

# TIPS VENDOR AGREEMENT

Between Newegg Business Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170306 Technology Solutions, Products and Services

### General Information

The Vendor Agreement ("Agreement") 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. 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.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## 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.)

## Agreements

**All Agreements 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.

**Agreements 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 Agreements**

No assignment of Agreement 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 Agreement.
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 Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time 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 agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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 according to the terms of the solicitation. 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 participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.



## **Indemnity**

- 1. Indemnity for Personality Agreements.** 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 Agreement, 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 Agreements.** 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 Agreement, 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, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement 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 Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage 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 Agreement 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 Agreement 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 48 hours of receipt of order.

**Termination for Convenience**

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

**TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement**

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. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 Agreement 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 Agreement". 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 Agreement by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement 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.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 Agreement 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 Agreement. 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 and payment bonds will be required on construction or labor required jobs. 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 or Agreement.

**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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

**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 Agreement 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.

**Incorporation of Solicitation**

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.



## Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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 Agreement:** 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 Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement 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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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 170306 Technology Solutions, Products and Services

Company Name Newegg Business Inc.

Address 18501 E Gale Ave, Suite 150

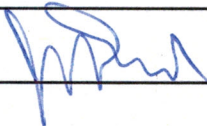
City City of Industry State CA Zip 91748

Phone 626-271-1321 Fax 626-271-9558

Email of Authorized Representative Jim.G.O'Dowd@neweggbusiness.com

Name of Authorized Representative Jim O'Dowd

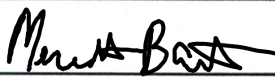
Title Vice President, B2B

Signature of Authorized Representative 

Date 04/19/2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date May 26, 2017



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170306 Addendum 2	Department		Floor/Room
Title	Technology Solutions Products and Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:04 AM (CT)	Floor/Room		Email
Close Date	4/21/2017 03:00:00 PM (CT)	Telephone	(866) 839-8477	
		Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company NeweggBusiness, Inc  
 Address 16839 East Gale Ave  
 City of Industry, CA 91745

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (626) 271-1420  
 Fax  
 Email  
 Submitted 4/21/2017 02:56:14 PM (CT)  
 Total \$0.00

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

Signature David Kim

Email david.e.kim@neweggbusiness.com

## Supplier Notes

Thank you for letting Newegg Business submit our response to TIPS RFP 170306 for Technology Solutions, Products and Services. We believe it will be a competitive bid and will be regularly utilized by TIPS participants if awarded. If there are any questions or concerns pertaining to the RFP, please contact the Program Manager, David Kim, at 703-403-5854 or at david.e.kim@neweggbusiness.com.

We look forward to hearing from you. Thank you.

## Bid Notes

## Bid Activities

## Bid Messages

Date	Subject	Message
03/02/17	Update: Technology Solutions Products and Services	<p>Good Morning,</p> <p>We are aware that the documents uploaded to this RFP are not the correct ones that should be associated with it. We will have this resolved before the end of business day and apologize for any inconvenience that occurred.</p> <p>Thank you for your patience,</p> <p>The TIPS Team</p>

## 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.	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.	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.)	Spun from our parent company Newegg, Newegg Business Inc. was created as a destination for businesses and organizations to research, buy, and manage all their information technology needs. Since our founding in 2010, Newegg Business has become the leading online retailer committed to becoming the most loved and trusted marketplace for organizations and agencies on the web. Today we offer our customers access to over 160,000 competitively priced IT products such as systems, components, peripherals, and software from the biggest brands in the world. We leverage our strong and long-standing partnerships with our IT vendors to enable us to provide our customers competitive pricing, immediate product availability, and comprehensive ongoing support.
6	Primary Contact Name	Primary Contact Name	David Kim



7	Primary Contact Title	Primary Contact Title	Program Manager
8	Primary Contact Email	Primary Contact Email	David.E.Kim@neweggbusiness.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6262711321
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6262719558
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Maggie Chu
13	Secondary Contact Title	Secondary Contact Title	Business Management Specialist
14	Secondary Contact Email	Secondary Contact Email	Maggie.M.Chu@neweggbusiness.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6262711321
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6262719558
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.	David Kim
19	Admin Fee Contact Email	Admin Fee Contact Email	David.E.Kim@neweggbusiness.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6262711321
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Brittnay Soto
22	Purchase Order Contact Email	Purchase Order Contact Email	TIPS@neweggbusiness.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6262711321
24	Company Website	Company Website (Format - www.company.com)	www.neweggbusiness.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	27-4019155
26	Primary Address	Primary Address	18501 E Gale Ave, Suite 150
27	Primary Address City	Primary Address City	City of Industry
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	91748

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.)	IT Components, IT Peripherals, Dell, HP, Lenovo, Microsoft, Cell Phone, Cables, Cases, CPU, Desktop PC ,Software, Notebooks, Hard Drives, Storage, Fans, Cooling, Motherboard, Memory, Monitors, Network, Printers, Projector, Scanners, Servers, Solid State Disks (SSD), Tablets, Universal Power Supply (UPS), Television, Home Video, Switches, Routers, CD/DVD ROM Drives, Chromebooks, VGA, LCD / LED, Keyboards, Mouse, Toner / Ink, USB, NAS, Blu-Ray, Cameras, Headsets, Speakers, Data Storage, Surge, Office Equipment
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)	Yes
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?	City of Industry
34	Company Residence (State)	Vendor's principal place of business is in the state of?	CA
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?	No
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.	Yes
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 ____ working days?	1
44	Years Experience	Company years experience in this category?	7



45	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
46	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	No
48	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. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
49	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  Do you have any conflicts under this statutory requirement?	No
50	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
51	Regulatory Standing	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, please explain in the next attribute question.	Yes
52	Regulatory Standing	Regulatory Standing explanation of no answer.	

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

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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;

(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.

## Instructions for Certification:

(No Response Required)

1. By agreeing to the form, 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.

- 55 Suspension or Debarment Certification 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. Yes

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 56 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. Yes

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.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. 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.

- 57 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- 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.
- 58 2 CFR PART 200 (A) Contracts Yes
- 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?
- 59 2 CFR PART 200 (B) Termination Yes
- 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 ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>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. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes



63	2 CFR PART 200 Federal Rule (12)	<p>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)</p> <p>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 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 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

66 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, I Agree

67 Remedies Explanation of No Answer

- 68 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
- 69 Jurisdiction and Service of Process Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS 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. Venue clauses in contracts with TIPS members may be determined by the parties.  
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
- 70 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 nonbinding 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, I Agree
- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 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. Yes, I Agree



Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 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, I Agree

75 Acts or Omissions Explanation of No Answer

76 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.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS 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 member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.  
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

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member 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.

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 and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 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.

I certify that:

NONE (Section A) 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 (Section B) 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.

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.  
TIPS will consider any deviations in its proposal award decisions, and TIPS 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 attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

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Line Items

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Response Total: \$0.00

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## TIIPS – The Interlocal Purchasing System

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017

RE: 170306 – Technology Solutions Products and Services (Addendum 2)

Addendum 1 was issued 3/2/2017. This addendum corrected the wrong documents being uploaded with the RFP. Addendum 2 was issued on 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP. This original bid closing date was extended from April 21, 2017 to April 27, 2017.

