

**Region 4 Education Service Center (ESC)**

**Contract # R201203**

*for*

Audio Visual Equipment, Accessories and Services

*with*

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

Effective: April 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and Best Buy Stores, L.P., effective April 1, 2021:

- I. Executed Purchasing Agreement
- II. Supplier's Response to the RFP, incorporated by reference.

**APPENDIX A**

**CONTRACT**

*This Contract ("Contract") is made as of February 23, 2021 by and between Best Buy Stores, L.P. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Audio Visual Equipment, Accessories & Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 20-14, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
    - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. ~~If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.~~ **Refer to Appendix B**
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal. **Refer to Appendix B**

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ **Refer to Appendix B**
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) Registered Sex Offender Restrictions. ~~For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.~~ **Refer to Appendix B**
- 26) Safety measures. Contractor 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. Contractor shall post warning signs against all hazards created by its 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.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. ~~Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.~~ **Refer to Appendix B**
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. ~~The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.~~ **Refer to Appendix B**
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Best Buy Stores, L.P.

Address 7601 Penn Avenue South

City/State/Zip Richfield, MN 55423-3645

Telephone No. 612-292-0422

Email Address Steven.Bell@bestbuy.com

Printed Name Steven Bell

Title Senior Contracts Specialist

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R201203

Initial Contract Term April 1, 2021 to March 31, 2024

  
Region 4 ESC Authorized Board Member

2/23/2021  
Date

Margaret S. Bass

Print Name \_\_\_\_\_



Region 4 ESC Authorized Board Member

2/23/2021  
Date

Linda Tinnerman

Print Name \_\_\_\_\_

**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror’s proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
11c	Open Market Purchases	11c-Delete last sentence	Accepted
18	Audit Rights	Delete. BB will not agree to audit rights unless the audit rights are provided for under state statute Section 20.	Accepted
22	Warranty	Delete. Best Buy will agree to its standard warranty language, a copy of which can be provided upon request	Accepted
25	Sex offenders	Delete- Best Buy performs background checks at time of hire	Accepted
28	Stored Materials	Delete as not applicable	Accepted
31	Logo	Delete and insert the following: This agreement does not grant either party any right to use or display the other party's name, logo or other trade names or trademarks without the prior written consent of the other party.	Accepted
32	Insurance	Delete sentences two and three.	Accepted
Exceptions to Omnia Exhibit B, Para 7, Best Buy needs further review of these data regulations before accepting. Para 8 Disclaimers/limitations of liability need to be mutual (This applies to paragraph 10 of Omnia Exhibit C as well). Para 11- Best Buy does not presently intend to supply any images beyond its logo and as such deems any copyright and/or other indemnification obligation here not applicable and won't agree to it. Para 18- Best Buy wants prior notice if contract is to be assigned.			Negotiated directly with OMNIA Partners



## **Tab 2 – Products/Pricing and Market Basket (Appendix E)**



**PRICING:** Best Buy is pleased to offer the attached price list of products for your consideration. We offer a large assortment of products from many manufacturers from which Region 4 members can choose. Our relationship with our Vendors allows Best Buy for Business to bring a large assortment of products to you along with a vast array of accessories.

Not included in the price file are Apple products. Best Buy For Business may be able to offer Apple products to State and Local government agencies and to non-profit organizations on a case-by-case basis, but we cannot offer these products within the Education vertical. For this reason, we have not included these products in our electronic file. If awarded a contract for products by Region 4 we will be happy to add Apple products into our offering with the understanding these items may not be sold to schools or other government agencies without approval from Apple.

We are also offering Geek Squad® Agent Onsite at a reduced price of \$99.00/Hour. We have a complete line of Geek Squad® Protection Plans (GSP) and Geek Squad® Office Support to complement our devices. These services include plans covering accidental damage which most schools find a must for products being used by students. We are unable to offer a discount on these plans at this time. Services will be only be offered by calling the 1-800-373-3050 customer service line or a Supplier Sales Representative. NOTE: IT services may not be offered to Participating Members that would require Supplier to enter into a Business Associate Agreement under HIPAA.

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

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

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

Prices contained herein are quoted as not to exceed prices. For many items (especially accessories) we're able to offer lower prices and for larger quantities, our Account Managers may obtain further discounts based on volume. Specific volume discounts are not able to be listed here do to the large assortment of items offered and varying discounts we will offer. The discount is applied to purchases by reducing Supplier's standard gross margin for the Product by the stated discount rate for the Product category and reducing the Product price by the difference. Products sold at zero or negative gross margins (e.g. holiday promotions, constrained inventory) will not be eligible for any additional price reductions.

Shipping charges will be prepaid and added to the invoice. Neither Region 4 Education Service Center nor its members will be eligible for reward points under the MyBBY rewards program for sales made pursuant to this Agreement.

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



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

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

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

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

A handwritten signature in black ink that reads "Jason Nelson". The signature is written in a cursive style with a horizontal line underneath the name.

Jason Nelson  
Sr. Contract Specialist  
Best Buy Business

## Audio Visual Equipment, Accessories & Services

RFP # 20-12

Offeror Company Name :

Item No.	Category	Manufacturer Name	Proposed Discount
	Product Catalog	Numerous Manufacturers. Please see product line catalog.	Range. Minimum discount 0%
	<del>Appliances</del>	<del>Numerous Manufacturers. Please see product line catalog.</del>	<del>0.5 - 2.5%</del> <b>Excluded</b>
	Cables	Numerous Manufacturers. Please see product line catalog.	5 - 15%
	Computing	Numerous Manufacturers. Please see product line catalog.	0.5 - 2%
	Computing Accessories	Numerous Manufacturers. Please see product line catalog.	5 - 10%
	Consumer A/V & Accessories	Numerous Manufacturers. Please see product line catalog.	5- 10%
	Commercial A/V & Accessories (includes live sound)	Numerous Manufacturers. Please see product line catalog.	5 - 10%
	Commercial Panels & Accessories (LFD, Digital Signage. Touch. Hospitality & Healthcare)	Numerous Manufacturers. Please see product line catalog.	0.5 - 3.5%
	Digital Imaging	Numerous Manufacturers. Please see product line catalog.	0.5 - 3.5%
	Health & Fitness	Numerous Manufacturers. Please see product line catalog.	0 - 3.5%
	Home Control and Surveillance	Numerous Manufacturers. Please see product line catalog.	0%
	Interactive Whiteboards	Numerous Manufacturers. Please see product line catalog.	1 - 5%
	Mobile Phones	Numerous Manufacturers. Please see product line catalog.	0%
	Mobile Phone Accessories	Numerous Manufacturers. Please see product line catalog.	0.5 - 10%
	Mounts	Numerous Manufacturers. Please see product line catalog.	0.5 - 10%
	Networking	Numerous Manufacturers. Please see product line catalog.	0.5 - 3.5%
	Portable Audio	Numerous Manufacturers. Please see product line catalog.	0 - 10%
	Printers, 3D Printing & Scanners	Numerous Manufacturers. Please see product line catalog.	1 - 3.5%









## **Tab 3 – Performance Capability**

### **a. OMNIA Partners documents (Appendix D)**



Best Buy is pleased to provide Region 4 with a response and we appreciate the opportunity to submit a proposal to support the scope of their Audio Visual and related category and to help expand their membership list. Thank you for taking the time to review our proposal to support the technology needs of all the members of Region 4. Based on the information contained in your invitation to bid, Best Buy has assembled the attached proposal.

PLEASE NOTE THIS PROPOSAL DOES NOT INCLUDE THE FEMA SPECIAL CONDITIONS OR NEW JERSEY CERTIFICATIONS AS BEST BUY AT THIS TIME DOES NOT ACCEPT FEDERAL FUNDS OR OPERATE OUR BUSINESS TO BUSINESS DIVISION IN THE STATE OF NEW JERSEY.

Best Buy (BBY) has supported more than 4700 schools in a variety of deployments, technology needs, teacher training, leasing options, services and recycling programs in a majority of the States.

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

- Edina Case Study Video: [https://youtu.be/P8VtkADMS\\_s](https://youtu.be/P8VtkADMS_s)
- Best Buy Education Overview Video: <https://youtu.be/-wuEe4z1tbY>
- Best Buy Donation: <https://youtu.be/HcQWBy-hal4>

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

**Sincerely,**

A handwritten signature in black ink, appearing to read "Steven Bell".

**Steven Bell**

Sr. Contract Specialist  
Best Buy for Business Contract Management  
612-292-0422 – Office  
952-430-9937 – Fax

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



## Executive Summary

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

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

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

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

We understand that pricing is a critical component of your decision making process and we have worked hard to provide the most competitive total cost of ownership possible. With that said, we desire to partner with Region 4 to guarantee that we meet or exceed your needs on pricing through the entire lifecycle of the deployment from day one to end of life and recycling of the devices after they have outlived their usefulness.

## Qualifications

Thanks for the opportunity to discuss what Best Buy (BBY) can provide to Region 4. This is a great chance for BBY to show you all of the things our company is capable of in this arena.

