contact Title	Secondary Contact Title	Sr. Manager Sales Operations
14	Secondary Contact Email	Secondary Contact Email	Education@bestbuy.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003733050
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jeffrey Kramer
19	Admin Fee Contact Email	Admin Fee Contact Email	BBFBcontractadmin@bestbuy.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6122900010
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	BBFBContracts
22	Purchase Order Contact Email	Purchase Order Contact Email	BBFBContracts@bestbuy.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-373-3050
24	Company Website	Company Website (Format - www.company.com)	www.bestbuy.com/business
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	41-1822872
26	Primary Address	Primary Address	7601 Penn Ave S, D-5
27	Primary Address City	Primary Address City	Richfield
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MN
29	Primary Address Zip	Primary Address Zip	55423

30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Best Buy, Geek Squad, Electronics, Television, TV, Computer, Computing, Chrome, Chromebook, Lenovo, ASUS, ACER, HP, Dell, Samsung, Sharp, Audio, Visual, AV, A/V, Audio Visual, Cable, Projector, Whiteboard, Deployment, White Glove, Asset Tag, Imaging, Professional Development, Intel, Google, Expeditions, Virtual, Reality, Furniture, Digital, Signage, Training, IT, Networking, ERate, E-Rate, Charging, Cart, Printer, Printing, Large Format, Appliance, Accessories, Case, Warranty, ADP, Accidental Damage, Protection, ADH, Service, Installation, Technology, Sphero, NEC, Epson, Elmo, Aerohive, 3D, Print, Makerbot, Laptop, Desktop, ZVR, Interactive, Projectors, Little Bits, Drone, Robotics, Display, STEMFuse, Software, GoGuardian, Hapara, STEM Lab, STEM, Connected Classroom, STEAM, tablet
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Richfield
34	Company Residence (State)	Vendor's principal place of business is in the state of?	MN
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	No
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes

- 43 Start Time Average start time after receipt of customer order is \_\_\_\_ 1  
working days?
- 44 Years Experience Company years experience in this category? 51
- 45 Resellers: Does the vendor have resellers that it will name under this No  
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.
- 46 Prices are guaranteed for? (\_\_ Month(s), \_\_ Year(s), or Term of Contract) (Standard Discounts presented per category  
term is "Term of Contract") are for Term of Contract

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Line Items

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Response Total: \$0.00

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## Regulatory Standing Form

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not explain below or attach explanation.


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Signature

Ashley Cochran  
Name of Authorized Signatory

Best Buy Stores, L.P.  
Name of Company

1/12/2017  
Date

**Notice to Vendors Conflict of Interest  
Disclosure Statements Texas Local  
Government Code, Chapter 176 for Education Service Center and TIPS**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the District **if an employment or business relationship or family relationship exists** between the vendor and a local government officer ("LGO") of the District or a family member of the LGO. **THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176.** Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

**A vendor is required to file a completed Form CIQ if the vendor has a business relationship with C-FB ISD (the "District") and:**

1. has an employment or other business relationship with a Local Government Officer ("LGO") of the District, or a family member of the LGO;
2. has given a LGO of the District, or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the District.

**Form CIQ must be filed with the appropriate District records administrator:**

1. Not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the District; or
    - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
    - (B) that the vendor has given one or more gifts described above; or
    - (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

**Local Government Officers (LGOs) of the Education Service Center Region 8 and TIPS as of September 01, 2016, include:**

1. **Members of the Education Service Center Region 8 and TIPS Board of Trustees:** current list found at [http://www.reg8.net/106311\\_2](http://www.reg8.net/106311_2)
2. Executive Director: Dr. David Fitts
3. **An employee of Education Service Center Region 8 and TIPS** who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. a list may be found at [http://www.reg8.net/80336\\_2](http://www.reg8.net/80336_2)

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), upload the with your proposal.



**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

Best Buy Stores, L.P.

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. NONE**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No N/A

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
  
Signature of vendor doing business with the governmental entity

1/12/2017  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name Best Buy Stores, L.P.