*Sarah Bond*

Sarah Bond

Contracts Compliance Specialist

Screen shot from TIIPS eBid System, showing history of RFP 170306 – Technology Solutions Products and Services (Addendum 2)

Date	Time	Description
<b>Bid Audit History</b>		
<a href="#">Return</a>		
4/24/2017 11:28 AM (CT)	Header	Bid request unsealed by SPONDTIPS.
4/21/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum published by RPOWELLTIIPS. Reason: TIIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required.
4/7/2017 11:38 AM (CT)	Header	Bid Request Information Copied from Bid 170306 Addendum 1 by RPOWELLTIIPS.
3/2/2017 12:14 PM (CT)	Header	Addendum issued by the system.
3/2/2017 12:14 PM (CT)	Header	Addendum published by RPOWELLTIIPS. Reason: TIIPS inadvertently attached the incorrect documents for RFP 170306 and has issued this addendum to correct the problem. We apologize for the inconvenience.
3/2/2017 12:00 PM (CT)	Header	Bid Request Information Copied from Bid 170306 by RPOWELLTIIPS.
3/2/2017 09:04 AM (CT)	Header	Bid message sent to 'Invited and Responding Suppliers'
3/2/2017 08:04 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIIPS. - Issue time adjusted by the system to balance workload.
2/28/2017 09:22 AM (CT)	Header	Bid Request Information Copied from Bid 444444 by RPOWELLTIIPS.
2/28/2017 09:22 AM (CT)	Header	Bid Request created by RPOWELLTIIPS.
<b>Items 1 - 13 shown of 13</b>		
<b>Addendum Audit History</b>		
<a href="#">Return</a>		
<b>Date</b>		
<b>Line</b>		
<b>Description</b>		
4/7/2017 11:58 AM (CT)	Header	Addendum 2 created for bid 170306 by RPOWELLTIIPS.
3/2/2017 12:04 PM (CT)	Header	Attachment was added. File Name: '170306_Agreement.pdf' Description: 'RFP 170306 Agreement by RPOWELLTIIPS.'
3/2/2017 12:04 PM (CT)	Header	Attachment was added. File Name: '170306_Agreement_Signature_Form.pdf' Description: 'RFP 170306 Agreement Signature Form' by RPOWELLTIIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added. File Name: '170306_Base_Forms_Required.pdf' Description: 'RFP 170306 Required Base Forms' by RPOWELLTIIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added. File Name: '170306_Pricing_Form_1.xlsx' Description: 'RFP 170306 Pricing Form #1 Spreadsheet' by RPOWELLTIIPS.
3/2/2017 12:02 PM (CT)	Header	Attachment was added. File Name: '170306_Pricing_Form_2.xlsx' Description: 'RFP 170306 Pricing Form #2 Spreadsheet' by RPOWELLTIIPS.
3/2/2017 12:01 PM (CT)	Header	Attachment was added. File Name: '170306_RFP.pdf' Description: 'RFP 170306 Specifications and Instructions by RPOWELLTIIPS.'
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Agreement.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Agreement_Signature_Form.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Pricing_Form_1.xlsx was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Pricing_Form_2.xlsx was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Base_Forms_Required.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_RFP.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Addendum 1 created for bid 170306 by RPOWELLTIIPS.
<b>Items 1 - 14 shown of 14</b>		

REFERENCES
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Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Denison High School	Spencer Barnett	<a href="mailto:sbarnett@denisonisd.net">sbarnett@denisonisd.net</a>	903-462-7000
Rowland Unified School District	Stephanie Rutenbeck	<a href="mailto:srutenbeck@rowland.k12.ca.us">srutenbeck@rowland.k12.ca.us</a>	626-854-8376
University of the Incarnate Word	Edgar Menchaca	<a href="mailto:emenchac@uiwtx.edu">emenchac@uiwtx.edu</a>	210-805-5808
Rochelle Elementary District #231	Mike Burchfield	<a href="mailto:mburchfield@d231.rochelle.net">mburchfield@d231.rochelle.net</a>	815-751-8538
Toiyabe Indian Health Project, Inc	Mike Felgar	<a href="mailto:mike.felgar@toiyabe.us">mike.felgar@toiyabe.us</a>	760-937-0398
Stony Brook University	Robert Haig	<a href="mailto:robert.haig@stonybrook.edu">robert.haig@stonybrook.edu</a>	631-632-6226
University of Washington	Claudia Christensen	<a href="mailto:claudiac@uw.edu">claudiac@uw.edu</a>	206-543-4156

## 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.

**Newegg Business Inc.**

8501 E Gale Ave, Suite 150, City of Industry, CA 91748

Name/Address of Organization

**Jim O'Dowd / Vice President, B2B**

Name/Title of Submitting Official

Signature

  
APPROVED

04/19/2017

Date



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 or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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: Jim O'Dowd  
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: Newegg Business Inc.  
(Name of Corporation)

I, Matt Strathman certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

Jim O'Dowd  
(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

Vice President, B2B  
(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

Matt Strathman  
SIGNATURE

04/19/2017  
DATE



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

The Education Service Center Region 8 and TIPS 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

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 Newegg Business Inc.

Print name of authorized representative Jim O'Dowd

Signature of authorized representative \_\_\_\_\_

Date 4/19/2017



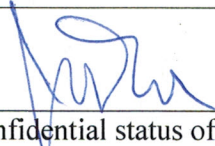
FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

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 then scan, name "CONFIDENTIAL" 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.) 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. The attached 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:

NEWEGG BUSINESS INC.  
Name of company claiming confidential status of material

JIM O'DOWD, VICE PRESIDENT - B2B   
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

18501 E GALE AVE, SUITE 150, CITY OF INDUSTRY, CA 91748  
Address City State ZIP Phone

ATTACHED ARE COPIES OF 20 PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

**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.

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone





Response to RFP 170306 for

## Technology Solutions, Products and Services

Presented by:



April 19<sup>th</sup>, 2017

Submitted by  
Jim O'Dowd  
Vice President, Business Unit  
Newegg Business, Inc.  
18501 E Gale Ave, Suite 150  
City of Industry, CA, 91748  
[www.neweggbusiness.com](http://www.neweggbusiness.com)

## Table of Contents

Newegg Business Cover Letter .....	3
Tab 1 Executive Summary .....	4
Tab 2 Pricing .....	6
Tab 3 Supplier Capabilities .....	7
Tab 4 Newegg Business Value Add Summary Matrix .....	12
Tab 5 eProcurement Service.....	15
Tab 6 Conclusion.....	16



April 19<sup>th</sup> 2016

Region 8 Education Center  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686

Subject: RE: RFP 170306 for Technology Solutions, Products and Services

To Whom It May Concern,

Newegg Business is pleased to submit this response to your request outlined in TIPS RFP 170306 for Technology Solutions, Products and Services. It is our intent that this proposal be entirely responsive to the needs and intent of your request.