First, as part of the decision process, Region 4 should know a little bit about Best Buy For Business (BBFB) is the Commercial division of Best Buy Company (NYSE:BBY). BBY sells to business, education and government customers through our network of dedicated sellers. Best Buy Company Inc. is a Fortune 100 company incorporated in Minnesota. Approximately 120,000 employees apply their talents to help bring the benefits of these brands to life for customers through retail locations, multiple call centers and web sites, Geek Squad® Tech Hubs, in-home solutions, product delivery and in our communities. With operations in the United States, Mexico, and Canada, Best Buy Co., Inc. is a multinational retailer of:

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

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



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

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

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

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

**Additional information about Best Buy:**

Date of Incorporation: 1969

Ownership: Public Company

Corporate Headquarters location:

Best Buy Corporate

7601 Penn Avenue South

Richfield, MN 55423

Bank References:

- U.S. Bank National Association

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

Dun & Bradstreet Number: 023058159

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

Additional Financials:

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

**Project Team Organization:**



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

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

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

#### PRICING:

Best Buy is pleased to offer the attached price list of products for your consideration. We offer a large assortment of products from many manufacturers from which Region 4 members can choose. Our relationship with our Vendors allows Best Buy for Business to bring a large assortment of products to you along with a vast array of accessories.

Not included in the price file are Apple products. Best Buy For Business may be able to offer Apple products to State and Local government agencies and to non-profit organizations on a case-by-case basis, but we cannot offer these products within the Education vertical. For this reason, we have not included these products in our electronic file. If awarded a contract for products by Region 4 we will be happy to add Apple products into our offering with the understanding these items may not be sold to schools or other government agencies without approval from Apple.

We are also offering Geek Squad® Agent Onsite at a reduced price of \$99.00/Hour. We have a complete line of Geek Squad® Protection Plans (GSP) and Geek Squad® Office Support to complement our devices. These services include plans covering accidental damage which most schools find a must for products being used by students. We are unable to offer a discount on these plans at this time. Services will be only be offered by calling the 1-800-373-3050 customer service line or a Supplier Sales Representative. NOTE: IT services may not be offered to Participating Members that would require Supplier to enter into a Business Associate Agreement under HIPAA.

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

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

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

Prices contained herein are quoted as not to exceed prices. For many items (especially accessories) we're able to offer lower prices and for larger quantities, our Account Managers may obtain further discounts based on volume. Specific volume discounts are not able to be listed here do to the large assortment of items offered and varying discounts we will offer. The discount is applied to purchases by reducing Supplier's standard gross margin for the Product by the stated discount rate for the Product category and reducing the Product price by the difference. Products sold at zero or negative gross margins (e.g. holiday promotions, constrained inventory) will not be eligible for any additional price reductions.



Shipping charges will be prepaid and added to the invoice. Neither Region 4 Education Service Center nor its members will be eligible for reward points under the MyBBY rewards program for sales made pursuant to this Agreement.

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

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

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

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

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

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

1. **Warranty Conditions:** Please note that we are offering Commercial Grade and Consumer Grade products. Consumer Grade products may have their manufacturer warranty voided if used in a commercial setting. This could be especially important if the customer orders directly from the website instead of going through an Account Manager. Best Buy reserves the right to sell refurbished items if customer/Region 4/Omnia member requests them.
2. **Davis Bacon Act:** Best Buy is not a Federal Contractor and cannot accept Federal Funds that have Federal Contracting requirements.
3. **Payments:** Unless otherwise provided by applicable law, the Region 4/Omnia participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice. Best Buy reserves the right to cancel any order where credit is refused to the Region 4/Omnia member for any reason.
4. **Pricing:** Best Buy will not provide pricing through a cost plus model. Please read the information contained within this document concerning pricing. Best Buy will provide a best effort in ensuring, but will not guarantee, lowest price available to like cooperative purchasing customers. Best Buy reserves the right to extend lower price points for large or bulk purchases through this and other contract vehicles.

#### **Additional Terms**

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

Explanation of Modification



Best Buy does not accept contracts or purchase orders that would require the Company to comply with certain provisions of the Federal Acquisition Regulation ("FAR") or that would subject Best Buy to any other provision of law that applies to government contractors and subcontractors (e.g., EO 11246). Best Buy is an equal opportunity employer: <http://www.bestbuy-jobs.com/bestbuy/equal-employment-opportunity/>

6. Fingerprint & Background Checks  
Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3<sup>rd</sup> party services, or rejection of PO.
7. Prevailing Wage  
Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3<sup>rd</sup> party services, or rejection of PO.
8. All sales will be subject to Best Buy's Return & Exchange Promise.
9. Best Buy will agree to mutual indemnification: Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party, its officers, employees, agents, representatives, contractors, assignees and designees (the "Indemnified Party") from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the Indemnifying Party or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Region 4 and the vendor.
10. Standard Best Buy Terms and Conditions to apply to all purchases and transactions.
11. ANSWERS TO ADDITIONAL SUPPLIER QUALIFICATION QUESTIONS POSED BY REGION 4 pursuant to solicitation 20-12. **This will serve as our response to Appendix D**
  - A. Brief History and description of supplier: See Above
  - B. Total number and location of salespersons employed by supplier
    - a. Total sales org is 155 sales individuals skilled in small/medium business, enterprise, and vertical spaces. Account managers cover East to West coast of the United States. The remainder of sales individuals are MN based and generalists covering the total US.
  - C. Number and locations of support centers and location of corporate office: Best Buy's headquarters are located at 7601 Penn Avenue South, Richfield MN 55423. The main support for our business to business customers comes from this location.
  - D. Annual Sales for the three previous fiscal years:  
2020 43.6 billion  
2019 42.9 billion  
2018 42.1 billion  
Federal Tax ID no. is 41-1822872
  - E. Describe any green or environmental initiatives or policies: At Best Buy, we aim to positively impact the world, enrich people's lives through technology and contribute to the common good. We demonstrate this through our commitment to communities, people and the environment.  
2030 Goals: Reduce carbon emissions in our operations by 75% (over 2009 baseline); carbon neutral by 2050. Reduce carbon emissions for our customers by 20% (over 2017 baseline); saving \$5 billion in energy costs.
  - F. Describe any diversity program or partners supplier does business with and how Participating Agencies may use diverse partners through the mater agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.



- a. <https://corporate.bestbuy.com/diversity-and-inclusion/>
- G. Indicate if supplier holds any certifications in any classified areas: None, not applicable.
- H. List any relationships with subcontractors or affiliates. Best Buy has a large employed technical workforce and generally does not use subcontractors.
- I. Describe how supplier differentiates itself from its competitors. Best Buy is a Fortune 100 Company with a national footprint. We are the country's leading retail provider of consumer electronics.
- J. Describe any present or past litigation, bankruptcy or reorganization. Please see our SEC 10-K report, legal proceedings section, which can be found on our website, [www.bestbuy.com](http://www.bestbuy.com), under investor relations.
- K. Felony Conviction Notice: Best Buy is a publicly held corporation and this reporting requirement is not applicable.
- L. Describe any debarment or suspension activities taken against supplier. None.
- M. Describe the full line of products and services offered by supplier. See attached price list/catalog description.
- N. Describe how supplier proposes to distribute the products/services nationwide. Best Buy will distribute through its national footprint of retail stores and via the use of common carriers.
- O. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing
  - a. All agencies will receive the agreed upon pricing at a minimum. Our sales individuals will engage to ensure each entity requesting quote or pricing has best pricing in hand, which will be equal or greater percent off what is agreed upon in the contract.
- P. Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user. Common carriers.
- Q. Provide the number, size and location of Supplier's distribution facilities, warehouse and retail network as appropriate. Best Buy has a coast to coast network of fulfillment centers and retail stores, numbering approximately 1,000 in size.
- R. Provide a detailed 90 day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's terms nationwide.
  - a. Add Omnia logo to [bestbuy.com/education](http://bestbuy.com/education) webpage
    - i. Timing: 4 weeks
  - b. Announcement in marketing email to education clients. This would be a banner in an existing Best Buy Education marketing email
    - i. Timing: 8-10 weeks
  - c. Add Omnia logo to Best Buy Education pitch deck
    - i. Timing: 1 week
  - d. Co-branded marketing piece for Omnia to deploy to current customers
    - i. Timing: 4-6 weeks. Timing dependent on Omnia-provided content
  - e. CRM Template
    - i. Timing: 6 weeks
  - f. Omnia created Best Buy Education supplier page
    - i. Timing: Dependent on Omnia timing and content requirements/deliverables. Best Buy Education requires 5 business days to review Omnia created content
  - g. Sales individual training to happen immediately upon award to start pushing to clients upon award.
  - h. Ongoing marketing initiatives and available CRM email templates to be sent to clients on award and process for utilizing Omnia with BBY.
- S. Provide a detailed 90 day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current participating Public Agencies, existing public agencies customers of supplier, as well as to prospective Public





