

# TIPS VENDOR AGREEMENT

Between Best Buy Stores, L.P,\* and

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 200105 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order, Agreement or Contract 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 between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, 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”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

## Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

## Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

## Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

## Disclosures

- Vendor and TIPS affirms that he/she or any authorized employees or agents 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.
- 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 the TIPS program.
- 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.

## Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

## 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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

### **Invoices**

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Payments**

The TIPS Member will make payments directly to the Vendor, the vendor assigned dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. TIPS reserves all rights under the law to collect the fees due. 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**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **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 or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically 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 for an alternative submission schedule).

### **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

reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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

**Cleanup:** When performing work on site at a TIPS Member's property, awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 unless otherwise agreed by the TIPS Member. 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 the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM

### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **Force Majeure**

Non- JOC Vendor Agreement Ver.07302019.rp  
Modified for Best Buy\_RP

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 full 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.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

### **Venue, 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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded vendor may then recover the fees from their named reseller.

### **Support Requirements**

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Modified for Best Buy\_RP

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

**Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate <b>Automobile</b>
<b>Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000



When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the 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.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

See Exhibit A (13 pages) to this Vendor Agreement attached below



Signed March 6, 2020



## EXHIBIT A TERMS AND CONDITIONS

[Dated as of January, 2018]

The terms and conditions ("Terms") set forth herein constitute the agreement of Best Buy to sell to Client, and Client to purchase from Best Buy, products ("Products") and any associated services ("Services") and are binding on all Best Buy For Business™ clients ("Clients"). Client accepts these Terms by making a purchase from or placing an order with Best Buy For Business or shopping on the Best Buy For Business website [www.bestbuybusiness.com](http://www.bestbuybusiness.com) ("Site"). For clarification, references to "You", "Client" or "customer" means business customer. Except in those instances where Best Buy For Business and a Client enter into a separate written contract for the purchase of Products and/or Services providing for separate terms of sale, these Terms will apply. In case of a conflict between these Terms, a purchase order or the Vendor Agreement, these Terms shall control. THESE TERMS ARE LIMITED TO THOSE CONTAINED HEREIN. BEST BUY HEREBY REJECTS AND WILL NOT OTHERWISE BE BOUND BY ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORM DELIVERED BY YOU TO BEST BUY, WHETHER ORAL, WRITTEN, ELECTRONIC OR IMPLIED. PURCHASE ORDERS ARE FOR ADMINISTRATIVE PURPOSES ONLY.

Additional or separate terms may apply to your interactions with other Best Buy websites, Best Buy stores or with Geek Squad®, and to use of individual services or features available on the Site, such as reviews. The policies of Best Buy retail stores may differ substantially from those applicable to your use of Best Buy For Business, [BestBuyBusiness.com](http://BestBuyBusiness.com), [BestBuy.com/business](http://BestBuy.com/business), Best Buy Education, or a sales individual from our Business Division. To the extent that the provisions of any additional terms conflict with these Terms, the provisions of these Terms will govern. References to "Best Buy For Business," "Best Buy," "Geek Squad," "our," "we," or "us" refer to Best Buy Stores, L.P., or its parent, affiliates, subsidiaries, and designees. We may make changes to these terms or to the Best Buy For Business website at any time. It is your responsibility to review the Terms for updates or changes. If you do not agree with the Terms, you should not place an order with Best Buy or use the Site. The Terms posted on the Best Buy For Business website at the time you place an order will govern the order in question, unless otherwise mutually agreed to in writing by Best Buy and Client. Client may not use the Site if you are under the age of 13. If you are between the ages of 13 and 18, you may use the Site only with involvement of a parent or guardian.

### **Additional Policies**

The following policies also govern your purchase of Products from Best Buy hereunder and your use of the Site and are incorporated by reference into these Terms:

- [Returns & Exchanges](#)
- [Shipping & Delivery](#)
- [Privacy](#)

### **Validating Your Order**

After you place an order, we will check the information you give us for validity by verifying your method of payment or shipping address. We reserve the right to reject any order you place with us, and/or to limit quantities on any order. If we reject your order, we will attempt to notify you using the e-mail address you have given us with the order and process a refund if a charge has been made.

### **Unauthorized Resellers**

To protect our brand reputation, our clients' best interest, our vendor relationships and our commitments to the Best Buy enterprise, Best Buy will not sell products to unauthorized resellers for the

sole purpose of reselling at any time. Client warrants that it will not market, resell or use Products other than as expressly permitted under these Terms.

#### **Order Limitation/Limited Quantities**

Our order confirmation to you does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. At any time after receipt of your order, we may accept, decline, or place quantity or other limits on your order for any reason. We may impose these limits on a per-person, per-order, or any other basis. If we reject, limit, or otherwise modify your order, we will attempt to notify you using the e-mail address you provide to us. If we cancel an order or part of an order that we've already charged you for, we'll refund you the full amount of the canceled portion of the order. All orders are subject to Product availability.

