

# **VENDOR CONTRACT**

Between 3-C TECHNOLOGY, LLC and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**  
**For**  
**COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS**  
**#02062515**

## **General Information**

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

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

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

### **Definitions**

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

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

### Customer Support

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

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

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

### Tax exempt status

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



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

### **Assignments of contracts**

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

### **Disclosures**

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

### **Renewal of Contracts**

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

### **Shipments**

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

### **Invoices**

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

## **Payments**

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

## **Pricing**

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

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

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

## **Participation Fees**

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

## **Indemnity**

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



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

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

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

**Multiple Vendor Awards**

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

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing/Product Deviation**

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

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

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

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

#### **TIPS Member Purchasing Procedures**

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

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

#### **Form of Contract**

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

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



## **Licenses**

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

## **Novation**

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

## **Site Requirements (when applicable to service or job)**

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## **Smoking**

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

### **Invoices**

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

### **Marketing**

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

### **Supplemental agreements**

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

### **Legal obligations**

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

### **Audit rights**

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

### **Force Majeure**

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



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

### **Services**

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

### **Scope of Services**

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

### **Project Delivery Order Procedures**

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

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

### **Scheduling of Projects**

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

**Support Requirements**

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



## Special Terms and Conditions

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

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

☒ We take no exceptions/deviations to the general and/or special terms and conditions.

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

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674	Contact	Mrs. Kim Thompson Coordinator of Office Operations	Building
Bid Number	02062515			Floor/Room
Title	Computers, Equipment, Components and Peripherals			Telephone
Bid Type	RFP	Department		Fax
Issue Date	04/02/2015	Building		Email
Close Date	5/15/2015 3:00:00 PM CT			
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 929-4402	
		Email	bids@tips-usa.com	

## Supplier Information

Company 3-C TECHNOLOGY, LLC  
 Address 3200 W. PLEASANT RUN RD.  
 SUITE 330  
 LANCASTER, TX 75146

Contact  
 Department  
 Building  
 Floor/Room

Telephone 1 (972) 230-4300  
 Fax 1 (972) 230-4302  
 Email

Submitted 5/15/2015 10:57:50 AM CT  
 Total \$0.00

Signature CARDELL WADE

Email CWADE@TEAM3C.COM

## Supplier Notes

Please see 3-C's "Catalog Representation is e-Commerce website" document, which addresses the Pricing Sheet.

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

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



19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	The 3-C Technology, LLC Team has over 50 Years combined experience in providing technology solutions to our Educational Customers. We are a Reseller of all major brands of technology products. Our relationships with the major manufacturers will allow us to obtain Special Pricing on large orders, so that we can pass the savings onto our School Districts that we serve.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	CARDELL WADE
22	Primary Contact Title	Primary Contact Title	INSIDE ACCTS. SALES MGR.
23	Primary Contact Email	Primary Contact Email	CWADE@TEAM3C.COM
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	(972) 230-4300
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	(972) 230-4302
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	(214) 646-7965
27	Secondary Contact Name	Secondary Contact Name	AUDLEY LOGAN, SR.
28	Secondary Contact Title	Secondary Contact Title	PRESIDENT
29	Secondary Contact Email	Secondary Contact Email	ALOGAN@TEAM3C.COM
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	(972) 230-4300
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	(972) 230-4302
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	AUDLEY LOGAN, SR.
34	2% Contact Email	2% Contact Email	ALOGAN@TEAM3C.COM
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	(972) 230-4300
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	CARDELL WADE
38	Purchase Order Contact Email	Purchase Order Contact Email	CWADE@TEAM3C.COM
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(972) 230-4300
40	Company Website	Company Website	WWW.TEAM3C.COM
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	80-0709606
42	Primary Address	Primary Address	3200 W. PLEASANT RUN RD., # 330
43	Primary Address City	Primary Address City	LANCASTER

44	Primary Address State	Primary Address State	TEXAS
45	Primary Address Zip	Primary Address Zip	75146
46	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.)	Desktops, Laptops, Notebooks, Tablets, Servers, Monitors, Displays, Printers, Keyboards, Mouse, Speakers, Headsets, Stereo Systems, Flash Drive, Memory Cards, Portable PA Systems, HP, Lenovo, Dell, Califone, Lexmark, Scanners, Multifunction,
47	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes



Line Items	
Response Total:	\$0.00



# Disadvantaged Business Enterprise Certification

3-C Technology, LLC.