- Agencies nationwide immediately upon award.
- a. See above marketing plan for all NEW and EXISTING customer base.
  - T. Describe how Supplier will transition any existing Public Agency customer accounts to the Master Agreement available nationally through OMNIA partners. Include a list of current cooperative agreements (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
    - a. Buy Board, TIPS, NCPA, TX DIR, Choice Partners
    - b. All clients that participate in the Omnia contract our sales force will actively discuss Omnia as a national agreement to participate in and actively work to move them to Omnia contract purchasing. Our org will leverage the contract to increase and grow sales with existing and new clients, utilizing the Omnia contract as a value add to doing business together. Process for onboarding new client to Omnia contract will be communicated- communication to be built and provided by Omnia for best success.
  - U. Acknowledge Supplier agrees to provide its logo to OMNIA partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. Best Buy hereby acknowledges the logo requests and requirements as stated.
  - V. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA partners. Best Buy intends to be extremely proactive utilizing the Master Agreement in selling goods and services nationwide.
  - W. Confirm Supplier will train its national sales force on the Master Agreement. Best Buy hereby confirms it will train its sales per the RFP's proscribed criteria.
  - X. Contact Info:  
Executive Support, Sales and Marketing, Leah Fuller, Education Vertical Sales Leader, 612-417-9110, [Leah.Fuller@bestbuy.com](mailto:Leah.Fuller@bestbuy.com)  
Financial Reporting, Jason Nelson, Senior Contracts Specialist, 612-291-7115, [Jason.Nelson@bestbuy.com](mailto:Jason.Nelson@bestbuy.com)  
Accounts Payable: Joette Poehler, Sr. Analyst, 612-291-8039, [Joette.Poehler@bestbuy.com](mailto:Joette.Poehler@bestbuy.com)  
Contracts: Steven Bell, Senior Contracts Specialist, 612-292-0422, [Steven.Bell@bestbuy.com](mailto:Steven.Bell@bestbuy.com)
  - Y. Describe in detail how Supplier's national sales force is structured, including contact info for the highest-level executive. There is a nationwide team of dedicated education specialists and subject matter experts that work under the direction of Leah Fuller, contact info above.
  - Z. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
    - a. Sales individuals will be paired with Omnia contracts in their market to discuss sales and accounts strategy to go to market.
    - b. Omnia to provide existing member list for sales to leverage to grow business with existing accounts utilizing Omnia contract. For all new clients, we will actively work with Omnia to build strategy for go to market, utilizing best practices to gain new clients and grow sales.
  - AA. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set up, timely contract administration etc.
    - a. Best Buy will work internally with all partners across multiple divisions to manage the Omnia national program. Best Buy's marketing team will work with sales and Omnia to create and implement initial and ongoing marketing plan- as listed above. Leah Fuller, in partnership with our contracts staff Steven Bell, Jason Nelson, and Bob Cavello, will train to all the sales organization, in partnership with Omnia. Omnia would be expected to offer training to all sales staff for initial program standup- with ongoing training each year. Ongoing training by sales managers to ensure proper selling tactics are utilized to effectively leverage and grow business on the omnia



contract.

- BB. State the amount of Supplier's Public Agency Sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This is protected customer data that we cannot provide. We have a substantial amount under NDA and is protected under our standard customer data privacy policy.
- CC. Describe Supplier's information systems and capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions. Best Buy processes orders through its point of sale system described as follows: The customer can email its purchase order (PO) and/or request for quote to: [education@bestbuy.com](mailto:education@bestbuy.com) or the account manager assigned to your account. The account manager will then connect with the customer directly to complete the order. The PO and quote must reference the Region 4/Omnia contract number related to Best Buy. The PO should be attached as a PDF with only one PO (with quote) per attachment.

Customers who choose a finance option will receive an automated invoice through our 3<sup>rd</sup> party financing partner, MSTs. We will provide automated reporting and payment of Omnia Partners administrative fee through Best Buy's AP system. Best Buy does have the ability to create custom procurement sites for large-volume purchasers. Best Buy is currently working on additional self-serve options through our .com platform. We anticipate having this running in FY22.

DD. Provide the Contract Sales that supplier will guarantee in year one, year two, year three.

a. **REDACTED**

EE. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitations, there may be circumstances where Public Agencies will issue their own solicitations. Describe supplier's strategies when responding to such a solicitation. Best Buy will respond with Master Agreement pricing or if competitive conditions require lower than Master Agreement pricing.

FF. Provide TEN customer references (see Tab 4 reference page)

GG. Describe how Offeror respond to emergency orders.

- a. We have 155 sales representatives we could pull in at any time depending on the organization and solution we would leverage the expertise of our sales staff to triage the order and ensure a touch point with the client is made to establish needs and serve the client. We also have a host of management contacts on the support and sales side that can assist a client to get them a resolution.

HH. What is Offeror's average fill rate?

- a. Our best data shows 98.42% lines fulfilled vs. cancelled.

II. What is Offeror's average on-time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines. Our best data shows 74% of orders are shipped within two business days.

JJ. Describe Offeror's return and restocking policy.

- a. <https://www.bestbuy.com/site/help-topics/return-exchange-policy/pcmcat260800050014.c?id=pcmcat260800050014>

KK. Describe Offeror's ability to meet service and warranty needs.

- a. <https://www.bestbuy.com/site/geek-squad-protection/geek-squad-protection-faqs/pcmcat748302045943.c?id=pcmcat748302045943>
- b. Fulfillment on service and warranty needs is dependent on the client solution. I have included the Best Buy link to our services and warranty details. Best Buy also partners direct with manufactures extended warranties, but do not fulfill on said warranty. Much like any integrator, fulfillment on services and warranty through a manufacture is done direct with the manufacture.



- LL. Describe Offeror's customer service/problem resolution process (LF)
  - a. This depends on the issue. Ultimately, our sales staff will work with the client to determine the issue at hand. The sales staff will partner with cross-function support teams and management to come to a quick resolution. If needed, management will step in for final resolution to the issue.
- MM. Describe Offeror's invoicing process. Best Buy offers net 30 terms through a third party finance company, subject to credit approval. Otherwise, payment is due at time of order.
- NN. Describe Offeror's contract implementation/customer transition plan. Leah Fuller and Steven Bell will be in charge of contract implementation and customer relations.
- OO. Describe Offeror's financial condition. Excellent. See link's to company financial's provided above.
- PP. Provide a website link: [www.bestbuy.com](http://www.bestbuy.com)
- QQ. Describe the Offeror's safety record: Excellent.
- RR. Describe reputation of Offeror and its products and services. Excellent.
- SS. Describe the experience and qualifications of key employees: Leah Fuller, 10 years experience in retail sales, commercial sales and sales management. Steven Bell, 35 years experience with contracts and legal.
- TT. Describe Offeror's experience working with the government sector. Best Buy has 54 years of experience in working with corporate and government clients.



## **Tab 4 – Qualification and Experience**

### **a. References**

1. Manchester School District, 20 Hecker St, Manchester, NH 03102 Stephen Cross, [scross@mansd.com](mailto:scross@mansd.com), 919-221-8659
2. Nixa Public Schools, 301 S Main St, Nixa, MO 65714 David Liss, [Davidliss@nixaschools.net](mailto:Davidliss@nixaschools.net), 417-449-3280
3. Edina Public Schools, 5701 Normandale Road, Edina, MN 55424, [Steve.Buettner@edinaschools.org](mailto:Steve.Buettner@edinaschools.org), Steve Buettner, 952-848-4800
4. Waconia Public Schools, 512 Industrial Blvd, Waconia, MN 55387 Jeff Jeska, 952-442-0606.
5. Burnsville Public Schools, 200 W Burnsville Pkwy, Burnsville, MN 55337, [rgorton@isd191.org](mailto:rgorton@isd191.org), Rachel Gorton, 952-707-2081.
6. Irving ISD, PO Box 152637, Irving, TX 75015, Shane Smith, Director of Technical Services, [ShaneSmith@IrvingISD.net](mailto:ShaneSmith@IrvingISD.net)
7. Post University, 800 Country Club Rd, Waterbury, CT 06708, Shawn Whisenhart, [swhisenhart@post.edu](mailto:swhisenhart@post.edu), 203-591-7193
8. Cleveland Metropolitan School District, 1111 Superior Ave E, Cleveland, OH 44114, M. Angela Foraker, Executive Director, 216-838-0241, [mary.foraker@clevelandmetroschools.org](mailto:mary.foraker@clevelandmetroschools.org)
9. Byron Public Schools, 630 1<sup>st</sup> Ave NW, Byron, MN 55920, Jen Hegna, Director of Information, 507-775-2301, [jen.hegna@byron.k12](mailto:jen.hegna@byron.k12)
10. Independence University, 4021 S. 700 East, Salt Lake City, UT 84107, [Joseph.Dunlop@indepence.edu](mailto:Joseph.Dunlop@indepence.edu), 801-290-3240.

NOTE: Requested Information Regarding Sales Volumes, Nature of Sales and Lengths of Customer Relationships is being withheld as proprietary in nature.



## Tab 5 – Value Add

VALUE ADD- Provide any additional information related to products and services Offeror proposed to enhance and add value to the contract.

Best Buy Co., Inc. is a publicly traded, Fortune 100 Company with annual revenues of approximately \$44 billion. The company has approximately 125,000 employees who work out of approximately 1,000 physical locations, including our corporate HQ in Richfield, MN. Best Buy, established in 1966, is one of the nation's leading providers of electronics and audio-visual equipment.

Best Buy Business is the commercial "business to business" sales division of Best Buy Co.

Best Buy Business is dedicated to your success every step of the way. Our industry-specific expertise and nationwide services can help you feel confident about your technology purchases, no matter the size of your organization. We have a deep, nuanced understanding of the business fundamentals and industry-specific drivers that matter most to our clients. We build strong, collaborative relationships that support our clients' success as they grow and evolve. We provide customized solutions for budgets of all sizes and organizations at all stages of growth.

Best Buy has several unique value adds and differentiators in the B2B and B2B2C environment. Best Buy partners with all major manufactures to offer consumer and commercial grade equipment, services, and fulfillment, meeting the needs of a variety of clients and custom solutions. Within the Best Buy portfolio, we partner with our financial partners to accommodate many payment terms to meet the client where they are as. We offer a variety of Net terms, Leasing, Check, Credit Card, ACH/Wire Transfer.