#### **Pricing Information**

Best Buy reserves the right to make adjustments to pricing and offers on Products and Services for reasons including, but not limited to, product discontinuation or unavailability and manufacturer price changes.

#### **Paying for Your Order**

You may pay for your orders with the following major credit cards issued in the United States or, if approved, through a Net 30 terms account. Currently, we accept Visa®, MasterCard®, American Express®, and Discover® Card. Net 30 terms may be available to Client through Best Buy's third-party financing company ("Financing Company") subject to Financing Company's approval and contractual terms established directly between Client and Financing Company. You will be responsible for applicable sales, use and property taxes on Products and Services.

Credit cards are not charged until we either ship the item(s) to you or confirm store availability (at which time you will be charged only for the goods we have actually shipped along with any appropriate taxes or shipping charges). However, we may pre-authorize your order amount with your credit card at the time you place the order which may have an effect on your available credit line. Please contact your credit card issuer for more information.

#### **Sales Tax Policy**

Because Best Buy does business throughout the United States and collects and remits sales tax as required by law, Best Buy also collects and remits sales tax as appropriate. If you have tax-exempt status, please send your state tax-exempt certification to [bbfbtaxexempt@bestbuy.com](mailto:bbfbtaxexempt@bestbuy.com).

#### **Risk of Loss**

Best Buy will be responsible for Product shipments until time of delivery to Client. Client assumes all risk of loss of Product upon Best Buy's delivery of Product to Client's designated address. Notwithstanding this allocation of risk of loss, the Product remains subject to Best Buy's right to reclaim and stop the Product in transit.

#### **Services/Limitation to Services**

Clients may schedule and order Services from Best Buy. Certain Services may be provided by third-party service providers. Best Buy and/or its third-party service providers reserve the right to refrain from providing the Services ordered and instead refund Client's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or industry regulations and laws or other requirements of the Client are unusual or extensive and beyond the scope of these Terms, as determined by Best Buy.

**Access**

Best Buy may perform the Services at Client's place of business or such other locations as Best Buy and Client mutually agree upon ("Location"). A Best Buy representative must receive full access to the Product(s) and/or peripheral(s) to be serviced, access to the Location, Client's consent and cooperation to enter Client's premises, and a safe working environment, working space and electrical power. If a Best Buy representative arrives at the Location at the scheduled service time and determines that he/she does not reasonably have the access, cooperation, or safe working area described in the previous sentence, the Best Buy representative will use his or her own discretion to resolve the situation while on-site. In the event a satisfactory resolution cannot be achieved, Services will be stopped and the time spent travelling to the Location will be charged to the Client. By acknowledging and agreeing to these Terms, Client hereby permits Best Buy (through its employees, affiliates or agents) to enter the Location at a time and in the manner mutually agreed upon by the parties for the purpose of performing the Services.

**Warranties**

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

Best Buy warrants its labor for thirty (30) days following completion of the Services.

**Disclaimers and Limitations of Liability**

ANY WARRANTY ON ANY PRODUCT SOLD BY BEST BUY HEREUNDER IS PROVIDED BY THE MANUFACTURER OF THAT PRODUCT. EXCEPT AS EXPRESSLY STATED HEREIN BEST BUY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE PRODUCTS AND SERVICES WHICH ARE THE SUBJECT OF THESE TERMS, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CLIENT EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CLIENT'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BEST BUY MAKES NO WARRANTY THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES BEST BUY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. CLIENT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM BEST BUY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BEST BUY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO CLIENT'S USE OF THE BEST BUY FOR BUSINESS WEBSITE OR ANY PRODUCT OR SERVICE PURCHASED HEREUNDER. BEST BUY PROVIDES THE BEST BUY FOR BUSINESS WEBSITE AND ALL INFORMATION, CONTENT, AND OTHER MATERIAL MADE AVAILABLE THROUGH THE BEST BUY FOR BUSINESS WEBSITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE BEST BUY FOR BUSINESS WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE.

It is Client's responsibility to back up the software and data that is stored on Client's computers hard disk drive(s) and/or on any other storage devices Client may have and Best Buy shall not be responsible at any time for any loss, alteration or corruption of any software, data or files. Best Buy shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to Client by Best Buy.

Best Buy's maximum liability to Client arising from or related to the Products and/or Services shall be limited to the sums paid by Client to Best Buy for such Products and/or Services. No suit or action shall be brought against Best Buy more than one (1) year after the accrual of such cause of action.

Best Buy will not be responsible for delays in delivery of Product or delay or failure to perform Services due to circumstances beyond its reasonable control including, but not limited to, acts of God, military operation, catastrophic events directly related to terrorist activity, national emergency, fire, flood, Product unavailability, carrier delays, labor disruptions, or acts or laws of any government or agency. Any shipping dates or completion dates provided by Best Buy are estimates only.