Newegg Business has grown to be one of the nation's top providers of world class IT products and solutions. We leverage our strong and long-standing partnerships with our IT vendors to enable us to offer to our customers competitive pricing, immediate product availability, and comprehensive ongoing support. We also pride ourselves in our sophisticated supply chain methodology, which has been tested and fine-tuned for 15 years. The utilization of our network of warehouses allows us to deliver to our customers their IT needs for their critical requirements in the swiftest and most efficient manner. Our customers will also receive the best care possible by their dedicated Account Executive to help them along in the process and answering any questions they may have.

Though we stock all of the bestselling finished goods, what differentiates Newegg Business from the other companies in the IT marketplace is our core strength in sourcing and in stocking the latest IT components (CPUs, hard drives, power supplies, printers, scanners, etc.). Today, many of our public sector customers procure components to provide their IT staff with the specialized parts needed to meet their technical requirements. If awarded this contract, we believe TIPS members will vastly enjoy our product offerings and low pricing just as our current public sector customers do today.

Should you have any questions regarding our response, please feel free to contact the Program Manager, David Kim, at [david.e.kim@neweggbusiness.com](mailto:david.e.kim@neweggbusiness.com) or at 626-271-1321 x22459. We thank you for the opportunity to reply to your request and are confident you will find our response to your satisfaction. The information contained in this proposal or any part thereof is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the organization as to any material facts.

Sincerely,

A handwritten signature in black ink that reads "Jim O'Dowd".

Jim O'Dowd  
Vice President, Business Unit  
Newegg Business Inc.





## Tab 1 - Executive Summary

### Newegg History and Experience

In 2001, Newegg was founded by Fred Chang. Headquartered in the City of Industry, CA, Newegg Inc. has grown to be one of the top e-retailers in the United States. It owns and operates Newegg.com (www.newegg.com) which was founded in 2001 and regularly earns industry-leading customer service ratings. The award-winning website has more than 25 million registered users and offers customers a comprehensive selection of the latest consumer electronics products, detailed product descriptions and images, "how-to" information and customer reviews. Using the site's online community, customers have the opportunity to interact with other like-minded enthusiasts.

Due to the demand in the business-to-business space, Newegg Business Inc. was created as a destination for businesses and organizations to research, buy, and manage all their information technology needs. Since our founding in 2009, Newegg Business has been committed to helping our business customers extend their IT capabilities by providing a suite of computing products, networking solutions, data management and storage, and communication equipment. Our customers have reacted favorably to our commitment by helping us achieve double digit growth for each year since our founding.

We now offer our customers access to over 160,000 competitively priced IT products from the biggest brands in the world as well as those hard to find products from the more obscure sources. Newegg Business has become the leading online retailer committed to becoming the most loved and trusted marketplace on the web. We tirelessly pursue these goals by offering a superior shopping experience, rapid delivery and stellar customer service. Newegg Business proudly earns the loyalty of tech-enthusiasts and mainstream e-shoppers alike. We equip our customers with state-of-the-art decision-making resources such as detailed product information, "how-to's," over 3 million customer reviews and high-resolution photo galleries. We offer our customers peace of mind with lightning-fast delivery and cutting-edge logistics.

We believe service truly begins after the product our customer has ordered arrives at their doorstep. We follow through on this commitment with exceptional customer service. Our team of service associates are available via phone, e-mail and online chat to help ensure our customers the utmost satisfaction.

We've become a trusted partner to our clients, spanning the Enterprise, SMB, Higher Education, Federal Government, State and Local Government, Health Care, Retail, and Technology sectors. Our comprehensive offering, coupled with our customer-centric business model, is the reason for our success.

<b>Supplier's Corporate Information</b>	Company Name:	Newegg Business Inc.
	Legal Status:	Corporation
	State Organized:	Delaware
	Federal ID:	27-4019155
	DUNS:	078849018
	GSA Schedule:	GS-35F-089GA
	CAGE Code:	77NLO
	Business Type:	Large
	Website Address	<a href="http://www.neweggbusiness.com">www.neweggbusiness.com</a>



### **Corporate Office Locations**

Newegg Business holds its headquarters in City of Industry, CA. Our business operations including sales, marketing, accounting, fulfillment, and web and technical development is executed at this location. We also utilize three of our warehouses located in TN, IN, and NJ.

#### **Headquarters**

18501 E Gale Ave, Suite 150, City of Industry, CA 91748  
Vice President, Business Unit – Jim O’Dowd

#### **CA Warehouse**

17708 Rowland St, Rowland Heights, CA 91748  
Mgr, OPC Operations - Brian Tse

#### **IN Warehouse**

6161 Decatur Blvd, Indianapolis, IN 46241  
Mgr, OPC Operations - C.J. Cornwell

#### **NJ Warehouse**

45 Patrick Ave, Edison, NJ 08837  
Warehouse Manager – James Ferrano

## Tab 2 - Pricing

Newegg Business is submitting a price proposal for the product categories listed in Pricing Form 1. At Newegg Business we strive to offer the most competitive prices for information technology products across our full assortment of offerings. We benchmark our pricing against key competitors such as CDW, PC Connection, PC Mall, Insight, Zones and others. Our system electronically reviews real-time pricing among our competitors and adjusts our prices to ensure that we are as competitive as we can afford to be. As a result, our published web prices are often the best across the competitive landscape, which is evidenced by the gross margins that we produce.

However, based on the commitment of significant volume purchases that TIPS participants will be procuring through this contract, Newegg Business is offering increased cost savings to TIPS members in addition to our already low web prices.

Participants will be given a discount percentage off web pricing across product subcategories, with level of discount dependent on the subcategory. Pricing comments to note:

1. Contract category discounts will not be applied to products already under promotional discounts.
2. Contract category discounts will be applicable to all new products introduced in that category
3. Newegg Business proposal does not include Newegg Business Marketplace items. Newegg Business Marketplace is a third-party channel and online destination aimed at connecting B2B buyers and sellers with more comprehensive product selections and competitive pricing. Marketplace items are sold and shipped directly by the seller. The Marketplace items are available to TIPS for purchase, but discounts outlined in this proposal will not apply as Newegg Business has not control over price marketed by the Marketplace sellers.

**Please see Pricing Form 1 for discounted percentage off web pricing across all subcategories created specifically for TIPS participants.**



## Tab 3 – Supplier Capabilities

### Sales

Newegg Business has a dedicated Account Team assigned to multiple vertical segments, including the Public Sector space, across the United States. Their demeanor, knowledge, approachability, response, dedication, integrity and trustworthiness to exceed customers' expectations have allowed Newegg Business to exponentially grow year by year. TIPS account team will consist of four (5) Account Executives and a Sales Manager.