Best Buy also provides automated purchasing options including our standard bestbuy.com website, E-Procurement solutions, APIs, and more!

Best Buy will consult and fulfill on turnkey solutions from end to end. Best Buy has nationwide services and with our Geek Squad® Agents and Custom Service teams to provide convenient, game-changing solutions.

This includes a host of services:

- Project management
- Engineering
- Kitting
- Configuration
- Green boxing
- Custom shipping
- Deployment

- Installation
- Post-sale services and support
- SO much more

Thank you for the opportunity to serve the Customers of Region 4.

Sincerely,

Leah Fuller, Education Vertical Sales Leader on Behalf of the Best Buy Business staff.

**Leah Fuller**  
**Education Vertical Sales Leader**

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Cell: 612-417-9110  
Fax: 952-430-5862

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## **Tab 6 – Additional Required Documents (Appendix C)**

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*



November 23, 2020  
\_\_\_\_\_  
Date

Steven Bell Senior Contracts Specialist  
\_\_\_\_\_  
Authorized Signature & Title



## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Steven Bell, as an authorized representative of

Best Buy Stores, L.P., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, 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.

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

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.

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



Signature of Named Authorized Company Representative

11-23-2020

Date

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency 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 offeror agree? YES \_\_\_\_\_ **SB** \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ **SB** \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES                     N/A\*                     Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES                     N/A\*                     Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES                     N/A\*                     Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES                     N/A\*                     Initials of Authorized Representative of offeror

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



Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SB Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES SB Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES N/A\* Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES N/A\* Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES                     N/A\*                     Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES                     SB\*\*                     Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES                     SB                     Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES                     SB                     Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**


Offeror's Name:                     Best Buy Stores, L.P.                    

Address, City, State, and Zip Code:                     7601 Penn Ave South, D-5, Richfield, MN 55423                    

Phone Number:                     1-800-373-3050                     Fax Number:                     952-430-9937                    

Printed Name and Title of Authorized Representative:                     Steven Bell Senior Contracts Specialist                    

Email Address:                     Steven.Bell@bestbuy.com                    

Signature of Authorized Representative:                                          Date:                     11-23-2020                    

\*Please note that Best Buy does not believe that these requirements will apply to any of the work it will perform under the contract as Best Buy does not accept federal funds at this time.

\*\*The Buy American Act generally does not apply to state and local procurements, including those funded with Department of Education Grants.

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2020-693609

Date Filed:  
 11/30/2020

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Best Buy Stores, L.P.  
 Richfield, MN United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Region 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 Solicitation Number 20-12  
 Audio-Visual Equipment, Accessories & Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Steven Bell, and my date of birth is 04/14/1959.

My address is 4455 West Branch Road, Mound, MN, 55364, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hennepin County County, State of MN, on the 30th day of November, 2020.  
(month) (year)



\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

## General Company Information

Company Name:	Best Buy Stores, L.P.	Business Structure:	Limited Partnership
Doing Business As (DBA):	Best Buy Business	Business Classification:	Large Business
Correspondence & PO Address:	7601 Penn Ave South, D5	Federal Tax Classification:	C Corp (see W9)
City:	Richfield	Federal Tax ID (FEIN):	41-1822872
State:	MN	Subject to Backup Tax Withholding?	No
Zip Code:	55423-3645	Type of Business:	Retailer/Reseller
Country:	USA	<a href="#">About Best Buy</a>	
Main Phone:	1-800-373-3050	<a href="#">About Best Buy Business</a>	
Main Website: <a href="http://bestbuy.com/business">bestbuy.com/business</a>			
Code of Business Ethics: <a href="http://secure.ethicspoint.com/">secure.ethicspoint.com/</a>			
Financial Information: <a href="#">Annual Reports</a>			
Corporate Responsibility and Sustainability: <a href="http://corporate.bestbuy.com/sustainability/">corporate.bestbuy.com/sustainability/</a>			

## How Can We Help?

Best Buy Business and Education Account Management provides comprehensive, single-source technology solutions tailored to fit the needs and budget of your business. We work with you to find the right pairing of technology and services to help your business succeed. If you have questions or would like help with your order, please contact your Best Buy Business Account Manager directly or call **1-800-373-3050** to connect with a Business Technology Professional (Monday to Friday, 9 am to 5:30 pm Central Time).

## Customer Payment Options

Best Buy Business has a variety of payment options to meet your needs. Please speak to your Account Manager to learn about all of our options.

Typically, your account will be set up in one of two ways for payment and remittance:

1. MSTS/Best Buy Business Advantage Account (Net Terms)
2. Direct Payment to Best Buy prior to shipment made by check or wire

Based on your payment method, please follow the remittance directions on the following pages.

## MSTS/Best Buy Business Advantage Account (Net Terms) Supplier Setup 3rd Party Information

Best Buy and Best Buy Advantage Account issued by Multi Services Technology Solutions (MSTS) are two separate business entities. Some of our clients may have a need to set up two (2) separate accounts within their system of record to accurately remit payment to MSTS's Legal Entity when purchasing products and services from Best Buy using their NET Account. When this is required, Best Buy Stores, L.P. dba Best Buy Business, should still be listed as the Vendor/Supplier in your records and for Purchase Orders concerning Best Buy's products and services. MSTS may be set up as a commercial transaction processing service provider for credit and billing services related to Best Buy purchases.

Best Buy For Business offers products that may not be available at our retail stores. Product pricing, availability and offers may vary from our retail stores. BEST BUY, the BEST BUY logo, the tag design, GEEK SQUAD, BEST BUY FOR BUSINESS and the BEST BUY FOR BUSINESS logo are trademarks of BBY Solutions, Inc. © 2011 BBY Solutions, Inc. All Rights Reserved.

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## PAYMENT OPTIONS

### 1. MSTS/Best Buy Business Advantage Account (Net Terms)

<i>MSTS Remit To Information</i>		<i>MSTS Electronic Funds Transfer (EFT) Info</i>	
MSTS Accounts (Multi-Service Technology Solutions) Best Buy Business Advantage Account. Please make checks payable to Best Buy Business.		<b>Physical Address of Bank for EFT</b> JPMorgan Chase Bank, N.A. 2200 Ross Ave., 5th floor Dallas, TX 75201	
<b>Standard Check:</b>	Best Buy Business Advantage Account	<b>ABA RTN for ACH</b>	<b>103000648</b>
	PO Box 731247	<b>Checking Account #</b>	<b>837393818</b>
	Dallas, TX 75373-1247		
		ABA RTN for Wire	021000021
		Checking Account #	837393818
<b>Overnight Check:</b>	JP Morgan Chase (TX1-0029)		
	Attn: Best Buy Lockbox #731247	A/R Contact Name	<a href="mailto:customer.support@bbadvantage.com">customer.support@bbadvantage.com</a>
	14800 Frye Road	A/R Phone	1-800-201-4882
	2nd Floor	A/R Fax	913-217-9319
	Ft. Worth, TX 76155	A/R E-mail (remittance)	<a href="mailto:remittance@bbadvantage.com">remittance@bbadvantage.com</a>
<ul style="list-style-type: none"> <li>• Please note that payments for NET accounts cannot be made using P-Cards or Credit Cards</li> <li>• Standard MSTs terms are NET 30 upon approval. Prompt payment discounts are not available</li> <li>• Multi Service Technology Solutions, Inc. (MSTS), a wholly-owned entity of World Fuel Services Corporation, a publicly-traded company, is the service provider of the Best Buy Business Advantage commercial payment program. MSTS's sole function is to furnish credit and billing services and may be treated similar to a financial institution holding an assignment of claims as an agent of Best Buy. Payments may be remitted to them for purchase orders issued to Best Buy Business. MSTS neither sells nor warrants in any respect any of the goods or services obtained from Best Buy locations.</li> </ul>			
<p><b>Best Buy Stores, L.P. DBA Best Buy For Business should be listed as the Vendor/Supplier in your records.</b>  <b>All other correspondence should be sent to the address found in the General Company Information Section.</b></p>			

### 2. Direct Payment to Best Buy prior to shipment made by check or EFT

<i>Best Buy Remit To Information</i>		<i>Best Buy Electronic Funds Transfer (EFT) Info</i>	
Products will not be shipped or delivered, and Services will not be performed, until payment is received by Best Buy in the form of Check, ACH transfer, Wire transfer or Credit Card. Please make checks payable to Best Buy Business.		<b>Physical Address of Bank for EFT</b> Bank of America 100 W 33rd St New York, NY 10001 SWIFT # BofA.US3N Beneficiary Name: Best Buy Co. Inc. Beneficiary Address: 7601 Penn Ave S, Richfield MN 55423	
<b>Standard Checks:</b>	Best Buy Business	<b>ABA RTN for ACH Transfers</b>	<b>071000039</b>
	6281 Paysphere Circle	<b>Checking Account #</b>	<b>5800989526</b>
	Chicago, IL 60674		
		ABA RTN for Wire Transfers	026009593
		Checking Account #	5800989526

To whom it may concern:

Subject: Best Buy Business Vendor Registration and Explanation of Multi Service Technology Solutions Relationship

It has come to the attention of Best Buy Business that some of our clients may have additional requirements to complete the registration setup process within their systems. This letter serves as an explanation of the Best Buy Business Advantage Account (Net Terms), which may be available to our clients through Best Buy's third-party financing company ("Financing Company") subject to Financing Company's approval and contractual terms established directly between the client and our Financing Company.