Best Buy will not be responsible for delays in delivery of Product or delay or failure to perform Services due to circumstances beyond its reasonable control including, but not limited to, acts of God, military operation, catastrophic events directly related to terrorist activity, national emergency, fire, flood, Product unavailability, carrier delays, labor disruptions, or acts or laws of any government or agency. Any shipping dates or completion dates provided by Best Buy are estimates only.

### **Release of Liability**

Except for damages related to personal injury or bodily harm resulting from Best Buy's performance or non-performance of services, CLIENT AFFIRMATIVELY RELEASES AND HOLDS BEST BUY HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, OR DAMAGE THAT CLIENT MAY SUFFER, INCLUDING BUT NOT LIMITED TO, THE NON-FUNCTIONING OF ANY COMPONENT OR ELEMENT OF ITS EQUIPMENT OR PERIPHERALS RESULTING FROM BEST BUY'S PERFORMANCE OR NON-PERFORMANCE OF SERVICES. IF A COURT OF COMPETENT JURISDICTION FINDS THAT BEST BUY IS LIABLE FOR DAMAGES, REGARDLESS OF THE DISCLAIMERS AND WAIVERS DESCRIBED HEREIN, SUCH DAMAGES SHALL BE LIMITED TO NO MORE THAN THE TOTAL BEST BUY CHARGED CLIENT FOR ANY PARTICULAR SERVICE AND SHALL CONSTITUTE LIQUIDATED DAMAGES AND ARE A REASONABLE ESTIMATE OF DAMAGES TO CLIENT.

### **Indemnification**

To the extent permitted by the laws and the constitution of the Client's jurisdiction and locality, Client agrees to indemnify, defend and hold harmless Best Buy (and its affiliates and their respective officers, directors, employees and agents) (collectively, the "Indemnified Party") from and against any and all third party losses, costs, obligations, liabilities, damages, actions, suits, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses (including, but not limited to, cost of defense, settlement, and reasonable attorneys' fees) arising from Client's: (i) breach of these Terms; (ii) failure to comply with applicable laws, regulations or ordinances; or (iii) gross negligence or willful misconduct in connection with its performance under these Terms.

**Confidential Information**

"Confidential Information" includes, but is not limited to, (i) the following information about any client: name; address; phone number; email address; credit card number; driver's license number; social security number; birth date; demographics; transactional activity; digital content; website activity; store activity (collectively "client information"); (ii) any information provided hereunder related to Best Buy trademarks, links and related promotions; (iii) business plans, processes and data; (iv) planned and future products and promotions; and (v) and any information designated as confidential. Client agrees that it shall not disclose Best Buy's Confidential Information to any third party, either directly or indirectly, without the express written consent of Best Buy, provided that Client may disclose to its employees and agents as may be necessary to perform its obligations hereunder. Client shall protect the Confidential Information of Best Buy with a level of care equal to that used to protect its own Confidential Information, but in no event less than reasonable care. Confidential Information shall not include information that: (i) Client can establish was known by it; (ii) was lawfully obtained from a third party, free of any obligation of confidence; (iii) was independently developed by Client without any reliance on the Confidential Information of Best Buy; (iv) is or becomes publicly known through no wrongful act of Client; or (v) is required to be disclosed pursuant to applicable legal and/or regulatory requirements. Client agrees to hold Best Buy's Confidential Information confidential for a period of two years following the date of disclosure.

**Governing Law; Disputes**

As between Best Buy and Client's member customer, these Terms will be governed by and interpreted under the laws of and jurisdiction of the state where the Client's member customer is located and venue shall be proper only in a court of competent jurisdiction in the county and state in which such member customer is located.

**Proprietary Rights**

All content included on or comprising the Site, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively "Content") is protected by copyright, trademark, patent or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is protected as a collective work under U.S. and international copyright laws, and Best Buy owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all Content. You may not remove or modify any copyright, trademark or other proprietary notice contained in any Content you use, and you may not modify or alter the Content, copy or post the Content on any network computer, or broadcast the Content in any media. You may not copy, scrape, frame, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the Content, in whole or in part. The Best Buy and Geek Squad logos and other trademarks on the Site are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by Best Buy and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

**User Generated Content: Reviews, Comments, Communications, and Other Content**

You may interact with the Site in numerous ways, including Reviews and Ratings, videos, Questions and Answers, Community Forums, testimonials, and e-mail communication. You hereby grant Best Buy a perpetual, irrevocable, royalty-free, transferable right and license to use, modify, reproduce, transmit, publish, display, delete, and distribute any information (except order information sent via e-mail or phone) or materials you share with us throughout the world in any media, including, when you allow

Best Buy to feature, text and images shared through social media (e.g. Facebook™, Twitter™, Instagram™, Pinterest™). You also grant us the right to use the name and social media handle that you use when you share content with us in connection with that content. When you share content to us, you will disclose any affiliation you have and you will not share anything that contains harmful computer code, references other websites, or is false, misleading, illegal, defamatory, libelous, hateful, racist, biased, threatening, or harassing.