Address 7601 Penn Ave S., D-5

City/State/Zip Richfield, MN 55423

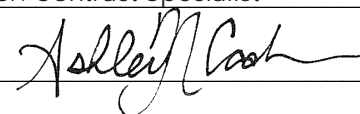
Phone No. 800-373-3050

Fax No. 952-430-3673

Email address bbfbcontracts@bestbuy.com

Printed name: Ashley Cochran

Position title: Sr. Contract Specialist

Authorized signature: 

Date: 1/12/2017

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Organization Name** Best Buy Stores, L.P.

**PR/Award Number or Project Name**

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**Name and Title of Authorized Representative** Ashley Cochran, Sr. Contract Specialist

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**Signature**



**Date** 1/12/2017

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## **Instructions For Certification**

- 1. By signing and submitting the form on page 24.10, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

## Certification Regarding Lobbying

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

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Best Buy Stores, L.P.

7601 Penn Ave S, D-5  
Richfield, MN 55423

Name/Address of Organization

Ashley Cochran, Sr. Contract Specialist

Name/Title of Submitting Official

  
Signature

1/12/2017  
Date

Best Buy does not intend to accept any Federal Funds that require additional terms



## PROCUREMENT

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



2 CFR PART 200 Contract Provisions

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

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

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

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

Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the 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

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-**

## 2 CFR PART 200 Contract Provisions

### **1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

### **(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein

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 ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42

**2 CFR PART 200 Contract Provisions**

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 certify that it is in compliance with the Clean Air Act? YES \_\_\_\_\_ Initial of Authorized Company Official

Best Buy is not a Federal Contractor and we do not wish to accept Federal Funds for any purchase

Company Name Best Buy Stores, L.P.

Print name of authorized representative Ashley Cochran

Signature of authorized representative 

Date 1/12/2017

## Contract Terms and Conditions

Please initial your answer and sign on page 2 or 2 of this section

### Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_**

### Remedies

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

**Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_ If you do not, please reference objection in Deviation form section**

### Choice of Law

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_**

### Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_**

### Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

**Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_ If you do not, please reference objection in Deviation form section**

### **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.

**Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_ If you do not, please reference objection in Deviation form section**

### **Acts or Omissions**

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

**Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_ If you do not, please reference objection in Deviation form section**

### **Contract Governance**

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

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_ Not a negotiable term.**

### **Payment Terms**

TIP's members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements.

### **Funding Out Clause**

Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES \_\_\_\_\_ NO \_\_\_\_\_ Not a negotiable term.**

Signature below certifies accuracy of answers to all sections on page 1 and 2 of this document.

Authorized Signature 

Printed Name Ashley Cochran

Company Name and address:

Best Buy Stores, L.P. 7601 Penn Ave S. Richfield, MN 55423

Telephone Number 800-373-3050

Date 1/12/2017

# DEVIATION/COMPLIANCE SIGNATURE FORM

## TIPS

Best Buy Stores, L.P.

COMPANY NAME

7601 Penn Ave S, D-5

ADDRESS

Richfield

CITY

MN

STATE

800-373-3050

PHONE NUMBER

952-430-3673

FAX NUMBER

Ashley Cochran



Name and signature of authorized official

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

No, Deviation \_\_\_\_\_

Yes, Deviations \_\_\_\_\_

If yes is checked, please list below. Or attach to this form by stapling your deviations

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## **Insurance and Fingerprint Requirements**

### **Insurance**

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

### **FINGERPRINT**

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

If the vendor has staff that meet both of these criterion-

(1) will have continuing duties related to the contracted services;  
*and*

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District. Texas DPS phone# is 512-424-2474

See form below to complete entitled:

### **Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3rd party services, or rejection of PO.

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

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

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

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

On behalf of \_\_\_\_\_ ("Contractor"), I certify that

[check one below]:

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

**Or**

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

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

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


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

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

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

Company name \_\_\_\_\_

Printed name of Company Representative: \_\_\_\_\_

Signature  \_\_\_\_\_ .Date 1/12/2017

For additional information on how to comply with this statute, please contact Richard Powell at TIPS.

Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3rd party services, or rejection of PO.



## NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature 

Printed Name Ashley Cochran

Company Name and address:

Best Buy Stores, L.P.