An Account Executives (AE) will be dedicated to each account under the TIPS program and will be designated as the primary point of contact for that account. Each account will be also assigned a secondary point of contact if the primary is unavailable. The team is set up where there is coverage between 7:00am PT and 5:30pm PT Monday through Friday. Each AE has completed an intensive training program that focuses on sales consulting, product training, operational systems, and customer service. Additionally, they attend ongoing training programs to ensure that they stays up-to-date on the latest technologies and changes in the industry. With the potential addition of the TIPS contract, the AE team will be expanded, not only to support the contract, but to drive business growth leveraging the contract. Newegg Business has a very large and diverse install base of public sector customers and we're eager to promote this contract to them, especially the ones who are not currently TIPS participants.

The AEs reports to the Sales Manager who oversees the Public Sector sales team. The manager will serve as an escalation point for issue resolution and for access to special resources if needed. The manager will share best practice information and provide coaching and development opportunities to the AE team.

TIPS participants will also have a dedicated Program Manager. Program Managers set up and manage contracts once awarded. They are a valuable resource to Account Executives as they assist with training on the particular contract scope and guidelines, provide contract information and updates, and assist with customer support.

### Ordering Process:

Newegg Business has a dedicated website for our customers to access and place orders for products available in this agreement at the contracted prices. Customers will shop on the website, select their products, select their shipping methods, and then enter their payment information at checkout.

Each member will be required to create an account. Creating a customer account is online and instantaneous. There is no installation required. With an account, TIPS members can leverage Web site functions and benefits that include:

1. On-line catalog(s) with contracted pricing displayed
2. Current product information
3. Access to manufacturer's product specifications
4. Ability to check stock availability
5. Ability to create shopping carts
6. Ability to track ordered/shipped shipments
7. Access to customer invoice/billing information
8. Ability to designate a primary point of contact for the account
9. Ability to accept electronic orders through procurement portal



Customer will also have the option to place their orders as assisted, offline orders. With assisted offline orders, a dedicated Account Executive will be provided as a primary point of contact for TIPS members for all quote requests and purchase requests. Offline quote requests and orders can be initiated several ways.

- An incoming call seeking a quote or to place an order.
- An incoming email seeking a quote or to place an order.
- An incoming postal mail seeking a quote or to place an order.
- An incoming facsimile seeking a quote or to place an order.

Order Acceptance Hours of Operation:  
Mon - Fri: 5:30am - 5:30pm PT  
Weekend: Closed

**All orders will be placed by Newegg Business and will also be invoiced by Newegg Business**

### **Standard Terms of Payment**

Newegg Business standard deferred payment terms are Net 30 / Net 55 Purchase Orders. All buyers under the same account can use the same Net 30 account, reducing purchasing to a single monthly statement with no annual fee attached.

Other payment options include: Credit Cards, p-Cards, Wire Transfer, and/or Prepaid Checks.

### **Leasing**

Newegg Business has partnered with Dell Financial Services to allow TIPS and its members to have the financial flexibility to procure needed equipment now, and not have to wait years down the road when your budget allows a large- scale purchase. Lease plan options are as follow:

#### **Finance Lease**

- Payment Type: Fixed monthly payment lease
- Available Payment Periods: 24, 30, 36, or 48 months
- End-of-term options: Upgrade technology and return old system to Dell Financial Services. OR purchase equipment for \$1
- Interest Rate: Interest does not accrue on a lease. Monthly payment is for the use of the equipment and based in part on the original cost of the equipment, the purchase option selected, and the customer's credit history.
- Late Payment Fees: The greater of (1) 5% of the late payment amount or (2) \$29 for each late payment (or if less, the highest amount permitted by applicable law)
- Personal property tax management fees: There is a monthly charge for estimated personal property taxes.
- Grace Period: Not applicable
- Monthly payment amount: Payments are fixed. Customer must make the monthly payment plus any other miscellaneous items that might be due.
- Prepayment Policy and Fees: The lease is non-cancelable and may not be terminated early.





## **Customer Service**

Newegg Business encourages customers to contact their Account Executives (AE) directly to resolve any complaints, issues, or challenges. AEs evaluate the issue, and if they cannot personally assist the customer, they will engage with management to resolve. For any RMAs and returns, AEs will collaborate with our Customer Service Department to assist. Customers may also reach out to Customer Service directly. Newegg Business' Customer Service Department has earned numerous awards for customer satisfaction from publications and organizations such as Computer Shopper, ForeSee Results, the National Retail Federation and Forbes Magazine. We carry a dedicated internal team of post-sale customer service representatives that can be reached by 24/7 live chat and email as well as by phone to answer questions about products, ordering, payment, shipping, and other general questions.

### **Current Customer Support Offering - By Phone:**

Monday - Friday: 5:30 AM - 5:30 PM PT (Close at 7pm or later during peak season)

Saturday: 8:30 AM - 5:00 PM PT

Sunday: 8:30 AM - 5:00 PM PT during peak season

### **Current Customer Support Offering - By Chat/Email:**

24 hours a day / 7 days a week

### **Average Speed of Answer SLA**

Phone - 1:30 minutes

Chat - 1:30 minutes

Email - 24 hours

SMS - 2 hours

## **Delivery**

Newegg Business, with its world class logistics, has created one of the most reliable, fast, and cost-effective fulfillment networks in the world. Our service footprint is designed to reach 90% of the US population in 4 days via Ground. All orders are processed within 24 hours of financial clearance with 99.5% success and then dispatched to premium delivery services such as FedEx, DHL, or UPS. Products carried by our other fulfillment warehouses may increase delivery time, but orders will be expedited to ensure accelerated shipment.

Our fill rate is over 99% for credit-approved orders and in-stock product. The dedicated Account Executive will review backorders for products daily. When there is a product shortage, and other vendors do not have access to these products, we can often procure them from another source. Any updates will be communicated to the buyer and/or end user who placed the order. If the item is designated as an end-of-life item, or if the inventory replenishment timeframe for that item is considered too lengthy for the customer, replacement or alternate products will be researched and communicated to the customer. We will never ship replacement items without the consent from the customer.

For expedited shipping, we have 1-day, 2-day, 3-day, LTL, and truck load services available at all times. An expedited freight charge may be added for this service.

## Warranty

Each product comes with manufacturer's standard warranty. Warranty length is dependent on the manufacturer. TIPS members have the ability to extend the warranties. We have partnered with AIG, the world's largest insurance organization, to complement our manufacturer warranty plans. All Extended Warranties offer a hassle-free, fast solution if your product should fail. Available plans are as follow:

- Replacement Plan – Covers one time replacement of the device
- Depot Repair Plan – Covers the cost of repairing the device at a central repair facility
- Onsite Repair Plan – Covers the cost of sending a technician on-site to repair the device
- Accidental damage protection – Covers the cost of repairing devices accidentally damaged during normal handling.

Account Executives assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.

## Returns

All product returns require a Return Merchandise Authorization (RMA) number. A customer may obtain an RMA number by contacting Newegg Customer Service through any of the methods provided at <https://kb.neweggbusiness.com/ContactUs/ChatWithUs>.

All products that are new with the retail packaging never opened can be returned to Newegg within 30 days regardless of the individual return policy. The RMA number procedure will take a maximum of 48 hours to process and send to the customer.