#### **Notification of Copyright Infringement Under the Digital Millennium Copyright Act (DMCA)**

If you believe that your copyrighted material may have been infringed, please provide the Best Buy Copyright Agent with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, your e-mail address
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

The Best Buy designated agent to receive notifications of claimed infringement can be reached by:

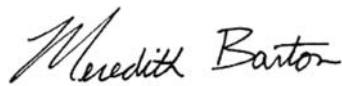
- **Mail:** DMCA Agent Best Buy Solutions, Inc. B6-Legal Dept; 7601 Penn Ave. S Richfield, MN 55423
- **E-mail:** [dmca.agent@bestbuy.com](mailto:dmca.agent@bestbuy.com)
- **Phone:** 612-291-1000
- **Fax:** 612-292-2323
- For additional information regarding this procedure, please reference 17 USC 512.

#### **Links to Third-Party Websites**

The Site contains links to other sites operated by third parties ("Third-Party Site(s)"). These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose. Best Buy does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third-Party Site or its content, products, or services. A link to a Third-Party Site on the Site does not constitute sponsorship, endorsement, approval or responsibility for any Third-Party Site. The conditions of use and privacy policy of any Third-Party Site may differ substantially from these Terms. Please review the conditions of use for all Third-Party Sites for more information about the terms and conditions that apply to your use of Third-Party Sites.

#### **Export**

Certain software or other materials ("Software") sold by Best Buy hereunder may be further subject to export controls. You will comply with all applicable export and re-export restrictions, laws, and



regulations, and you will not transfer, or encourage, assist, or authorize the transfer of any Software to a prohibited country or otherwise in violation of any restriction, law, or regulation.

### **Security**

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device. You agree to not share your account credentials with others. You may use the Site only for lawful purposes. Activities including, but not limited to, tampering with the Site, misrepresenting the identity of a user, and using buying agents or conducting fraudulent activities, on the Site are prohibited.

You may not violate or attempt to violate the security of the Site, including by, without limitation, (i) accessing data not intended for you or logging on to a server or an account which you are not authorized to access; (ii) using the Site for unintended purposes or trying to change the behavior of the Site; (iii) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (iv) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or (vi) forging communications on behalf of Best Buy (impersonating Best Buy) or to the Site (impersonating as a legitimate user). You may not send unsolicited or unauthorized e-mail on behalf of Best Buy, including promotions and/or advertising of products or services. We may prosecute you to the full extent of the law for any violation of these Terms. You may not use any device, software or routine or data to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents we provide and generally publicly available browsers.

### **Termination of Use**

We may, in our sole discretion, terminate your account or your use of the Site at any time. You are personally liable for any orders that you place or charges that you incur prior to termination. We may change, suspend or discontinue all or any aspects of the Site at any time without prior notice.

### **Privacy**

Your use of the Site is subject to our [Privacy Policy](#). Please review the policy for more on how we collect and use information.

### **Information on Our Site**

We try to be as accurate as possible with the information we present on the Site. We will make reasonable efforts to accurately display the attributes of the products we sell. We do not warrant that product descriptions or other content is accurate, complete, or error free. Prices and promotions are subject to change, and may vary from those offered in our stores. We cannot confirm the availability or price of an item until you place your order. Despite our best efforts, sometimes an item in our catalog may not be available, the offer may have been misstated, or an item may be mispriced. For any of these reasons, we may cancel your order or we may contact you for instructions on the order.



## Best Buy Privacy Hub

# A privacy resource for our customers.

Below, you can view our Privacy Policy, read about our privacy practices and learn how you can control and protect your personal information online.

### Protecting privacy on your devices.

Customer privacy is a major priority at Best Buy, and we take great care to protect your information. The Best Buy Privacy Policy lays out the ways in which we gather and protect information, and how you can control your personal information. Read [HOW Best Buy Interacts with Your Devices](#) to learn more about our commitment to protecting your data and your privacy.

### Learn how to protect your privacy.

Best Buy cares about your privacy and we want to ensure you have the information you need to protect your personal information. Read about how to spot and avoid online scams and access links for additional fraud-prevention resources.

[Learn how to protect online accounts.](#)  
[Learn about phishing.](#)

### Privacy Policy highlights.

We take your privacy seriously, and we want you to know how we collect, use, share, and protect your information. "Best Buy" means any entity that carries the Best Buy brand, and any of our subsidiaries or divisions.