Disadvantaged Business Enterprise

541512; 811212; 334119;

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and is hereby certified to provide service(s)  
in the following areas:

Computer Systems Design Services; Computer and Office Machine Repair and Maintenance; Other  
Computer Peripheral Equipment Manufacturing;

This Certification commences November 2014 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: November, 20 14  
CERTIFICATION NO. BMADB63698Y1115

  
Certification Administrator







# Small Business Enterprise Certification



3-C Technology, LLC.

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and received DBE Certification and is hereby certified as a SBE to provide service(s) in the following areas:

541512; 811212; 334119;

Computer Systems Design Services; Computer and Office Machine Repair and Maintenance; Other  
Computer Peripheral Equipment Manufacturing;

November 2014

This Certification commences \_\_\_\_\_ and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: \_\_\_\_\_, 20 \_\_\_\_\_

November

, 20 \_\_\_\_\_

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Certification Administrator

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

BMDB63698Y1115

CERTIFICATION NO.

*Al Titus*



S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

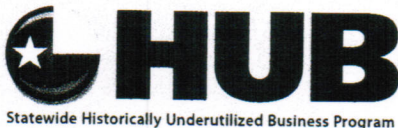
We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1800709606000
File/Vendor Number:	474641
Approval Date:	04-APR-2012
Scheduled Expiration Date:	04-APR-2016

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### 3-C TECHNOLOGY, L.L.C.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-MAR-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

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

**These forms are for non-construction contracts**

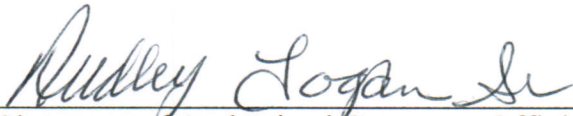
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education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

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

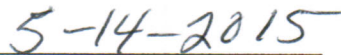
Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

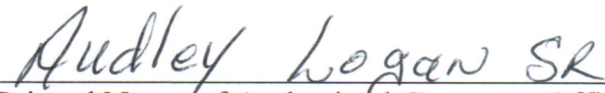
YES ☒ NO ☐



Signature of Authorized Company Official



Date



Printed Name of Authorized Company Official

3-C TECHNOLOGY, LLC

Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***



**Legal Compliance**

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

Does vendor agree? YES ALS Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

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

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

The vendor complied with #1 through 4 above? YES ALS Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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

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

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

***Certification Regarding Lobbying***

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

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

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

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

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

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

3-C TECHNOLOGY, LLC

\_\_\_\_\_  
Name of Organization

3200 W. PLEASANT RUN RD., # 330, LANCASTER, TX 75146

\_\_\_\_\_  
Address of Organization

AUDLEY LOGAN, SR. - PRESIDENT

\_\_\_\_\_  
Name / Title of Submitting Official

  
\_\_\_\_\_  
Signature of Submitting Official

05/14/15

\_\_\_\_\_  
Signature Date



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

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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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



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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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

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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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

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

Does vendor agree? YES ALS Initial of Authorized Company Official

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## SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

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

NO ☒ Initial of Authorized Company Official

YES ☐ Initial of Authorized Company Official


Company Official: AUDLEY LOGAN, SR.

Company: 3-C TECHNOLOGY, LLC




## 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: 3-C TECHNOLOGY, LLC  
Mailing Address: 3200 W. PLEASANT RUN RD., # 330  
City: LANCASTER  
State: TEXAS  
Zip: 75146  
Telephone Number: (972) 230-4300  
Fax Number: (972) 203-4302  
Email Address: CWADE@TEAM3C.COM  
Authorized Signature:   
Printed Name: CARDELL WADE  
Position: INSIDE ACCTS. SALES. MGR.