Our Financing Company, Multi Service Technology Solutions, Inc. (MSTS), a wholly-owned entity of World Fuel Services Corporation, a publicly-traded company, and is the commercial transaction processing service provider of the Best Buy Business Advantage commercial payment program. MSTS's sole function is to furnish credit and billing services, and MSTS may be treated similar to a financial institution holding an assignment of claims as an agent of Best Buy. Payments may be remitted to them for Purchase Orders issued to Best Buy when NET Terms are used. MSTS neither sells nor warrants in any respect any of the goods or services obtained from Best Buy locations.

For clients that make purchases exclusively with their NET Account, Best Buy Stores, L.P. or Best Buy Business should still be listed as the Vendor/Supplier in your records and for all Purchase Orders concerning Best Buy's products and services. Best Buy should be the point of contact for all matters related to the sale and use of those products and services. Payments should be made payable to "Best Buy Business Advantage Account" and contact information related to payments including the address for checks can be listed within our registration for those payments.

Some of our clients may have a need to set up two (2) separate accounts within their system of record to accurately remit payment to MSTS's Legal Entity when purchasing products and services from Best Buy using their NET Account. When this is required, Best Buy Stores, L.P. dba Best Buy Business, should still be listed as the Vendor/Supplier in your records and for Purchase Orders concerning Best Buy's products and services. MSTS can be set up as a commercial transaction processing service provider for credit and billing services related to Best Buy purchases. MSTS' information is as follows:

**Company Name:** Multi Service Technology Solutions, Inc. dba Best Buy Business Advantage Account

**Company Address:** P.O. Box 731247, Dallas, TX 75373-1247

**Federal Tax ID:** 46-1486267

**DUNS #:** 07-873-0188

**Phone Number:** 1-800-201-4882

**Fax Number:** 913-217-9319

**Remittance Advice:** [remittance@bbadvantage.com](mailto:remittance@bbadvantage.com)

**General Questions:** [customer.support@bbadvantage.com](mailto:customer.support@bbadvantage.com)

**Description of Products and Services:** Credit and Billing Services related to Best Buy purchases

**MSTS W-9:** Attached

<b>Wire Transfer</b> ABA: 021000021 Account # 837393818	<b>ACH</b> ABA: 103000648 Account # 837393818
<b>Online Bill Pay</b> Please complete EFT form	<b>Check by Phone / fax / email –</b> Contact Customer Service at 800-201-4882 Fax: 913-217-9319 Email: <a href="mailto:customer.support@bbadvantage.com">customer.support@bbadvantage.com</a>
<b>Overnight Check</b> JP Morgan Chase (TX1-0029) Attn: Best Buy Lockbox #731247 14800 Frye Road 2 <sup>nd</sup> Floor Ft. Worth, TX 76155	<b>Standard Mail Check and remit to address for MSTS accounts</b> Best Buy Business Advantage Account PO Box 731247 Dallas, TX 75373-1247

Best Buy Business Contract Management Team

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Best Buy Stores, L.P.</b>			
	2	Business name/disregarded entity name, if different from above			
	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) <u>E</u>  <i>(Applies to accounts maintained outside the U.S.)</i>	
	5	Address (number, street, and apt. or suite no.) See instructions. <b>7601 Penn Avenue South</b>	Requester's name and address (optional)		
	6	City, state, and ZIP code <b>Richfield, MN 55423</b>			
	7	List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	1	-	1	8	2	2	8	7	2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶		Date ▶ <u>1-10-2020</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

February 26, 2018  
BEST BUY CO.,INC.

Regarding: **Account / Routing Number Confirmation**

Please accept this letter as confirmation that according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:


Account number:	<b>5800989526</b>
Active ACH Blocks/Filters on file	<b>YES</b>
Routing number ACH/EFT	<b>071000039</b>
Routing number DOM. WIRES	<b>026009593</b>
SWIFT Code INTL WIRES	<b>BOFAUS3N</b>
Account Name:	<b>BEST BUY CO.,INC.</b>
Account Address:	<b>7601 PENN AVE SOUTH RICHFIELD, MN 55423</b>

The information set forth above is as of **02/26/2018**. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

If you have any questions, or require further assistance, please do not hesitate to contact us at **888-715-1000 X 57760**

Thank you for banking with Bank of America; we appreciate your business.

Bank of America Merrill Lynch  
Treasury Fulfillment, Service & Operations

By:   
Name: Katrina M Edwards  
Title: Officer, Treasury F&S Advisor - Integrated





# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Multi Service Technology Solutions Inc

2 Business name/disregarded entity name, if different from above  
Best Buy Business Advantage Account

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
PO Box 731247

6 City, state, and ZIP code  
Dallas, TX 75373-1247

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or


Employer identification number										
4	6		-	1	4	8	6	2	6	7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶  Date ▶ 11/29/18

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

June 5th 2018

Multi Service Technology Solutions, Inc  
9800 NW 41st St  
STE 400  
Miami, FL 33178

Dear Sirs,

Thank you for your request for account and bank routing number information for Multi Service Technology Solutions, Inc. Please provide the below routing instructions for ACH and wire transactions to remitters who send transactions to the company account.

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

**For ACH delivery:**

Bank Routing Number:	103000648
Account Number:	837393818
Account Name:	Multi Service Technology Solutions, Inc

**For Wire Transfers:**

Bank Routing Number:	021000021
SWIFT Code:	CHASUS33
General Bank Reference Address:	JPMorgan Chase New York, NY 10004
Account Number:	837393818
Account Name:	Multi Service Technology Solutions, Inc

**We are here to help.**

Please call me if you have any questions. Thank you for your business and the opportunity to serve you.

Sincerely,

*JoAnne Deboer*

JoAnne Deboer  
Client Service Sr. Associate  
JPMorgan Chase Bank, N.A.  
2200 Ross Avenue, 6th Floor, Dallas. TX 75201  
214.965.2484  
joanne.deboer@jpmorgan.com

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The information in this letter is provided as an accommodation to the inquirer. This letter and any information provided in connection therewith are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection therewith shall attach to Bank or any of its officers, employees, or agents, that this letter makes no representations regarding the general condition of the companies named herein, their management, or their future ability to meet their obligations, and that information provided in this letter or in connection therewith is subject to change without notice.



# Business Advantage

## Electronic Funds Transfer Authorization Form


Multi Service Technology Solutions, Inc. ("MSTS"), doing business as Best Buy Business Advantage, operates the Best Buy Business Advantage Program on behalf of Best Buy Stores, L.P.

For all Best Buy Business Advantage Account invoices, please remit payment to the bank account indicated below by means of Electronic Funds Transfer. MSTS authorizes Best Buy Business Advantage customers to make payments to the bank account indicated below and cancel erroneous payments made to the bank account indicated below. Under no circumstances, does MSTS authorize any Best Buy Business Advantage customer to debit the bank account indicated below without the prior written consent of MSTS.

<b>Bank Name:</b>	JPMorgan Chase Bank N.A.
<b>Bank Routing Number/ABA:</b>	103000648
<b>Bank Account Number:</b>	837393818
<b>Bank Account Type:</b>	Checking
<b>Merchant Name:</b>	Multi Service Technology Solutions, Inc. dba Best Buy Business Advantage
<b>Bank State:</b>	Texas
<b>Bank City:</b>	Dallas
<b>Bank Address:</b>	2200 Ross Avenue, 5 <sup>th</sup> Floor
<b>Bank Zip:</b>	75201

**Authorization:**

With the signature below, MSTS is bound to abide by the information and terms set forth on this Electronic Funds Transfer form.

  
\_\_\_\_\_

Date: 2/13/2020

Printed Name and Title: Curt Klus, CFO of MSTS

## Shipping Options and Policies

Best Buy Business makes every effort to ensure that your order is processed and shipped as quickly as possible. While the vast majority of orders arrive on schedule, please be aware that delivery may be impacted by product type, availability, warehouse locations, weather conditions, order hold status due to credit verification, or restricted, invalid or remote addresses.

All shipping items are subject to product availability. Once an item is in stock, you will be notified by e-mail that the order has shipped by the method selected at time of purchase. Partial in-stock orders may ship separately. Check with your Account Manager to confirm product availability at time of purchase. If you believe your shipment is lost, contact your Account Manager within 30 days of shipping notification.

### STANDARD DELIVERY METHODS AND TIMES

Orders placed for **in-stock items** before 10:00 a.m. PST (1:00 p.m. EST) Monday through Friday will normally ship the same day. Orders placed after that will ship the following business day. Orders placed after 10:00 a.m. PST (1:00 p.m. EST) on Friday will ship the following Monday.

Please note: delivery time may vary based on items ordered, order placement time and processing, plus shipping method selected.

<b>Ground</b>	Typically arrives in 4-7 business days
<b>3 Day</b>	Typically arrives in 3-4 business days
<b>2 Day</b>	Typically arrives in 2-3 business days
<b>Next Day</b>	Typically arrives in 1-2 business days

For products that are **not in stock**, the shipping terms will be indicated as follows:

<b>1-2 Weeks</b>	Product is temporarily out of stock and will be shipped once it arrives, estimated delivery time may exceed two weeks
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For **licensing products** the shipping terms will be indicated as follows:

<b>Call to Order</b>	Call your Account Manager for estimated delivery time
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### APO/FPO DELIVERY

APO/FPO Delivery is required for orders being sent to a U.S. Army Post Office, U.S. Air Force location, or Fleet Post Office destination abroad. APO/FPO addresses are extensions of the U.S. Postal service for members of the armed forces stationed abroad. A valid APO/FPO state and zip code combination must be entered in the Ship To address. Special shipping restrictions may apply. For more information, please visit the Military Postal Service Agency online at <http://hqdainet.army.mil/mpsa/>.