We want you to read the whole policy. This highlights section provides a summary of Best Buy privacy practices, and is not the whole policy. The highlights and full privacy policy apply to Best Buy retail stores, our website at [www.BestBuy.com](http://www.BestBuy.com), our mobile app, and other locations where we may collect personal information.

#### What we collect:

- We may collect personal information such as your contact, billing, and shipping information. We may also collect demographic information, such as your birthday.
- We collect information regarding your interactions with our websites and mobile apps.
- We may obtain additional personal and non-personal information from third-party providers.

[Read more about the information we collect.](#)

#### Uses of information:

- Best Buy does not sell or rent your personal information to third parties.
- We use information about you to fulfill your requests, administer various programs, provide services, and for other business purposes.
- Your personal information may be shared with current or future Best Buy entities or subsidiaries.
- We may also use the information you provide to send you marketing communications.
- In some circumstances, Best Buy may share your information with certain third parties to perform services on our behalf.

[Read more about how we use the information we collect.](#)

[Read more about how we share your information.](#)

#### You may choose to:

- Stop receiving e-mail, email, direct mail and telephone marketing communications
- Update and correct your personal information.

[Read more about your privacy choices.](#)

#### Important information:

- Best Buy does not knowingly collect information online from children under 13.
- The Best Buy Companies value our relationship with our customers and we are committed to responsible information-handling practices. Please read our entire Privacy Policy.

Help



### FTC identity theft.

This website is a one-stop national resource to understand how to avoid Identity theft - and learn what to do if your identity is stolen.

**Learn more about FTC Identity theft,**

Read **MORE** about **protecting Y..I.**

#### How to contact us:

##### Phone

1-888-SEST BUY (1-888-237-8289)

##### Email

.Mruis9fil:@ Y..Q..Q!.ll

##### Address

Best Buy Corporate Campus

Attn, Customer Care/Privacy

7601 Penn Avenue South

Richfield, MN 55423-3645

## Best Buy Privacy Policy.

Your use of any of our sites is subject to the Conditions of Use for that site.

This policy applies to:

- The websites owned or operated by Best Buy Co, Inc. and any of our subsidiaries or related companies. unless that site has its own privacy policy; if it does, that policy applies
- The Best Buy mobile apps
- Information we collect in Best Buy stores and at other locations and events under the Best Buy name
- Additional products and services that Best Buy offers; supplemental details about information collection, use, and sharing relating to those products and services can b\$qlp found In our:
  - [Auto Privacy fQ.krY.](#)
  - [v.J.ofilqnia Connect Privacy...fQUQY, fillP-P.lement](#)
  - Y. [Internet Powered by .filflr.v v..l:QliQy...fill!:J.P-lfilrum1](#)

For simplicity, we will call the Best Buy websites and mobile apps "digital properties" throughout this policy.

#### What we collect: Information you give us.

We collect and store Information you provide through our digital properties and in our stores.

The information we collect from you includes things like:

- Name
- Mailing address
- Email address
- Phone number
- Credit card number and other payment information
- Your My Best Buy® ID if you have one

In certain situations, we may also collect things like:

- Driver's license number (for example, if you return a product or apply for credit)
- Part of your Social Security Number (if you use our renewal notifications services)
- Your whole Social Security Number (if you apply for credit)
- Location information (such as when you ask us to tell you about nearby stores)
- Demographic and lifestyle information (if you sign up for a registry or birthday list)

- IMEI/UDID (a numeric identifier for your mobile device)
- MAC address (another kind of numeric identifier for your mobile device)
- IDFA (Apple's 1D for Advertising, a randomly generated number, which can be cleared like cookies)
- Your responses to surveys

**Information you give us about others.**

You may give us Information about other people, such as the name and address of a gift recipient, or the name and contact Information of someone who will pick up Items for you at a store. We will only use this information for the specific reason you provide it.

**Information from other sources.**

We may receive information about you from other sources, including third parties that help us update, expand, and analyze our records and identify new customers. and provide products and services that may be of interest to you.

**Information collected automatically online.**

We collect information about your interactions with us, including the type of device or browser you're using, your IP address, your browsing behavior while on our website, and the URLs of the websites you were at before you visited our site (these are called "referring URLs").

Best Buy and our partners use technologies such as cookies *OR* similar technologies to analyze trends, administer the website, track users' movements around the website, and to gather demographic information about our user base as a whole. Users can control the use of cookies at the Individual browser level.

[Manage flash cookies](#)

[Learn more about managing Flash cookies and more](#)

We may permit third-party service providers to collect and process some information from our digital properties. We may share personal information with those providers and may have similar arrangements with interest-based advertisers. We provide more information about interest-based ads below. Our digital properties are not designed to respond to "do not track" requests from browsers.