7601 Penn Ave S. , D-5, Richfield, MN 55423

Telephone Number 800-373-3050

Date 1/12/2017

FELONY CONVICTION NOTICE

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

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

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


THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Ashley Cochran  
Print Authorized Company Official’s Name

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

Signature of Authorized Company Official: 

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

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

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

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

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

\_\_\_\_\_

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

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** \_\_\_\_\_  
(Name of Corporation)

I, certify that I am the Secretary of \_\_\_\_\_  
(Name of Corporate Secretary)

the Corporation named as OFFERER herein above; that

\_\_\_\_\_  
(Name of person who completed proposal document)

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

\_\_\_\_\_  
(Title/Position of person signing proposal/offer document within the corporation)

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

\_\_\_\_\_  
CORPORATE SEAL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

*Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities*

USDA is an equal opportunity provider, employer, and lender.

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

Company Name Best Buy Stores, L.P.

Print name of authorized representative Ashley Cochran

Signature of authorized representative 

Date 1/12/2017

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

The TIPS members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

**YES or NO**

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

**YES or NO**

Best Buy is not a Federal Contractor and we do not wish to accept Federal Funds for any purchase

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


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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Best Buy Stores, L.P.

Print name of authorized representative Ashley Cochran

Signature of authorized representative 

Date 1/12/2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials and name "CONFIDENTIAL" then scan and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete and affix the following to the envelope containing the copies of the confidential materials. Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. This envelope contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

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Name of company claiming confidential status of material

---


Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

---

Address	City	State	ZIP	Phone
ENCLOSED ARE COPIES OF _____	PAGES OF CONFIDENTIAL MATERIAL FROM OUR _____			

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Best Buy Stores, L.P.  
Name of company expressly waiving confidential status of material

Ashley Cochran, Sr. Contract Specialist  
  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

---

7601 Penn Ave S, D-5,	Richfield	MN	55423	
Address	City	State	ZIP	Phone

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

The TIPS members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

**YES or NO**

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

**YES or NO**

Best Buy is not a Federal Contractor and we do not wish to accept Federal Funds for any purchase

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

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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Best Buy Stores, L.P.

Print name of authorized representative Ashley Cochran

Signature of authorized representative 

Date 1/12/2017



Products. Best Buy agrees to provide to Customer the Products described in the Accepted Order.

**a.** Product Warranty. Best Buy's sole obligation, and Customer's exclusive remedy, for any defect or nonconformity in the Products shall be for Best Buy to cooperate with Customer to provide it with the benefit, if any, of the warranty and support commitment of the third-party manufacturers and suppliers of the Product. Customer expressly waives any claim against Best Buy for any failure of the Product. Customer may independently seek to obtain directly from the manufacturers of the Product maintenance or repair of the Product under any warranty or guarantee provided by such manufacturer. Customer acknowledges, unless Customer obtains separate service agreements with such manufacturers and suppliers or other third party covering maintenance or repair of the Product at the Location (as defined in Section 4 below), that such manufacturers and suppliers may require Customer to deliver defective Product to their authorized service centers for maintenance or repair. Best Buy does not warrant the merchandise in any way and the only warranties on the merchandise are those provided by the Manufacturer.

**b.** Returns. Products sold to Customer under this Agreement are subject to Best Buy's standard return policy which can be found at [www.bestbuybusiness.com](http://www.bestbuybusiness.com) and which is subject to change from time to time. The return policy in effect at the time of purchase will apply to such purchase. Some products may not be returnable, including, but not limited to, labor charges, delivery charges, completed Geek Squad installation services, consumable products, items that have been damaged or abused, items missing accessories, personalized items, opened software, and configured to order and special order products. Best Buy reserves the right to deny any return or exchange. If Best Buy in its sole discretion chooses to accept a return on an exception basis, Customer agrees that such return will be a one-time exception and Best Buy will not be required to accept future returns. Upon the expiration of the thirty (30) days after arrival at the destination specified on Accepted Order the goods and/or services specified in the Accepted Order are deemed accepted.

Services. Best Buy agrees to perform the Services described in the Accepted Order at the location designated in the Accepted Order ("Location").