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 6-25-15

  
Approved by Region VIII ESC Date 6-25-15

References
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**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
DALLAS ISD	DALLAS	TX	JOHN BLYTHE	972-925-4129
ARLINGTON ISD	ARLINGTON	TX	GLEENDA RIDDLE	682-867-7394
IRVING ISD	IRVING	TX	RICK POWELL	972-600-5440
U.T. SOUTHWESTERN MED. CTR.	DALLAS	TX	BRENDA SMITH	214-648-0631
CITY OF GRAND PRAIRIE	GRAND PRAIRIE	TX	BUDDY LOCKE	972-237-8516
TEXAS WOMAN'S UNIV.	DENTON	TX	ANDREW CLEMENS	940-898-3279



*3-C Technology LLC  
3200 W. Pleasant Run Rd., Suite 330  
Lancaster, TX 75146  
[www.team3c.com](http://www.team3c.com)  
972-230-4300*

### **WARRANTY CONDITIONS**

*3-C Technology, LLC ships its products in accordance with the Manufacturer's Warranty Policy, which is typically a One (1) Year Standard/Limited Warranty. We will supply all warranty information, if it is not already included with the product when shipped to the End User(s). If an Extended Warranty is available through the Manufacturer, 3-C Technology will be happy to quote the Extended Warranty for the End User(s).*

*Should an item be received DOA and/or Damaged, 3-C Technology requests that the End User(s) notify our office immediately, so that we can initiate the RMA process for the DOA/Damaged product(s). The requirements for returning such items are as follows:*

- 1. Damaged during shipment with outside damage to the packaging should be noted on the shippers (FedEx, UPS, USPS, etc.) document prior to the driver leaving. It is imperative that this takes place, so that our Distributor(s) and/or the Manufacturer can file the appropriate Damage Claim with the Shipping Company.*
- 2. The End User(s) must open the shipping box immediately to determine, if there's any damage to the actual product(s). Should there be any damage to the product(s), 3-C respectfully requests that our office be contacted immediately and/or no later than 24-48 hours after receiving the product(s), so that we can start the process for a Replacement and obtain an RMA No. for the damaged product. The End User(s) should contact our office at (972) 230-4300 or submit an email to [CWade@Team3C.com](mailto:CWade@Team3C.com) and/or [ALogan@Team3C.com](mailto:ALogan@Team3C.com).*





3. *If an item is received DOA, again we respectfully request that our office be contact immediately and/or no later than 24-48 hours in order to start the process for a Replacement and obtain an RMA No. for the return of the DOA product(s).*

*Please be advised that there is a small window of time with the Shippers and Manufacturers to handle these situations. We will work hard on our end to handle these types of issues expeditiously, and it will be very helpful and appreciated, if the End User(s) takes similar action on their end to help resolve the matter.*

4. *Items that may need to be returned for other reasons other than DOA, Defective and/or Damaged should be handled within the 24-48 hour window. Such reasons as: Wrong item shipped by Distributor (No Restocking Fee); End User(s) ordered the incorrect product(s) (**A Restocking Fee may apply depending on the Manufacturer's Return Policy**)*

*At 3-C Technology, LLC, TEAM WORK is what we're all about! And our Customers happiness and satisfaction is what we strive for here at 3-C Technology, LLC. It is a Team effort that makes the world a better place to live and love!*