**Location information.**

Some of our digital properties may collect your location to help you search for one of our stores or to use special mobile features within some of our stores. For example, Best Buy works with third parties to provide you helpful messaging in your mobile app when you come to our stores. We also may use this information to determine whether to provide you with content, information, and notices that may be required by law based on your location.

For any mobile application to identify your location, you must enable location services through your mobile device's settings. If you do not want Best Buy to collect this information or to enable these features, you can turn off location services on your mobile device. Best Buy has no control over your device's settings.

**Store cameras.**

Our stores may use cameras for asset protection and other operational purposes, such as measuring traffic patterns and protecting and improving our business.

**Reviews and other content you provide.**

Our websites offer publicly accessible blogs or community forums. Be aware that anyone who accesses these areas may read, collect, and use the information you provide.

**How we use the information we collect:**

- Identifying you on our websites and our mobile app in order to customize your experience (for example, based on your purchase history or your location)
- Fulfilling orders and requests for products, services, or information
- Processing refunds, returns, and exchanges
- Tracking and confirming online orders

- Delivering and Installing products
- Managing our My Best Buy program
- Marketing and advertising products and services
- Conducting research and analysis
- Processing Best Buy Credit Card applications

#### **Interest-based advertising.**

You can opt out of interest-based advertising from third-party providers who follow the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising at [www.aboutads.info/choices](http://www.aboutads.info/choices).

[Learn more about interest-based advertising2.](#)

#### **Information retention.**

We may retain your information for as long as your account is active or as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

#### **How we share your information.**

Best Buy does not sell, rent, or trade your personal information to third parties. We share your information only in the ways we describe below. We may combine or share information among current or future Best Buy companies, including affiliates and subsidiaries.

We may share your information with third parties to perform services on our behalf such as:

- Fulfilling orders and delivering packages Help
- Scheduling and performing installations
- Servicing products
- Maintaining our My Best Buy program
- Sending Best Buy marketing communications
- Fulfilling subscription services
- Conducting research and analysis
- Applying for credit cards and processing credit card payments

We may share personal information in connection with co-branded product or service offerings (including sharing personal information with third parties to validate offers). Additionally, we may share personal information in connection with financial products or services related to our business, such as private label credit cards. For example, when you apply for a Best Buy Credit Card, and while you have a Best Buy Credit Card, we share your personal information with our banking partners that issue the card.

Sometimes we may be required to share personal information for legal reasons, for example, if we are required to do so by a regulation, court order, subpoena or other legal process. We may also share information when we believe it's necessary to comply with the law or to respond to a government request, or when we believe disclosure is necessary or appropriate to protect Best Buy, our customers, or others.

We may share personal information in the event of a corporate sale, merger, acquisition, dissolution, or similar event. If such an event takes place, we'll notify you through email (if we have your email address) and/or a prominent notice on our applicable website(s) of any change in ownership, as well as any choices you may have regarding your personal information.

#### **How we protect your information.**

We use a variety of information-security measures to protect your online transactions with us.

- We use reasonable security measures to protect the confidentiality of personal information under our control and appropriately limit access to it.

- Our digital properties use encryption technology to protect your personal information.

We are committed to protecting your information, but you can do your part. You should create a strong password and protect against unauthorized access to your password and your computer. Be sure to sign off when finished using a shared computer and do not share your password with anyone. We cannot guarantee the security of any information you transmit to us, and by using our digital properties you acknowledge that you do so at your own risk.

#### **Your choices.**

You may at any time:

- Stop receiving marketing or promotional emails, direct mail, phone, and mobile marketing communications
- Update and correct your personal information
- Deactivate your account
- Request removal of Information you post on our digital properties: in some cases, we may not be able to remove your content or personal information, in which case we will let you know if we are unable to do so and why

To do any of these, let us know by one of these methods:

- Follow the directions in a marketing email, direct mail, or mobile communication that you receive from us
- Provide your request and current contact Information through one of the contact methods listed under "Contact Us" below

Please note: Even if we are able to anonymize or make your content or information no longer visible, this does not ensure complete or comprehensive removal of your content from personal information from the internet.

#### **Protecting children's privacy.**

We are committed to protecting children's privacy on the Internet and we do not knowingly collect personal information from children under the age of 13.

#### **Links to other websites.**

Our websites link to other websites, many of which have their own privacy policies. Be sure to review the privacy policy on the website you're visiting.

#### **Social media features.**

Our website includes ways to interact and share using social media, through features such as the Facebook "Like" button, the "Share This" button, or Interactive mini-programs that run on our website ("widgets"). These features may collect information such as your IP address or the page you are visiting on our website, and may set cookies to enable the feature to function properly. Social media features can be hosted by a third party or hosted directly on our website. Your interactions with these features are governed by the privacy policy of the social media company providing the feature. If you have questions or concerns regarding our privacy policy or practices, please contact us at [PrivacyManager@BestBuy.com](mailto:PrivacyManager@BestBuy.com).