## Cancellation Policy

Orders placed with Newegg Business will enter the shipping process very quickly so that the items can be fulfilled and delivered as soon as possible. Once the order enters the shipping process it can no longer be modified or cancelled. A customer can check your order status in your portal. If the status is "processing", the customer can cancel it by going to the order detail page. There, the customer can place another order with the items needed. If the status is "charged", the order has likely entered the shipping process and can't be modified or cancelled. Please contact the dedicated Account Executive immediately if the status is 'charged' and the order cancellation is still desired.

## Contract Introduction

Training and education on the TIPS contract to all applicable personnel including executive leadership as well as continued product training to the sales team.

Newegg Business will also create and provide an TIPS playbook with contract details including:

- How to position TIPS to State and Local, Higher Education and K12 participants
- The customer value-adds of TIPS to all of our Account Executives
- Quarterly internal trainings for the TIPS contract



### **Contract Marketing**

Newegg Business will focus upon customer touches including:

- Email Campaigns
- Call Campaigns

Newegg Business will create and implement detailed marketing support plans for execution within the TIPS community. Marketing support plans may consist of but not limited to:

- Direct marketing to Participants
- Web marketing
- Flyers, posters and other print material

#### **First 30 Days:**

- An announcement with contract details and contact information will be published on the company website.
- Newegg Business Marketing will work with TIPS to create and distribute this announcement at the transition of the new award.

#### **First 90 Days:**

- Design, publication and distribution of co-branded marketing materials
- Dedicated TIPS I internet web-based homepage with:
  - TIPS logo
  - Contract information
  - Summary of Products and pricing
  - Marketing Materials

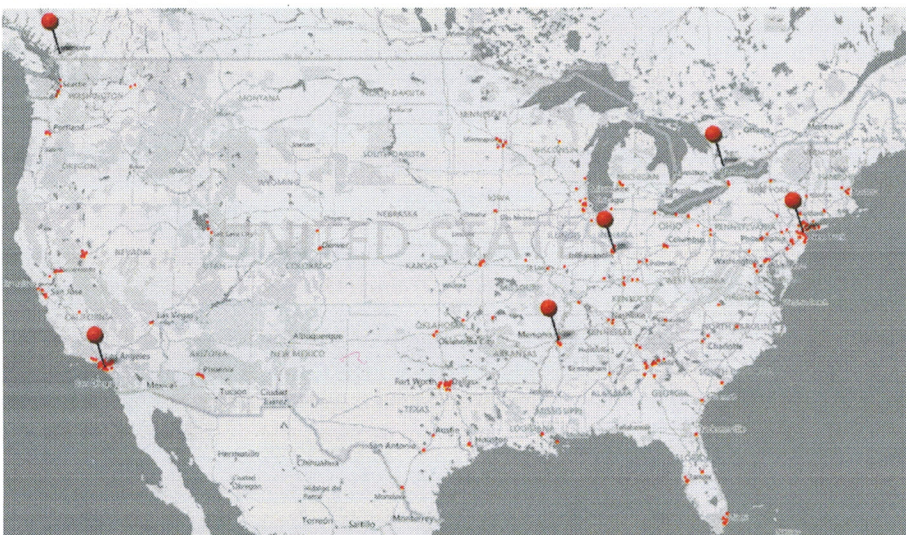
#### **Ongoing:**

- Marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

## Tab 4 - Newegg Business Value Add Summary Matrix

Our sole focus is on supplying our customers with the right information technology solution that is a cost effective, delivered on time, and meets the participant's requirements. We'll always strive to provide additional value to our customers to increase total customer satisfaction and benefits for your organization and its members. We've outlined these benefits below:

Value-Added Service	Benefit
<p><b>Account Management and Customer Service</b></p> <p>A dedicated Account Executive who will be TIPS members' primary point of contact for all requests and issues and available to you via phone, Skype, email or chat for coordinating your needs with our resources.</p> <p>Our strong relationships with our manufacturers enable the Account Team to provide pre-sales consultation, technology roadmaps and other assistance quickly.</p> <p>Our award winning Customer Service team made up of more than 200 agents who been independently called "legendary."</p> <p>Our post- sales and technical support delivering on our own internal expertise while leveraging the support of our manufacturer partners.</p>	<p><b>Responsiveness and Ongoing Guidance</b></p>
<p><b>Product Fulfillment</b></p> <p>Products carried by Newegg Business's own network of warehouses ships same day if placed before 12:00 p.m. PT Monday through Friday, and will be delivered within 4-7 business days of shipment at no additional cost. Exclusions will apply in certain cases.</p> <p>Distribution centers strategically located to easily serve our customers across the United States. We carry 160,000+ products from 1,000+ manufacturers.</p> <p>State-of-the-art scanning, labeling and sortation optimize the entire shipping operation for quick turnaround.</p> <p>Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. We ship from the warehouse closest to you whenever possible.</p>	<p><b>Quick Turnaround and Reliable Delivery</b></p>





### Extended Warranty / Service Plans

We offer extended manufacturer warranty plans on select products.

We have partnered with AIG, the world's largest insurance organization, to provide increased extended warranty support to complement our manufacturer warranty plans.

Accident Protection can be purchased on eligible products. While most service plans cover basic mechanical malfunction only, Accidental Damage from Handling (ADH) covers your product from accidents like drops, falls, power surges, and other accidental damage during the entire term of coverage.

**Protect It**

### Procurement Management Tools

Securely access the Newegg Business Customer Portal anytime, anywhere, from any internet-enabled device. Portal access is granted based on an account request/approval process, allowing customers to manage their individual users.

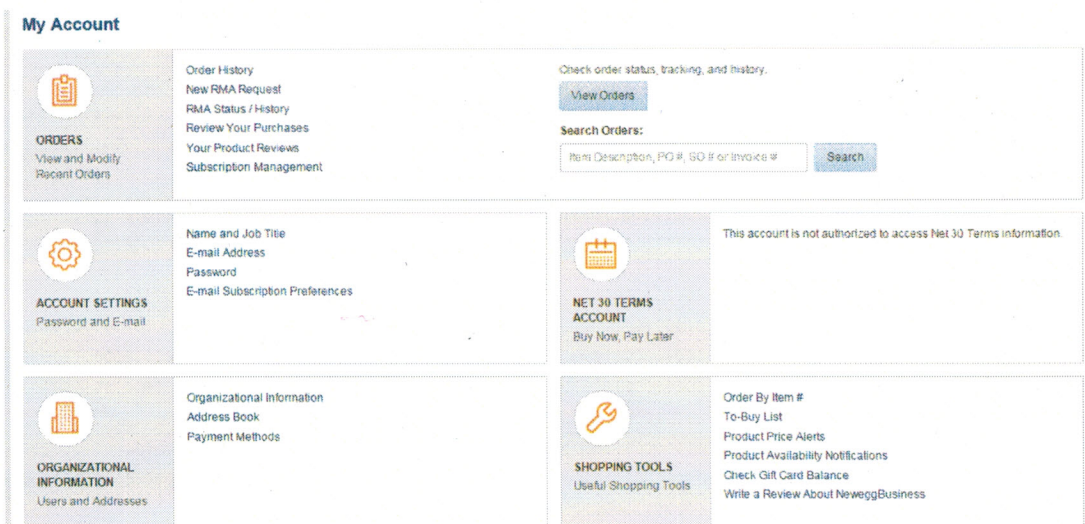
Search the Newegg Business product catalog and submit purchase requests directly through the Customer Portal. Locate products by manufacturer part number or product description.