## *3-C Technology, LLC*

*3200 W. Pleasant Run Rd., Suite 330*

*Lancaster, TX 75146*

*Office (972) 230-4300*

*Fax (972) 230-4302*

### *Manufacturer Partner Line Card*

*3Com Corporation*

*3Com Corporation Service Agmt*

*3Dconnexion, Inc.*

*3M Stationary and Office Supplies*

*3M Touch Systems, a part of 3M Optical Systems Division*

*Abrevity, Inc.*

*Accuscreens*

*Acer America Corporation*

*Acosta Training*

*Acronis, Inc.*

*Acumen Management, Inc*

*Adaptec, Inc.*

*ADC Telecommunications Sales, Inc.*

*Adobe Systems, Inc.*

*Adtran*

*Advanced Digital Information Corporation*

*Advanced Micro Devices, Inc.*

*Advanced Technology Services, Inc.*

*AirMagnet, Inc.*

*Alcatel-Lucent USA Inc.*

*Allied Telesis, Inc*

*Altec Lansing, a division of Plantronics, Inc.*

*Alvarion, Inc.*

*American Power Conversion Corporation*

*Antec, Inc.*

*AnythingIT, Inc.*

*Apple Computer, Inc.*

*Arrow Electronics, Inc.*  
*Arvato Digital Services, LLC*  
*Astra Data, Inc. d/b/a In Win Development, Inc.*  
*ASUS Computer International*  
*ATEN Technologies, Inc.*  
*Autodesk, Inc.*  
*Avanquest Publishing USA, Inc.*  
*Avocent Huntsville Corp.*  
*Axiom Memory Solutions*  
*Axis Communications, Inc.*  
*Bancroft Technology Group*  
*Battery Technology, Inc.*  
*Belkin International, Inc*  
*BenQ America Corp*  
*Best Data Products, Inc.*  
*BIG Wireless, LLC*  
*BitDefender, LLC*  
*Bowe Bell & Howell Scanners, LLC*  
*Bretford Manufacturing, Inc.*  
*Brocade Communications Systems, Inc.*  
*Brother International Corporation*  
*Buffalo Technology/Melco, Inc. aka Techworks (Delaware), Inc.*  
*Business Objects Americas CA, Inc.*  
*Cables To Go, Inc.*  
*Canon USA Inc.*  
*Cantata Technology, Inc.*  
*Captaris, Inc.*  
*Cbeyond, Inc.*  
*Channel Sources Distribution*  
*Company, LLC*  
*Check Point Software*  
*Chief Manufacturing, a division of Milestone AV Technologies, LLC*  
*Chip PC, Inc.*  
*Cisco – Linksys, LLC*  
*Cisco Systems, Inc.*  
*Cisco Systems, Inc. (Refurb)*  
*Cisco-Linksys, LLC*  
*Citrix Systems, Inc.*  
*Clustercorp, Inc.*  
*CMS Products, Inc.*  
*CNET Technology, Inc.*  
*Compaq Computer Corporation (Channel Service Mgr. Agree.)*  
*Compu-Imaging, Inc.*  
*Control Corporation*  
*Corel Corporation*  
*Da-Lite Screen Company*  
*Data Evolution Corporation*  
*DataCore Software Corporation*  
*Datawatch Corporation*  
*Dell Marketing USA, LP*  
*Dialogic Corporation*



*Digi International, Inc.*  
*Digital Peripheral Solutions, Inc.*  
*Diskeeper Corporation*  
*D-Link Systems*  
*Doculex, Inc.*  
*Double-Take Software, Inc.*  
*Draper, Inc d/b/a AccuScreens*  
*EarthLink, Inc.*  
*Eastman Kodak Company*  
*Eaton Electrical, Inc.*  
*Eizo Nanao Technologies, Inc.*  
*EMC Corporation*  
*Emulex Corporation*  
*Encover, Inc.*  
*Enterasys Networks, Inc.*  
*Envision Peripherals, Inc.*  
*Epson America, Inc.*  
*Epson Latin America, Inc.*  
*Ergotron, Inc.*  
*Ericom Software, Inc.*  
*Esker, Inc.*  
*Evault, Inc.*  
*Extreme Networks, Inc.*  
*F5 Networks, Inc.*  
*Fabrik Corporation*  
*Fast Lane Consulting and Education Services, Inc.*  
*Fellowes, Inc.*  
*FileMaker, Inc.*  
*Fluke Electronics Corporation.*  
*FMAudit, LLC*  
*Fortinet, Inc.*  
*Fuji Photo Film U.S.A., Inc.*  
*Fujifilm Recording Media, U.S.A., Inc.*  
*Fujitsu Computer Products of America, Inc.*  
*Fujitsu Computer Systems*  
*Gizmac Accessories, LLC*  
*Global Knowledge Network, Inc.*  
*Global Marketing Partners, Inc.*  
*GlobalNet Training Solutions*  
*Harman Consumer Group, Inc*  
*Harman/ Becker Automotive Systems, GmbH*  
*Hawking Technologies, Inc.*  
*Hewlett-Packard Company*  
*High Wire Networks*  
*Hitachi Home Electronics (America), Inc.*  
*Hypercom*  
*Hyundai IT America Corporation*  
*I/O Magic Corporation*  
*IBM PC Agreement*  
*IBM, Inc.*  
*iDatix Corporation*