#### **Privacy Policy updates.**

We may need to update our Privacy Policy as we and our customers grow and evolve. If we make material changes, we will notify you by email (sent to the email address specified in your account) or by means of posting a notice on this website prior to the change becoming effective, as well as inform you of any choices you may have with respect to these changes.

#### **How to contact us:**

If you have any questions about our Privacy Policy or practices, please contact us.

#### **Phone**

1-888-BEST BUY (1-888-237-8289)

**Email**

[Privacy.Manager@y.com](mailto:Privacy.Manager@y.com)

**Address**

Best Buy Corporate Campus

Attn: Customer Care/Privacy

7601 Penn Avenue South

Richfield, MN 55423-3645

Last Updated: March 3, 2019

[Help](#)

# TIPS Vendor Agreement Signature Form

RFP 200105 Technology Solutions, Products and Services

Company Name Best Buy Stores, L.P.

Address 7601 Penn Avenue South

City Richfield State MN Zip 55423

Phone 1-800-373-3050 Fax \_\_\_\_\_

Email of Authorized Representative david.nygaard@bestbuy.com

Name of Authorized Representative David Nygaard

Title Senior Vice President- Home & Services Operations


Signature of Authorized Representative 

Date March 18, 2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/6/2020

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.





## 200105 Addendum 2 Best Buy For Business Supplier Response

### Event Information

Number: 200105 Addendum 2  
Title: Technology Solutions, Products and Services  
Type: Request for Proposal  
Issue Date: 1/9/2020  
Deadline: 2/21/2020 03:00 PM (CT)

### Contact Information

Contact: Kristie Collins  
Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Fax: +1 (866) 839-8472  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Best Buy For Business Information

Contact: Jason Nelson  
Address: 7601 Penn Avenue South  
Richfield, MN 55423  
Phone: (800) 373-3050  
Fax: (952) 430-3673  
Toll Free: (800) 373-3050  
Email: BBFBContracts@bestbuy.com

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

Steven Bell

*Signature*

*Submitted at 2/20/2020 3:00:15 PM*

Steven.Bell@bestbuy.com

*Email*

## Requested Attachments

### Vendor Agreement

TIPS VENDOR AGREEMENT.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

TIPS Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet #1

TIPS PRICING #1 Goods Final.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### Pricing Spreadsheet #2

Services\_Pricing\_TIPS FINAL.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### References

TIPS References.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Proposed Goods and Services

TIPS Response -200105 (Technology Solutions, Products and Services).pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

**Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED** *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

**HUB Subcontracting Plan Form OPTIONAL** *No response*

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

**D/M/WBE Certification OPTIONAL** *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**HUB Certification OPTIONAL** *No response*

HUB Certification documentation may be scanned and uploaded if you desire to document you status as a HUB company. (Historically Underutilized Business) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**Warranty** BBFB\_TERMS\_AND\_CONDITIONS\_-\_Last\_Updated\_January\_2018\_(Letterhead)-Response.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**Supplementary** *No response*

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**All Other Certificates** *No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**Logo and Other Company Marks** BBFB logo.gif

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 25 px - .png, .eps, .jpeg preferred

**Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS** *No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

**Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION** *No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

**Disclosure of Lobbying Activities Standard Form LLL** *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Bid Attributes

### 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.

### 2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

### 3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

### 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.)

### 6 Primary Contact Name

Primary Contact Name

### 7 Primary Contact Title

Primary Contact Title

<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="Steven.Bell@bestbuy.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6122920422"/>
<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9524305496"/>
<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6123865717"/>
<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="MacKenzie Brandt"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Education Vertical Coordinator"/>
<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="MacKenzie.Brandt@bestbuy.com"/>
<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6122920309"/>
<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

1 8	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input data-bbox="97 149 1560 195" type="text" value="Joette Poehler"/>
1 9	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input data-bbox="97 312 1560 359" type="text" value="joette.poehler@bestbuy.com"/>
2 0	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input data-bbox="97 508 1560 554" type="text" value="6122918039"/>
2 1	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input data-bbox="97 672 1560 718" type="text" value="Steven Bell"/>
2 2	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input data-bbox="97 835 1560 882" type="text" value="Steven.Bell@bestbuy.com"/>
2 3	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input data-bbox="97 1031 1560 1077" type="text" value="6122920422"/>
2 4	<b>Company Website</b> Company Website (Format - www.company.com) <input data-bbox="97 1194 305 1241" type="text" value="bestbuy.com"/>
2 5	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input data-bbox="97 1358 1560 1404" type="text" value="41-1822872"/>
2 6	<b>Primary Address</b> Primary Address <input data-bbox="97 1522 1560 1568" type="text" value="7601 Penn Avenue South"/>
2 7	<b>Primary Address City</b> Primary Address City <input data-bbox="97 1665 1560 1732" type="text" value="Richfield"/>
2 8	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input data-bbox="97 1829 1560 1896" type="text" value="MN"/>