Gain valuable insight into your recent procurements, including order and invoice tracking. See your purchase history and monitor trends by setting customized time frames.

Request RMAs for when we make mistakes or when the products are faulty or defective. Our liberal return policies strives to make RMAs as hassle free as possible.

Manage your credit terms and payment options with our easy to use online tools while streamlining your purchasing and payment process effortlessly.

**Streamlined Processes and Standardized Purchasing**



**My Account**

**ORDERS**  
View and Modify Recent Orders

- Order History
- New RMA Request
- RMA Status / History
- Review Your Purchases
- Your Product Reviews
- Subscription Management

Check order status, tracking, and history.  
[View Orders](#)

**Search Orders:**  
Item Description, PG #, GO # or Invoice #  [Search](#)

**ACCOUNT SETTINGS**  
Password and E-mail

- Name and Job Title
- E-mail Address
- Password
- E-mail Subscription Preferences

**NET 30 TERMS ACCOUNT**  
Buy Now, Pay Later

This account is not authorized to access Net 30 Terms information.

**ORGANIZATIONAL INFORMATION**  
Users and Addresses

- Organizational Information
- Address Book
- Payment Methods

**SHOPPING TOOLS**  
Useful Shopping Tools

- Order By Item #
- To-Buy List
- Product Price Alerts
- Product Availability Notifications
- Check Gift Card Balance
- Write a Review About NeweggBusiness



**Finance / Credit and Payment Options**

Pay by Credit Card, Wire Transfer, and/or Prepaid Checks.	<b>Financial Flexibility</b>
Net 30 Purchase Orders - All buyers can use the same Net 30 account, reducing purchasing to a single monthly statement with no annual fee attached.	
Net 55 Purchase Orders - All buyers can use the same Net 55 account, reducing purchasing to a single monthly statement with no annual fee attached.	
Leasing - Lease through Dell Financial Services, which will allow you to pay for your equipment in low, budgeted payments (monthly, quarterly, or yearly).	



## Tab 5 - eProcurement Services

The purchasing of IT products has become more efficient and resourceful for a large number of organizations with the assistance of eProcurement systems such as Sciquest, Ariba, and Unimarket. Newegg Business has partnered with these vendors, and many others, to help integrate PunchOut Catalog solutions into our customers' procurement operations. When a customer punches out to their Newegg Business catalog, they can select and configure products and bring their selections back for processing through their internal procurement system.

### **Advantages of Partnering with Newegg Business**

**Fully Integrated e-Procurement** - Streamline purchasing through one e-Procurement interface to better manage your buying process while reducing transactional costs.

**Electronic cXML Invoicing** - Simplify your transactional processes, analyze buying cycles, and manage spending among multiple users over your eProcurement system via cXML invoicing.

**Extensive Punch-out Catalog Product Selection** - Shop our PunchOut catalog, featuring more than 160,000 products from the biggest and best brands in the world.

- Easy to use Newegg Business catalog layout and search functionality
- Detailed product information and specs

**The most common platforms/supplier networks\* include (but are not limited to):**

SciQuest, Ariba, Coupa, Unimarket, Basware, ESM

**We support industry-standard protocols such as (but not limited to):**

cXML, xCBL, OCI (for PunchOut),

### **Integration Project Process**

The success of our PunchOut Catalog integrations is extremely important to Newegg Business, and we strive to make the process as seamless and efficient as possible. Our customers will be provided a dedicated Technical Project Manager to administer the implementation to help ensure the solution is customized appropriately around the customer's requirements and to make certain the project is progressing along the agreed upon schedule.



The stages in a typical PunchOut integration:

- **Engagement:** We receive customer request for PunchOut Catalog integration.
- **Gather Customer Requirements:** Scope and help define customer's business and technical requirements.
- **Integration:** Code unique customer requirements and setup the initial connection.
- **Testing:** Provide thorough testing of purchase order and invoice handling.
- **Live Connection:** Move to production and validate initial production orders.
- **Support:** Provide ongoing production support.



## Tab 6 - Conclusion

We are confident, that in this response, TIPS and its members will find Newegg Business to be the partner of choice when it comes to fulfilling their IT product needs. Our strong partnership with our manufacturer partners enhances the level of customer service that Newegg Business is able to provide TIPS members, allowing us to offer competitive pricing, immediate availability, and answers your all IT related questions.

### Value Proposition Summary

- Increased cost savings in addition to the promotional web prices listed on our website
- Access to the latest system components and IT peripherals (CPUs, hard drives, power supplies, printers, scanners, etc.) in the marketplace today
- Dedicated Account Executive and Customer Service Team
- Online Procurement Management Tools
- Finance / Credit and Payment Options
- Extended Warranty Service Plans
- Fully Integrated e-Procurement including Electronic cXML Invoicing

### Program Manager Contact Information

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- Phone: 626-271-1321 x22459
- Email: david.e.kim@neweggbusiness.com

Thank you for the opportunity to respond on this important initiative and we hope to serve TIPS as a chosen partner. We look forward to discussing our Enterprise Procurement Agreement in more detail with your team.

*All data and information contained herein and provided by Newegg Business in response to a TIPS RFP 170306 is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of YOUR BUSINESS.*