**c.** Limitations to Service. Best Buy shall not be liable for any failure or delay in performance due to any cause beyond its control. Best Buy and/or its third party services providers reserve the right to refrain from providing any or all services ordered and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirement of the Customer is unusual or extensive and beyond the scope of this agreement as determined by Best Buy.

**d.** Service Warranties. In the performance of the Services, Best Buy (including its employees, agents, and subcontractors) will (i) perform in accordance with industry standards and methods; (ii) be knowledgeable regarding all applicable safety regulations and practices; and (iii) be licensed under all applicable laws, rules and regulations (if any). Best Buy warrants its labor for thirty (30) days following completion of the Services.

## Payment Terms

**e.** Standard Payment Terms. For each order, Best Buy shall provide an itemized list of pricing and fees to Customer for Product and Services. Amounts owed to Best Buy are due at the time of order. Customer acknowledges that Products will not be shipped or delivered, and Services will not be performed, until payment is received by Best Buy in the form of check, ACH transfer, wire transfer or credit card.

**f.** Extended Terms. Net 30 day terms may be available to Customer through Best Buy's third party financing company ("Financing Company") subject to Financing Company's approval and contractual terms established directly between Customer and Financing Company.

**g.** Taxes. Customer shall be responsible for applicable sales, use and property taxes on Product and Services.





Trademarks and Logos. This Agreement does not grant either Party any right to use or display the other Party's name, logo or other trade names or trademarks without the prior written consent of the other Party.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED HEREIN BEST BUY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE PRODUCTS AND SERVICES WHICH ARE THE SUBJECT OF THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. Except for indemnification obligations, Customer agrees that under no circumstances shall Best Buy be liable to Customer or any other person or entity for any indirect, incidental, special or consequential damages, expenses, costs, profits, lost savings or earnings or other liability arising out of, or related to, this Agreement. It is Customer's responsibility to back up the software and data that is stored on Customer's computers hard disk drive(s) and/or on any other storage devices Customer may have and Best Buy shall not be responsible at any time for any loss, alteration or corruption of any software, data or files. Best Buy shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to Customer by Best Buy. Best Buy's maximum liability to Customer arising from or related to this Agreement shall be limited to the sums paid by Customer to Best Buy under this Agreement. No suit or action shall be brought against Best Buy more than one (1) year after the accrual of such cause of action.

Warranty of Authority: Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has the requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement, (b) this Agreement has been duly authorized, executed and delivered by such party and constitutes a valid and binding obligation of such party enforceable against such party according to its terms, and (c) the execution of this Agreement, and the performance of its obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound.

Independent Contractor. Best Buy and Customer understand and acknowledge that Best Buy shall perform its duties under this contract as Customer's independent contractor, and that this Agreement does not create a joint venture, partnership, employment or agency relationship between Best Buy and Customer.

Subcontractors. Best Buy may hire or contract with third party service providers or other subcontractors of their choice to assist that party in fulfilling its obligations pursuant to this Agreement.

Amendments. This Agreement may not be amended, supplemented, waived, or modified in any way, except by a written instrument signed by authorized officers of the parties to this Agreement. No amendment, supplement, waiver, or modification shall be affected by the acknowledgment or acceptance of a purchase order, invoice, or other forms (including but not limited to computer-based telecommunication systems) stipulating additional or different terms.

No Third Party Beneficiaries. This Agreement and the rights and obligations under it shall be binding upon and inure solely to the benefit of the parties to this Agreement and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended or should be construed to confer upon any other person any right, remedy, or claim under or by virtue of this Agreement.

Survival. Provisions that by their content are intended to survive the performance, termination, or cancellation of this Agreement shall survive the performance, termination, or cancellation of this Agreement, including, but not limited to, the confidentiality and indemnification provisions of this Agreement.

Severability. If any provision herein is held to be unenforceable by a court of competent jurisdiction, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their terms.

Remedies; Waiver. No failure or delay by a Party to exercise any right, power or privilege provided under this Agreement or by applicable law shall operate as a waiver. No single or partial exercise of any such right, power, or privilege shall preclude any other or future exercise of any other right, power or privilege.