29	<b>Primary Address Zip</b>
	Primary Address Zip <input type="text" value="55423"/>

30	<b>Search Words:</b>
	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.) <input type="text" value="Appliances, AR, Audio, Augmented Reality AV, Cables, Charging Cart, Components, Computers, Displays, Devices, Drones, Esports, Google Expedition Kits, Health, Imaging, Install, IT, Mobile, Music, Networking, Office, Power Racks, Printers, Projector, Protection, Security, Software, Storage, TV, Video, Video Gaming, VR, Virtual Reality, Warranty"/>

31	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b>
	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.  Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? <input type="text" value="No"/>

32	<b>Yes - No</b>
	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner :  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas? <input type="text" value="Yes"/>

33	<b>Company Residence (City)</b>
	Vendor's principal place of business is in the city of? <input type="text" value="Richfield"/>

34	<b>Company Residence (State)</b>
	Vendor's principal place of business is in the state of? <input type="text" value="Minnesota"/>

**35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.

**36 TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**37 Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

**38 Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

**39 Years Experience**

Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

**40 Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(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.



<b>4</b> <b>1</b>	<b>Pricing discount percentage are guaranteed for?</b> Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? <input type="text" value="YES"/>
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<b>4</b> <b>2</b>	<b>Right of Refusal</b> Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? <input type="text" value="Yes"/>
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<b>4</b> <b>3</b>	<b>NON-COLLUSIVE BIDDING CERTIFICATE</b> 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.
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<b>4</b> <b>4</b>	<b>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?</b> Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO  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.  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>  There is an optional upload for this form provided if you have a conflict and must file the form. <input type="text" value="No"/>
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<b>4</b> <b>5</b>	<b>Filing of Form CIQ</b> If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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**4  
6** **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

**4  
7** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

**4  
8** **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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.

## Suspension or Debarment Instructions

### Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein 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.
9. 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.

**50 Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 government-wide 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

**51 Non-Discrimination Statement and Certification**

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, 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.

(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)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES 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 and all other applicable laws and regulations.

**5 2 2 CFR PART 200 Contract Provisions Explanation**

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 are the subgrantee or Subrecipient by definition. Most of the provisions 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. Others are included within 2 CFR part 200 et al.

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.

**5 3 2 CFR PART 200 Contracts**

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 the 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?

**5 4 2 CFR PART 200 Termination**

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 the 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?

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**2 CFR PART 200 Clean Air Act**

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).

Pursuant to the Clean Air Act, et al 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 comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

Pursuant to the 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 during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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**2 CFR PART 200 Federal Rule**

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

Pursuant to the 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).

Does vendor certify that it is in compliance with the Clean Air Act?

**58 2 CFR PART 200 Procurement of Recovered Materials**

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 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

**59 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.

**60 If you answered "I HAVE lobbied per above to the previous question.**

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6  
1 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6  
2 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.



**6** **Indemnification**

**3**

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?

**6** **Remedies**

**4**

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 MAY 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?

**6** **Remedies Explanation of No Answer**

**5**

**66 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.  
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside 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?

**67 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?

**68 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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

**69 Infringement(s) Explanation of No Answer**

**70 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 Local 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.

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1

## Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) 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?

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2

## 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](mailto: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

**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.

None

**7** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**4** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**7** **Texas Government Code 2270 Verification Form**

**5** Texas Government Code 2270 Verification Form  
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

**7  
6** **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

\* Your Vendor Profile Page of TIPS website

\* Potentially on TIPS website scroll bar for Top Performing Vendors

\* TIPS Quarterly eNewsletter sent to TIPS Members

\* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**7  
7** **Solicitation Deviation/Compliance**

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

**7  
8** **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.

**7  
9** **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

**8  
0** **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.

**8  
1** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

**8  
2** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**8  
3** **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not to increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

**8  
4** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at [rick.powell@tjps-usa.com](mailto:rick.powell@tjps-usa.com)

**85 Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**86 Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**87 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**88 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**89 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**90 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.





**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), you **must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Best Buy Stores, L.P.

Name of company

Steven Bell, Senior Contracts Specialist

Printed Name and Title of authorized company officer declaring below the confidential status of material

7601 Penn Avenue South Richfield MN 55423 6122920422

Address City State ZIP Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

**I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. 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.

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

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

**OR** -----

**I DO NOT CLAIM any of my proposal to be confidential, complete the section below.**

**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.

Signature **Steven Bell**

Digitally signed by Steven Bell  
Date: 2020.02.17 11:28:01 -06'00' Date \_\_\_\_\_