Insert proposer name here

**GOODS TEMPLATE PRICING**

YOU MAY ADD ADDITIONAL LINES AS REQUIRED

**EQUIPMENT**

Product/Manufacturer	Product #	Description	MSRP	% Discount	TIPS Price
Varies	Varies	Bluetooth Cell Phone Car Kits	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Signal Booster	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Cell Phones Accessories	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Wired Headsets & Speakers	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Cell Phones - Bluetooth Headsets, Speakers, & Accessories	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Mounts & Holders	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cell phone - NFC Headsets and Speakers	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Stylus	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Accessories - Notebooks/Tablet PCs	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Notebook Port Replicators / Docking Stations	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Notebook Cases - For Her	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Accessories - Laptop Cooling	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Notebook Cases	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Accessories - Hard Drive	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Accessories - CPU	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Case Fans	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Card Reader/Adapter	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	DIY Cooling	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Memory & Chipset Cooling	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Controllers / Panels - etc.	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Accessories - Network (Panels - Keystone Jacks)	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	VGA Cooling	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Tools - Network / PC Service / Acc.	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Fans / Heatsinks (Case - CPU - Chipset)	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	External Enclosure	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	PC Cards/PCMCIA Add-on Cards	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Accessories - General	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cooling Device Accessories	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Accessories - Case / Rackmount	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Hard Drive Cooling	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Accessories - Motherboards	Web Price	2.00%	Web Price with Discounts Applied
Varies	Varies	Water Cooling	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Add-On Cards	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	CPU Thermal Paste / Grease	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Hubs - Network / USB / Firewire	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Accessories - USB	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	PC Cards / PCMCIA Modem and Network Devices	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	CPU Cooling	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Speakers	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Accessories - Sound Cards	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Sound Card	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Headsets and Accessories	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Microphone	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Batteries	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Digital Camera Batteries & Chargers	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Notebook Batteries / AC Adapters	Web Price	2.00%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Chargers	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Audio Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Mini DisplayPort Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Round	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	KVM Cables	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Hard Drive Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Coaxial RF (F-Type) Cables	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Cables - Mouse / Keyboard (PS2) Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Firewire (IEEE 1394) Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Internal Power Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	USB Converters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Computer Power Extension Cords	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Audio / Video Cables	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Network Ethernet Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Printer (Parallel) Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Power Extension Cords	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Computer Power Cords	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Fiber Optic Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Data Converters	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Cables - RCA Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Data Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Network Connectors/Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	USB Display Adapters	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Cables - 3.5mm / 2.5mm Stereo Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	USB / IEEE-1394 Firewire Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Thunderbolt Cables & Adapters	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Cell Phone Data Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - HDMI Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Network - Cables	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Cables - AC Power Cords for Laptop	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - International Power Cords	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Modular Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - DisplayPort Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Connectors	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Power Splitter Cords	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	KVM (Keyboard - Video - Mouse) Switches	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Toslink Digital Optical Audio Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - USB Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Phone Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - DVI Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Lightning Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Extenders & Repeaters	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Cables - RCA Composite Cables	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Cables - SCSI / SAS / InfiniBand Cables	Web Price	2.25%	Web Price with Discounts Applied



Varies	Varies	Audio Video Converters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Speaker Wires	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Cables - IDE Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Power Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Mouse/Keyboard (PS2) Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - SATA / eSATA Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Serial Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - VGA / SVGA Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Audio/Video Switch	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - BNC Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Computer Power Adapter Cords	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - Instrument (Professional) Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Audio/Video Splitters	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Adapters and gender changers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Cables - RCA Component Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Video Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cables - S-Video Cables	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Cases ( HTPC/Media Center Cases)	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Power Supplies	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Cases (Computer Cases - ATX Form)	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Cell Phones - No Contract Phone	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Unlocked Cell Phones	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Verizon Authorized Cellphones	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Cell Phone - Prepaid Phones & Cards	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	iPhone	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Processors - Mobile	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Processors - Server	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Intel Processors	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Processors - Desktops	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	All-in-One PCs	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Desktop PC	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Games	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - MAC Applications	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Business and Finance	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Educational / Reference	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Security	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Utilities	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Operating Systems	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Trials	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Graphic & Design	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Academic	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Programming & Web Development	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Downloadable Software - Audio & Video Editing	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Memory (USB Flash Drive)	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Memory (Flash Memory)	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Wearable Technology	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	App Enabled Products	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Gadgets	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Gaming Laptops	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Tape / Floppy & Zip Diskette	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Consumer Electronics Storage	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Accessories - Storage Devices (Tape - Zip)	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Storage Devices (Tape - ZIP)	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Rackmount NAS	Web Price	0.75%	Web Price with Discounts Applied
Varies	Varies	Network - Storage	Web Price	1.00%	Web Price with Discounts Applied
Varies	Varies	Hard Drives - Notebooks / Laptops	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Hard Drives	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Wireless Attached Storage	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Mac - Storage	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Hard Drives - Desktop External	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Hard Drives - Portable External	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Portable Speakers	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Portable Radios	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Accessories - Portable DVD Players	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	MP3 / MP4 Player Accessories	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Accessories - PDA	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Portable Cassette Players	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Portable Audio	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Boombboxes	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	iPod Accessories - OEM	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Headphones and Accessories	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	iPad Accessories - OEM	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Portable CD Players	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Digital Voice Recorders	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	MP3 / MP4 Players	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Portable DVD Player	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	PDA / Handheld PCs	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Plasma	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	LED TV	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Blu-Ray Players	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	LCD TV	Web Price	0.75%	Web Price with Discounts Applied
Varies	Varies	DVD Recorder	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	DVD Players	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	TV Combo	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Gaming Chairs	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Gaming Keyboard	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Mouse	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Keyboards	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	PC Gaming Accessories (Joystick - Game Pad - etc.)	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Gaming Mice	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Digital Performance Eyewear	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Webcam	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Input Devices - Tablets	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Presentation Devices	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Accessories - Mouse	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Barebone Systems - Mini / Booksize	Web Price	1.50%	Web Price with Discounts Applied



Varies	Varies	Motherboards - Intel	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Motherboard / CPU / VGA Sets	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Motherboards - AMD	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Barebone Systems - Mini PC	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Accessories - Barebone Systems	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Memory (Desktop Memory)	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Memory (Gaming System Memory)	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Memory (Notebook Memory)	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Memory (System Specific Memory)	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Mac - Memory	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Memory (Server Memory)	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Monitors - LCD Flat Panel	Web Price	1.00%	Web Price with Discounts Applied
Varies	Varies	Monitors - Touchscreen	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Monitors - Large Format Display	Web Price	0.75%	Web Price with Discounts Applied
Varies	Varies	Network - Firewalls	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Firewire	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Network - Device Server	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Accessories - Wireless	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Network - Switch Modules	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Network - Network Antennas	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Print/Scanner Server	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Network - Routers / Remote	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Switches	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Interface Cards	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Wireless AP/Bridge	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Transceivers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Powerline	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Range Extenders	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Network - MoCA Adapters	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Network - Wireless Routers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Wireless Adapters	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Telephones	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Digital Media Players	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Telephony Accessories	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Modems	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Telephone - VoIP (Voice Over IP)	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Network - Bluetooth	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Phone & Conferencing Devices	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Tablet PCs	Web Price	1.00%	Web Price with Discounts Applied
Varies	Varies	Netbooks	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Notebooks	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Chromebooks	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Mobile Workstation	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	CD/DVD R/RW Media	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	CD/DVD ROM Drives	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Blu-Ray Drives	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	CD/DVD ROM/RW Drives - External	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Accessories - CD/DVD	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	CD/DVD/Flash Duplicators	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Floppy Drives	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	External Blu-Ray / HD-DVD Drives	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Blu-Ray Burners	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Floppy Drive Diskette	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Blu-Ray Media	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	CD/DVD Burners (RW Drives)	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	POS - Signature Capture Pads	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Scanners - Barcode	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	POS - Payment Terminals	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Card Printers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Barcode/Label Printers	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	POS - Software	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	POS - Receipt Ribbons	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	OS - Cash Handling	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	POS - Keyboard	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	POS - Mobile Computers Accessories	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	POS - Receipt Paper	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	POS - Credit Card Readers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	POS - Mobile Computing	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	POS - RFID	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	POS - Accessories	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	POS - Touchscreen Monitors	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	POS - Systems	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	POS - Computers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	POS - Check Scanners	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Receipt Printers	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	POS - Pole Display	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	3D Scanners	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Filament	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Printer - Inkjet Printers	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Printer - Laser Printers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	3D Printers	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Printer - Dot Matrix Printers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	3D Printers Accessories	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Projector Lamps	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Projectors	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Accessories - Projectors	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Accessories - Monitors	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Projector Screens	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Home Theater Projectors	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Scanners - Specialized	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Scanners - Document	Web Price	1.00%	Web Price with Discounts Applied
Varies	Varies	Scanner - Flatbed	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Server Racks/Cabinets	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Server - Chassis	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Hard Drive Controllers / RAID Cards	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Motherboards - Server	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Server - Power Supplies	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Server - System Processors	Web Price	1.50%	Web Price with Discounts Applied