### SPECIAL DELIVERY

Special Delivery is required for items that are oversized or overweight. These items will be shipped by truck and will be considered Outside Delivery service unless you specify additional needs as follows. All forms of Special Delivery require a Loading Dock or a Lift Gate. If you do not have a loading dock at your facility, then Lift Gate service is mandatory and will ensure that a truck with a Lift Gate capable of safely lowering your purchase to the ground is used for your delivery. Be sure to select Lift Gate if you do not have a loading dock. Inside Building delivery may be added to your Special Delivery, in which case the

driver will deliver the product inside your destination (home or office). Both Lift Gate and Inside delivery require separate charges in addition to the Special Delivery charge. The trucking company will contact you in advance and delivery will typically take 7-10 business days. The buyer or buyer's representative must be present at time of delivery to sign for the delivery.

*Eligible for Special Delivery* indicates that the quantity of a given item on your order qualifies for, but does not require Special Delivery. For items that are eligible, the customer may compare estimated shipping charges from various levels of service on the payment and shipping screen and choose a preferred method.

*Please review the information outlined below to determine the exact type of Special Delivery you require.*

**Outside Delivery:** The delivery team removes your item from the truck and leaves it nearby to complete the delivery. You are responsible for bringing the item inside the delivery location. If you would like your package to be brought into your delivery location, make sure you select the Inside Building delivery option from the list of shipment options on the purchase page.

**Inside Delivery:** The delivery team removes your item from the truck and brings it inside your building. Because Inside Building delivery requires extra time for the delivery team, an additional charge is required for this option.

**Loading Dock:** Your building is equipped with a loading dock. The delivery truck backs up to the loading dock and places your item onto the dock. If your delivery location is not equipped with a loading dock, make sure to select the Lift Gate delivery option from the list of shipment options on the purchase page.

**Lift Gate:** No loading dock is present at the delivery location. The delivery truck must be equipped with a lift gate to remove your item. Because the truck must be equipped with a lift gate, an additional charge is required for this option.

*To see how the different Special Delivery Options work in conjunction, please read the following information.*

**Loading Dock/Outside Delivery:** Your building is equipped with a loading dock; the delivery truck will back up to the loading dock and place your item onto the dock. You or your building's warehouse team is responsible for bringing the item inside the delivery location. This is the least expensive combination, but should only be selected for delivery locations with a loading dock.

**Loading Dock/Inside Delivery:** Your building is equipped with a loading dock. The delivery truck backs up to the loading dock and places your item onto the dock. The delivery team then brings your item inside your building. This combination only requires an extra charge for the Inside Delivery option and should be used for delivery locations with a Loading Dock only.

**Lift Gate/Outside Delivery:** No loading dock is present at your building. The delivery truck must be equipped with a lift gate to remove your item. The delivery team takes the item off the lift gate and leaves it nearby to complete the delivery. This combination only requires an extra charge for the Lift Gate option, and should be used for delivery locations without a loading dock.

**Lift Gate/Inside Delivery:** No loading dock is present at your building. The delivery truck must be equipped with a Lift Gate to remove your item. Once taken off the truck, the delivery team then brings your item inside your building. This combination is the most expensive because it requires extra charges for the Lift Gate option and the Inside Building delivery option. It should be selected for delivery locations without a loading dock that do require the delivery team to bring the item inside the delivery location.

### **WHITE GLOVE DELIVERY**

White Glove delivery is required for oversized and/or extremely fragile items that do not qualify for standard delivery. These items will be delivered inside the customer location specified. The items will be unpacked and the delivery team will remove the packaging material. The buyer or buyer's representative must be present at time of delivery to inspect and sign for the delivery.

### **GIFT CARD DELIVERY**

You should receive your Gift Card separately in the mail 4-7 days after your online order is confirmed. Gift Cards will be shipped by US Postal Service unless their value exceeds \$200, in which case, for tracking purposes they will be shipped by United Parcel Service.

### **ESTIMATED SHIPPING CHARGES**

In some cases, it is not possible to determine exact shipping charges at the time of checkout. These items will be temporarily marked with an estimated shipping charge designed to be as close to the actual cost as possible. After your order has been processed, we will confirm the shipping charges and notify you if there is any change from the estimated charge. Your transaction will not be processed until you have confirmed that the new shipping charges are acceptable.

### **SHIPPING LOCATION RESTRICTIONS**

Best Buy Business currently offers a variety of shipping options to service most locations within the U.S. Please note that all options may not be available in every area.

*We regret that we are currently unable to ship to P.O. boxes.*

## **Return & Exchange Promise**

### **Our Promise**

We at Best Buy work hard every day to enrich the lives of our customers through technology, whether you come to us online, visit our stores or invite us into your home. If you are not fully satisfied with your purchase, let us help you with a replacement, return or repair.

If you want to return or exchange your purchase, please know that you can return or exchange almost everything within 15 days for a full refund. Simply bring your item(s) to us with all contents and packaging, proof of purchase, and we will process your return or exchange. You can return or exchange cell phones, cellular tablets and cellular wearables within 14 days for a full refund. This return period also applies if you are a My Best Buy Elite or Elite Plus member.

### **Special Considerations**

#### **Connected and Wi-Fi Devices**

Please make sure that all data has been removed and the device is no longer linked to any cloud account or to any other device so that we may accept the return of this product. If you decide to return a phone or device with a carrier contract, you are responsible for canceling your service contract with the carrier, and for all carrier charges.

#### **Restocking Fee**

Some items we sell (see below for the detailed list) have a restocking fee if returned by any customer, including My Best Buy Elite and My Best Buy Elite Plus customers:

<b>Product</b>	<b>Returns Fee</b>
Cell Phones, cellular tablets and cellular wearables	\$45
Drones, DSLR Cameras and Lenses, Mirrorless Cameras and Lenses, leg & body recovery systems, Projectors, Projector Screens and Special Order Products	15% of item purchase price
There is no restocking fee if the product is unopened or if the purchase, and the return, both occur within: AL, CO, HI, IA, MS, OH, OK, SC and where prohibited by law. The restocking fee will be taxed in selected states.	

**How to return a major appliance:**

We want you to be satisfied with your purchase from us. Before you accept delivery of your major appliance please inspect it. If any issue exists, you may refuse delivery. Once you have accepted delivery (or if you brought the major appliance home yourself), you have 15 days to contact us regarding defects, damage or other issues. Please do not contact the store. Please call 1-800-304-1259 between 8 a.m. - 11 p.m. CT, 7 days a week.

**Entertainment products:**

Opened computer software, movies, music, video games, books, video game guides and sheet music can only be exchanged for an identical item.

**Apparel**

We are happy to accept returned apparel that has not been used, worn, laundered and has its original tags attached.

**Custom Orders**

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

**Privacy Protection**

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

**Microsoft Office cards**

Cards that have not had their key code scratched off are returnable for 30 days for all customers (including My Best Buy Elite and My Best Buy Elite Plus customers).

**Returns info:**

- Items need to be returned in a like-new condition. Items that are damaged, unsanitary, dented or scratched may be denied a return.
- Please return items with all accessories and packaging. If you do not, we may either deny the return, or allow a return with a nonrefundable deduction on your refund for what is missing.
- If you received a discount or free item by purchasing multiple items together, you will lose that benefit if you do not return all items purchased.



- All Final Sale merchandise cannot be returned. Other nonreturnable purchases include custom orders, personalized orders, digital content, prepaid cards (including third-party gift cards), gift packaging, memberships, completed services, opened consumable items including batteries, cleaning agents, oils, fuel, ink and 3D printer filament.

**Returns lacking proof of purchase:**

Reimbursements on returns lacking proof of purchase may be denied or limited, and state sales tax and fees will not be reimbursed.

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

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

**Export Regulations**

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

**Returning Defective or Incorrect Items**

If you receive a product that is defective or that is not the product you ordered, please return it to a Best Buy store – and we'll arrange for a replacement. If you would rather return the item by mail, please call us for special instructions at 1-800-373-3050. We will cover all reasonable and customary ground shipping fees.

**Returns in Store**

Avoid shipping charges and receive a refund more quickly by returning your items to any Best Buy store within the United States.

1. Include all original packing and accessories. (If you don't have all the original packaging and accessories, that's okay. We can process a return with a small deduction on your refund for what's missing.)
2. Bring your receipt or packing slip.

**Returns by Mail**

You can return online purchases from Best Buy through the mail as long as they are shipped to us from within the United States.

To return an online purchase by mail:

1. Pack your return in the original shipping package, if possible.
2. Include the packing slip and return label, and indicate the reason for the return.  
Don't have a return label? [Print a return label now](#)
3. Include all original packaging and accessories.  
(If you don't have all the original packaging and accessories, that's okay. We can process a return with a small deduction on your refund for what's missing.)
4. Send your return to:  
Best Buy DC2464  
600 Park Loop Rd  
Suite D  
Shepardsville, KY 40165

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

### **Returning Mobile Phones and Devices with Plans**

If you decide to return a phone or device with a plan, you are responsible for canceling your service contract with the carrier, and for all carrier charges.