*iLinc, Inc.*  
*Imation Enterprises Corp.*  
*InFocus Corporation*  
*Information Network Technology Group, Inc*  
*Inland Products Incorporated*  
*Innovations Tech, LLC*  
*Intel Americas, Inc.(Latin America)*  
*Intel Corporation*  
*Interlink Electronics, Inc.*  
*Intuit, Inc*  
*IOGEAR, Inc.*  
*Iomega Corporation*  
*IP Commerce, Inc.*  
*IPcelerate, Inc.*  
*Ipswitch, Inc.*  
*Jaton Corporation*  
*JVC of America, Inc.*  
*K & J Enterprises (IBM Rebox Vendor)*  
*K-2 Mounts*  
*Kaspersky Lab, Inc.*  
*Kensington Technology Group, a Division of ACCO Brands, Inc.*  
*Kentrox, LLC*  
*Keytronic Corporation*  
*Kingston Digital*  
*Kingston Technology Company*  
*KIS Software*  
*Klipsch Audio Technologies*  
*Knowledge Key Associates, Inc.*  
*Kofax Image Products*  
*Konica Minolta Business Solutions USA, Inc.*  
*Konica Minolta Printing Solutions, U.S.A., Inc.*  
*Kramer Electronics, USA, Inc.*  
*LaCie, Limited*  
*Lantronix Corporation*  
*Lava Computer MFG, Inc.*  
*Learn iT!, Inc.*  
*Learn.com, Inc.*  
*Lenovo, Inc.*  
*Lexar Media, Inc.*  
*Lexmark International, Inc.*  
*LG Electronics USA, Inc.*  
*Liebert Corporation*  
*Lifesize Communications, Inc.*  
*Lind Electronics Design, Inc.*  
*Logitech, Inc.*  
*Lorex Technology, Inc.*  
*M&A Technology, Inc.*  
*Maxell Corporation*  
*McAfee, Inc.*  
*Media Sciences, Inc.*  
*MellanoX Technologies, Inc.*

*Micro Focus (US), Inc.*  
*Micrografx, Inc.*  
*Microsoft Corporation*  
*Milestone Systems, Inc.*  
*Mitsubishi Digital Electronics America, Inc.*  
*Mobile Edge*  
*ModusLink Corporation*  
*Monster Cable Products, Inc.*  
*Monster, LLC*  
*Motion Computing Inc.*  
*MSI Computer Corporation*  
*MTM Technologies, Inc*  
*Multi-Tech Systems, Inc.*  
*N-able Technologies, Inc.*  
*NDS Surgical Imaging*  
*NEC Corporation of America*  
*NEC Display Solutions of America, Inc.*  
*Neoware Systems, Inc.*  
*NetEffect, Inc.*  
*Netgear, Inc.*  
*Netlan Technology Center, Inc.*  
*Netopia, Inc.*  
*Network Associates, Inc. (Latin America)*  
*New Horizons Computer Learning Centers, Inc.*  
*Nexus Media, Inc.*  
*Nikon*  
*Nortel Networks, Inc.*  
*Novell, Inc.*  
*Nuance Communications, Inc.*  
*Nukote International Inc.*  
*NVIDIA Corporation*  
*Oki Data Americas, Inc.*  
*Olympus Imaging America, Inc*  
*On Net Surveillance Systems, Inc.*  
*Optoma Technology, Inc.*  
*OQO, Inc.*  
*Oracle USA, Inc.*  
*Overland Storage, Inc.*  
*Palm, Inc.*  
*Panasonic Computer Solutions Company*  
*Panasonic Professional Display Company*  
*Panda Distribution, Inc.*  
*Parallels, Inc.*  
*Peerless Industries, Inc.*  
*Pelco, Inc.*  
*Pharos Science & Applications, Inc.*  
*Philips Accessories and Computer Peripherals, a Division of Philips Electronics North American Corp.*  
*Philips Consumer Electronics Company*  
*Pinnacle Systems, Inc.*  
*Pioneer Electronics (USA) Inc.*  
*Planar Systems, Inc.*