Varies	Varies	Server - Accessories	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Thin Client Systems	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Server - RAID Sub-Systems	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Server/Workstation Systems	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Server - Barebone	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Software - Programming	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Software - Utility & Backup	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Software - Server	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Software - Multimedia Editing	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Software - Academic	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Software - MAC Applications	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Software - Home Improvement & Hobbies	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Software - AntiVirus & Internet Security	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Software - Business & Personal Finance	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Software - Operating Systems	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Software - Educational/Reference	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Software - Digital Media Creating and Editing	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Software - Licenses	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Solid State Disk - Enterprise	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Solid State Disk	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Solid State Disk - External	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Accessories - Tablet (Genuine)	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Tablet PC - Tablets	Web Price	1.00%	Web Price with Discounts Applied
Varies	Varies	E-Book Reader - Tablets	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	E-Book Readers	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Special Promotion	Web Price	1.25%	Web Price with Discounts Applied
Varies	Varies	Ultrabooks	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Ultra Mobile PC	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Power Distribution Units	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	UPS Accessories	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Power Strips - Inverters and Converters	Web Price	2.50%	Web Price with Discounts Applied
Varies	Varies	Surge Suppressors	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	UPS (Back Up Power Supply)	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Power Inverters	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Accessories - Video Card	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Video Card - Nvidia	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Video Cards - AMD/ATI	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Splitters	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Pro Converter & Scaler	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Production Switchers	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Signal Routing & Distributions	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Pro Auto Controller & System Processor	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Professional Video Devices	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Video Devices & TV Tuners	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Pro Video Capturing	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Pro A/V Recorders	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Post Production Camera	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Pro A/V Extender & Repeater	Web Price	1.75%	Web Price with Discounts Applied
Varies	Varies	Video Cards - Workstation	Web Price	1.50%	Web Price with Discounts Applied
Varies	Varies	Post Monitoring	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	MFR Service Plans	Web Price	2.25%	Web Price with Discounts Applied
Varies	Varies	Annual Subscription	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Single-Session	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Tech Support	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Standalone Warranty	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	Extended Warranty	Web Price	2.75%	Web Price with Discounts Applied
Varies	Varies	OEM Warranty	Web Price	2.75%	Web Price with Discounts Applied

ENTER BELOW THE MINIMUM % DISCOUNT  
OFF OF ALL NON-LISTED GOODS IN YOUR  
"CATALOGUE" AS DEFINED IN THE RFP.  
\*REQUIRED FIELD

\*\* Insert more records as needed.

Please provide the minimum percent discount off you will offer to our members for the catalogue, list, shelf, web or other published pricing that is not listed above or not currently available and may be added during the life of the award.

1%

In order to add products to your proposal after you have been awarded a contract, you MUST add a discount off for the catalogue section above. To see a more thorough definition of "Catalogue" refer to the RFP document.

Example: If you are a Technology Company and you sell tablets but do not list any tablets or pricing on your proposal and do not list a discount off for the catalogue but want to add tablets later into your contract term, you WILL NOT be able to add tablets to your contract.

- i. Contract category discounts will not be applied to products already under promotional discounts.
- ii. Contract category discounts will be applicable to all new products introduced in that category
- iii. Does not include Newegg Business Marketplace items. Newegg Business Marketplace is a third-party channel and online destination aimed at connecting B2B buyers and sellers with more comprehensive product selections and competitive pricing. Marketplace items are sold and shipped directly by the seller. The Marketplace items are available to TIPS for purchase, but discounts outlined in this proposal will not apply.

**IMPORTANT NOTICE TO PROPOSER:**

**IF YOU WANT YOUR PROPOSAL TO BE CONSIDERED FOR USE BY TEXAS STATE  
AGENCIES AND UNIVERSITIES AND SOME APPLICABLE LOCAL ENTITIES,**

**YOU MUST COMPLETE THE FOLLOWING FORM**

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

ATTACHED BELOW IS THE OFFICIAL STATE OF TEXAS FORM





# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.





# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

**SECTION-1: RESPONDENT AND REQUISITION INFORM**

- a. Respondent (Company) Name: Newegg Business Inc. State of Texas VID #: \_\_\_\_\_  
 Point of Contact: David Kim Phone #: 626-271-1321  
 E-mail Address: David.E.Kim@neweggbusiness.com Fax #: 626-271-9558
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: 170306 Bid Open Date: 04/21/2017

(mm/dd/yyyy)



Enter your company's name here: Newegg Business Inc.

Requisition #: 170306

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>five (5) years or less</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a **continuous contract\*** in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**".

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Newegg Business Inc.

Requisition #: 17036

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



Enter your company's name here: Newegg Business Inc.Requisition #: 17036**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Please refer to Supplier Capabilities on pages 7-11 from the Newegg Business RFP response.

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


  
Signature

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**Jim O'Dowd**


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Printed Name

Vice President, Business Unit

Title

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**04/20/2017**


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Date  
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.







# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, to continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



# HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.





# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

## SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_  
Requisition #: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

## SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than            Select            on                      .  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

- Not Applicable

### 4. Bonding/Insurance Requirements:

- Not Applicable

### 5. Location to review plans/specifications:

- Not Applicable

THIS CERTIFIES THAT

# NEWEGG, INC.



\* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\* NAICS Code(s): 454111; 454112; 454113

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/01/2016

**Issued Date**

SC03075

**Certificate Number**

A handwritten signature in black ink that reads "Joset Wright-Lacy".

Joset B. Wright-Lacy

A handwritten signature in black ink that reads "Virginia Gomez".

Virginia Gomez, President

10/01/2017

**Expiration Date**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify](#), [Develop](#), [Connect](#), [Advocate](#).

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

## Attachment B - Minority-Owned Certificate



### **Warranty**

Each product comes with manufacturer's standard warranty. Warranty length is dependent on the manufacturer. TIPS members have the ability to extend the warranties. We have partnered with AIG, the world's largest insurance organization, to complement our manufacturer warranty plans. All Extended Warranties offer a hassle-free, fast solution if your product should fail. Available plans are as follow:

- Replacement Plan – Covers one time replacement of the device
- Depot Repair Plan – Covers the cost of repairing the device at a central repair facility
- Onsite Repair Plan – Covers the cost of sending a technician on-site to repair the device
- Accidental damage protection – Covers the cost of repairing devices accidentally damaged during normal handling.

Account Executives assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.