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

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

### **Refund Method**

With a few exceptions, we will reimburse you for returned items in the same way you paid for them. If you prefer, you can make an exchange for the same item. If you paid more than \$800 in cash or more than \$250 by check or by a debit card without a major credit card logo, we will refund you by check within 10 business days. Any amounts deducted from a gift card will be credited to the gift card. If you no longer have the gift card used for an order, please call us at 1-800-373-3050, with your order number handy, and we'll be happy to send you a replacement.

### **Pricing**

For information about our Pricing policies please see [BestBuy.com/Pricing](https://www.bestbuy.com/pricing).

*Best Buy may run tests of the Return & Exchange Promise in select locations and may amend these terms at any time.*

*Effective Date: September 8, 2019*

## OUR PRIVACY COMMITMENT

Best Buy Co., Inc.

The Best Buy Companies value the relationship we have with our customers and are committed to responsible information handling practices.

The Best Buy Companies operate businesses, retail stores and websites under the names, among others, Best Buy (BestBuy.com), Best Buy For Business/Best Buy Direct (BestBuyForBusiness.com), Best Buy Canada (BestBuyCanada.ca), Pacific Sales (PacificSales.com), Magnolia Audio Video (Magnoliaav.com), and Geek Squad (GeekSquad.com). Best Buy Co., Inc. is the parent company of the Best Buy Companies, and as such, if you provide information to any Best Buy businesses, stores or websites, this information may be combined or shared between current or future Best Buy Co., Inc. entities and subsidiaries.

Although our businesses, stores and websites have unique services and offerings, they share a similar privacy philosophy. The Best Buy Companies follow these privacy principles in our conduct in the collection, use, release and security of customer information both online and offline:

- Providing you NOTICE of our information practices.
- Giving you CHOICES about how your data will be used.
- Providing you the opportunity to UPDATE or CORRECT your personal information.
- Using information SECURITY safeguards.
- Limiting the SHARING of your information.
- Committing to COMPLYING with applicable privacy requirements.
- Providing you with means to CONTACT US about privacy-related issues.

Each member of the Best Buy Companies, and/or each website maintained by a member of the Best Buy companies, may have its own privacy policy, which it may modify as needed consistent with these principles.

## **PRIVACY POLICY**

### **Best Buy For Business/Best Buy Direct**

The following Privacy Policy describes the information and privacy practices for Best Buy For Business/Best Buy Direct call centers and BestBuyForBusiness.com (the Best Buy For Business and Best Buy Direct website). By doing business with our call center or website, you consent to the information practices described in this policy.

This Privacy Policy does not apply to other Best Buy websites, Best Buy retail stores or third party websites that may be accessible through the Best Buy For Business/Best Buy Direct website. Our site may contain links to other sites operated by third parties, including, but not limited to, third party sites that display the Best Buy trademarks. We encourage you to read the privacy policies of those other sites to learn how they collect and use information about you.

To assist you with reading through our Privacy Policy, we have provided answers to questions that you may find most important:

- What information does Best Buy For Business/Best Buy Direct COLLECT and how is the information USED?
- Does the Best Buy For Business/Best Buy Direct website use COOKIES OR OTHER TECHNOLOGIES to INDIRECTLY collect information?
- Does Best Buy For Business/Best Buy Direct SHARE the information I've provided?
- Do I have CHOICES regarding how my information is used for marketing purposes?
- How can I UPDATE or CHANGE my information?

- How does Best Buy For Business/Best Buy Direct SECURE my information?
- Whom can I CONTACT if I have questions or concerns?
- Will this Privacy Policy CHANGE?

## **WHAT INFORMATION DOES BEST BUY FOR BUSINESS/BEST BUY DIRECT COLLECT AND HOW IS THE INFORMATION USED?**

### **What information we collect.**

We collect business information such as your contact information (e.g., name, title, company name, industry, number of employees, e-mail address, etc.), billing/shipping information (credit card number, shipping address), or your preferences (product wish-lists, likes and dislikes relating to the products we may sell).

When submitting information about your business on an online form, we will identify which fields are required in order to fulfill your request. Additionally, our Web server automatically collects click-stream information such as the address (or URL) of the website that you came from before visiting our site, which pages you visit on our site, which browser you used to view our site and any search terms you have entered on our site.

### **When we collect information.**

When you are working with the Best Buy For Business/Best Buy Direct call center or visiting our website, we may ask that you provide certain information about yourself, your business or your organization. For example, we request information when you set up an account online, purchase products or services, schedule delivery or installation, join a frequent buyer program, participate in a sweepstakes, promotion or survey, contact us with a question or concern or participate in other activities.

In addition, when using our website, our servers may collect click-stream information as described above. We may also use third parties to provide us personal and other information to improve the accuracy of our customer database, to increase our understanding of our customers or to identify potential customers. To help us understand and enhance our interactions with you, we may also permit third parties (such as web analytic providers, advertising companies, and others) to collect personal and other information about your online activities over time on our websites and across other sites on the internet.

### **How the information is used.**

We use the information you provide in order to 1) fulfill requests for products, services or information, 2) administer shopping or reward club accounts, 3) provide customer services, 4) administer sweepstakes or promotions, 5) offer new products and services, 6) measure and improve the effectiveness of our website, our marketing endeavors or our services and offers, 7) tailor our online, catalog or phone offerings to your preferences, 8) administer surveys, 9) send marketing communications or 10) other business purposes.

## **DOES THE BEST BUY FOR BUSINESS/BEST BUY DIRECT WEBSITE USE COOKIES OR OTHER TECHNOLOGIES TO INDIRECTLY COLLECT INFORMATION?**

### **Cookies and other Technologies**

We use cookies to create a more personalized shopping experience for visitors to our site. A cookie is a small data file that a website may send to your browser and which may then be stored on your hard drive. Our website uses cookies to simulate a continuous connection.

Cookies let us "remember" information about your preferences and session, and allow you to move within areas of our website without reintroducing yourself. No personally identifiable information is stored in these cookies.

Our Web server automatically collects the address of the website that you came from before visiting our site, which browser you used to view our site, and any search terms you have entered on our site.

Our website may also use other technologies to track which pages on our website our visitors view. This non-identifiable click-stream data helps us understand how visitors use our website.

Our websites and mobile applications are not designed to respond to "do not track" requests from browsers.

### **Third Party Service Providers**

Our website may use third party service providers to serve ads, send e-mails, and analyze website traffic on our behalf. These companies may use technologies similar to those outlined above to measure the effectiveness of ads and e-mails. They may also use information about your visits to this website so we can provide advertisements about goods and services that may be of interest to your business or organization. For this purpose, we may also provide these third party service providers anonymous information about your site navigation and purchases.

### **DOES BEST BUY FOR BUSINESS/BEST BUY DIRECT SHARE THE INFORMATION I'VE PROVIDED?**

Best Buy For Business/Best Buy Direct does not sell or rent customer information to third parties.

We may need to share information about your business or organization with third parties to perform services on our behalf such as; fulfilling our customer's orders, sending Best Buy For Business/Best Buy Direct marketing communications, delivering packages, scheduling and performing installation, servicing products, fulfilling subscription services, conducting research or surveys, sending regular mail and e-mail on our behalf, or processing credit card payments.

Best Buy For Business/Best Buy Direct is a business segment of Best Buy Stores, L.P., a member of the Best Buy Companies. As such, any information you provide to us either online or offline may be combined or shared between current or future Best Buy entities and subsidiaries. This Privacy Policy does not apply to any other Best Buy companies or subsidiaries. Any information shared with another Best Buy entity is subject to the privacy policy applicable to that entity. However, please be assured that any information received by any of the Best Buy Companies is handled according to Best Buy's Privacy Commitment.

We may be required to provide information about your business or organization in response to a valid court order, subpoena, government investigation, or as otherwise required by law. We also reserve the right to report to law enforcement agencies any activities that we, in good faith, believe to be unlawful. We may share information about your business or organization when we believe that such action is reasonably necessary to protect the rights, property, and safety of others and ourselves. We may also share your information in the event of a corporate sale, merger, reorganization, dissolution or similar event.

### **DO I HAVE CHOICES REGARDING HOW MY INFORMATION IS USED FOR MARKETING PURPOSES?**

Once we receive your information, Best Buy For Business/Best Buy Direct may begin marketing to you at any time. However, you always have the choice regarding whether or not you receive marketing communications from Best Buy For Business/Best Buy Direct. However, whether your business or

organization is receiving marketing communications from us or not, you can request to opt-out of any Best Buy For Business/Best Buy Direct marketing communications at any time.

To opt-out of receiving marketing communications from Best Buy For Business/Best Buy Direct, please do one of the following:

1. Follow directions on a marketing e-mail or direct mail communication from us.
2. Call 1-800-373-3050
3. Send an e-mail with your current contact information to [BBFBCustomerSupport@bestbuy.com](mailto:BBFBCustomerSupport@bestbuy.com)
4. Send a request with your current contact information to:

Best Buy Corporate Campus  
Attn: Customer Care/Privacy  
7601 Penn Avenue South  
Richfield, MN 55423-3645

If you send an e-mail or letter request, please be sure to include your full name, title, business or organization name, address, phone number and e-mail address and indicate specifically what type of marketing communications you wish to stop receiving. This will ensure we identify you correctly in our systems and accurately process your opt-out request.