*Plantronics, Inc.*  
*PNY Technologies, Inc.*  
*Polycom, Inc.*  
*Premier Mounts, Inc.*  
*Printer Essentials.com, Inc.*  
*Promise Technology, Inc.*  
*Promisec, Inc.*  
*Proxim Corporation*  
*Proxim Wireless Corporation*  
*Qlogic Corporation*  
*Questys Solutions*  
*Quintum Technologies, Inc.*  
*Raritan, Inc.*  
*Red Condor, Inc.*  
*Red Hat, Inc.*  
*Rhinotek Digital Imaging Supplies*  
*Ricoh Corporation*  
*Rise Vision, Inc.*  
*RSA Security, Inc.*  
*Russound/FMP, Inc.*  
*Sage Software, Inc.*  
*Samsonite Corporation*  
*Samsung Electronics America, Inc.*  
*SanDisk Corporation*  
*Sanford L.P., an operating division of Newell Rubbermaid, Inc*  
*Sanus Systems, a division of Milestone*  
*AV Technologies LLC*  
*SCO Operations, Inc.*  
*Seagate Technology, LLC*  
*SECNAP Network Security Corporation*  
*Sharp Electronics America SIIG, Inc.*  
*Skyline Computer Corporation*  
*SMC Networks, Inc.*  
*SMK-Link, A Wholly Owned Subsidiary of SMK Electronics, Inc.*  
*Socket Mobile, Inc.*  
*Solarwinds.net, Inc.*  
*SonicWALL, Inc.*  
*Sony Creative Software, Inc.*  
*Sony Electronics Inc, RELA*  
*Sony Electronics Inc.*  
*Speedy Scan Company, Inc.*  
*St. Bernard Software, Inc.*  
*StarTech.Com USA, LLP*  
*SteelEye Technology, Inc.*  
*Stephen Gould*  
*Sungard Availability Services, LP*  
*Super Micro Computer, Inc.*  
*Sybase, Inc.*  
*Symantec Corporation*  
*Symantec Limited*  
*Syntax Brillian Corporation*

*Tandberg Data Corp.*  
*Targus, Inc.*  
*Tech 2000, Inc.*  
*Tech Sherpas*  
*Telovations, Inc.*  
*Tessco Incorporated*  
*Test-Um, Inc.*  
*The Santa Cruz Operation, Inc.*  
*TomTom, Inc.*  
*Toshiba America Information Systems*  
*Transcender*  
*Transition Networks, Inc.*  
*Trend Micro, Inc.*  
*Trendware International, Inc.*  
*Tripp Lite*  
*U.S. Robotics Corporation*  
*United Digital Technologies*  
*United Training Corporation*  
*Unitek, Inc.*  
*USA.NET, Inc.*  
*Verbatim Americas, LLC.*  
*Verilink Corporation*  
*Verizon Network Integration Corp.*  
*Videolarm, Inc.*  
*Viewsonic Corporation*  
*Vigilar, Inc.*  
*Virtual Iron Software*  
*Visioneer, Inc.*  
*Vital Network Services, Inc.*  
*Vizioncore, Inc.*  
*VMware, Inc.*  
*VXL Instruments Limited*  
*Wasp Technologies - Informatics*  
*WatchGuard Technologies, Inc. [Firebox Product]*  
*Western Digital Technologies, Inc.*  
*Westinghouse Digital Electronics, LLC*  
*Westlake Training and Development*  
*Wyse Technology*  
*Xerox Corporation*  
*XO Communications Services, Inc.*  
*Zoom Telephonics, Inc.*  
*ZyXEL Communications, Inc.*