We will take the appropriate steps to implement your request to opt-out. Please note that due to production and mailing timelines, it may take up to 10 business days for e-mails, up to six weeks for direct mail, and up to 30 days for the call center to make the requested change. Until that change takes effect, your business or organization may still receive marketing communications from us. Also, please note that you may still receive business-related communications such as order confirmations, product recall information or other administrative communications.

#### **HOW CAN I UPDATE OR CHANGE MY BUSINESS INFORMATION?**

Best Buy For Business/Best Buy Direct wants your information and preferences to be accurate and complete. We provide several different methods for you to update or change the information you give us.

To update or change your business or organization information:

1. If you've created an account on BestBuyBusiness.com, you can update your information after logging into your account.
2. Call 1-800-373-3050
3. Send an e-mail with your current contact information to [BBFBCustomerSupport@bestbuy.com](mailto:BBFBCustomerSupport@bestbuy.com)
4. Send a request with your current contact information to:

Best Buy Corporate Campus  
Attn: Customer Care/Privacy  
7601 Penn Avenue South  
Richfield, MN 55423-3645

#### **HOW DOES BEST BUY FOR BUSINESS/BEST BUY DIRECT SECURE INFORMATION ABOUT MY BUSINESS OR ORGANIZATION?**

Whether you are shopping online or working with the Best Buy For Business/Best Buy Direct call center, we have security measures in place to protect against the loss, misuse, unauthorized access and alteration of the information under our control.

### **Safe Shopping Policy**

Because your credit card security is a high priority, we have taken numerous steps to ensure that your payment information is processed confidentially, accurately and securely. The Best Buy For Business/Best Buy Direct website uses encryption technology, such as Secure Sockets Layer (SSL), to protect your credit card information during data transport. SSL encrypts ordering information such as your name, address, and credit card number. In-store Web stations operate over a private, secure network.

### **Choosing a Personal Password**

When you create an online account on the Best Buy For Business/Best Buy Direct website, you need to select a personal password that you will remember. It must be at least 6 characters. To maximize your level of protection, you should choose a combination of both letters and numbers. You are solely responsible for maintaining the secrecy of your passwords or any account information.

Although we cannot guarantee against any loss, misuse, unauthorized disclosure, alteration or destruction of data, we take reasonable precautions to prevent such unfortunate occurrences. We cannot ensure or warrant the security of any information you transmit to us by e-mail and you do so at your own risk.

### **WHOM CAN I CONTACT IF I HAVE QUESTIONS OR CONCERNS?**

Please contact our Privacy Manager to report any known or suspected privacy or security breaches or to submit privacy-related questions or complaints. After receiving your inquiry, we will respond within five business days. You may contact us in the following ways:

1. Call 1-800-373-3050
2. Send an e-mail with your current contact information to [BBFBCustomerSupport@bestbuy.com](mailto:BBFBCustomerSupport@bestbuy.com)
3. Send a request with your current contact information to:

Best Buy Corporate Campus  
Attn: Customer Care/Privacy  
7601 Penn Avenue South  
Richfield, MN 55423-3645

### **WILL THIS PRIVACY POLICY CHANGE?**

Because our websites and businesses will continue to implement new technologies and improve the services and features we provide, this Privacy Policy is subject to change. If there are changes or additions to this Privacy Policy, we will post those changes here or in other formats we deem acceptable, so that you will always know what information we collect online or offline, how we use it and what choices you have. If we change our information practices or this Privacy Policy in such a way that information about your business or organization may be used or shared in a different manner, we will give you the opportunity to opt-out of having your information used or shared in that new manner.

# Best Buy Direct

## Best Buy For Business / Best Buy Education



### Field Services Terms

Throughout these Terms the words “you” and “your” refer to the purchaser (and their agents), and the words “we,” “us” and “our” refer to Best Buy (Best Buy Stores L.P., its parents, subsidiaries, and affiliates), Geek Squad, and third-party service providers contracted by Best Buy to perform services on its behalf.

**AUTHORIZATION:** An adult at least 18 years old (19 in AL and NE; 21 in Puerto Rico) must be present to authorize and approve all work.

**SAFETY:** We require a safe working environment and reserve the right to refuse or reschedule service due to conditions we deem dangerous or unsafe, including but not limited to possible code violations, extreme temperatures, natural disasters, or other hazards - real or perceived. Some items to be hauled away may require additional equipment/personnel to safely remove, which may result in a delay or rescheduling of the haul-away.

**SERVICE:** We require full access to product to be serviced, access to the premises, your cooperation, and electrical power. Some services may not be performed if minimum system requirements are not met or technical needs are encountered (including wiring or overcoming physical/technical barriers) or other requirements are unusual or extensive as determined by us. Service may be denied and a cancellation fee charged if we arrive for a scheduled appointment and you do not have a site manager present or we determine that we do not have appropriate access or cooperation from you.

**LABOR ONLY:** Service does not include parts (e.g., wire, cable, mounts) except where specifically stated.

**ESTIMATES AND FEES:** We will provide an estimate of costs for work to be performed where service was not already purchased. You agree to pay up to the estimate amount. After product evaluation - but before service begins, we will obtain your approval for services that exceed your estimate.

**ADDITIONAL COSTS:** We will provide an estimate prior to performing work that requires an additional cost beyond the service already purchased. Additional costs and fees may apply to orders where the service required exceeds the scope of work for services already purchased and/or service performed outside of the standard service area as called out during the scheduling process. Additional costs are payable by check or credit card.

**PERMITS:** We will charge you at the time of installation the actual cost of any permit fee(s) required by local code or rule for the services performed.

**CANCELLATIONS/CHANGES:** You must notify us timely of any appointment cancellation/change. If a project is scheduled for eight or more hours a cancellation/change must be made at least 72 hours in advance of your scheduled appointment; for all other projects a cancellation/change must be made at least 24 hours in advance of your scheduled appointment. Cancellations/changes made outside these timeframes may be subject to a cancellation/change fee. If you need to cancel/change your order, please contact your Best Buy Direct Account Manager or call 1-800-GEEKSQUAD (1-800-433-5778).

**NON-REFUNDABLE:** Delivery fee is nonrefundable once delivery is completed. All other service fees (e.g., installation) are non-refundable once service begins.

**WORKSPACE CONDITIONS:** We are not responsible for moving any furniture or valuables. The work area must be free and clear of any obstacles or debris, and these items must be removed prior to our arrival.

**CABLE/SATELLITE/INTERNET:** Cable/satellite/internet installation should be completed prior to service so we can ensure proper integration. We are not responsible for signal strength or degradation due to faulty equipment or lines. If you or the cable/satellite/internet provider modifies any of our work you will be charged a minimum service fee of \$99.99 plus applicable taxes. You may also be charged for additional services to reestablish system functionality per the scope of work installation was performed under.

**PC/TABLET USE:** Some services may require access to your PC/tablet. We may use tools we deem necessary for diagnostics and repair, including remote access. We may install software that allows you to obtain additional technology services. For software installations, we may accept End User License Agreements on your behalf.

**YOUR DATA:** It is your responsibility to back up any data and software on your product and remove any media (e.g., memory card) before service begins. We will NOT back up any data/software unless you specifically request us to do so before any service begins and pay an additional fee. Whether or not you request data backup service from us, we are not liable for any loss/alteration/corruption of any data or media.

**TERMS CONTINUED ON BACK – PLEASE TURN OVER AND CONTINUE READING**



**OUTLETS:** We will not move, alter, or install electrical outlets. You must have any necessary electrical work performed prior to service.

**LATH AND PLASTER:** We cannot warrant that installations on lath and plaster walls will not result in wall cracks. We will try to eliminate the possibility, but due to the nature of that type of construction we are not responsible for any resulting damage to any wall from our services.

**PRODUCT PICK-UP:** If we remove your product for service and damage or loss occurs while in our custody, you are entitled to product repair, replacement, or reimbursement of the product's fair market value, as determined by us and at our sole discretion. Replacement may be made with a product with comparable quality and features.

**PRODUCT SECURITY:** You are solely responsible for securing your product upon delivery and protecting it against damage or loss.

**DISCLAIMER:** We will not be liable for any failure or delay in performance due to any cause beyond our control. If our ability to render services is impaired by you or circumstances beyond our control, we may elect to not provide services. For any un-installation services provided, we are not responsible for repairing any changes or damages made to the premises. We will not disassemble, deconstruct, or break down product for haul-away service even if necessary for removal.

**LIMITATION OF LIABILITY AND RELEASE:** Except for direct property damage resulting from our negligence, under no circumstances will we be liable for any incidental, consequential, indirect, or special damages resulting from our services, including but not limited to loss of use, media loss, data loss/alteration/corruption, lost business/profits/earnings/goodwill, or expenses to recover/restore/recreate any data/software. You affirmatively release and hold us harmless from any loss, liability, or damage that you, or the owner or lessee of the premises, may suffer - including but not limited to any premises alterations (e.g., changes to walls, base boards, floors). Some states do not allow limitations or releases on liability, so this limitation of liability and release may not apply to you.

**LABOR WARRANTY:** We provide a 90-day warranty on Audio/Video services and a 30-day warranty on IT/computing services - excluding virus/malware removal or software repairs. If a service call is needed within the applicable warranty period, you will be charged \$99.99 plus applicable taxes at the time of scheduling - which will be refunded to you if we determine, at our sole discretion, that there was a defect in our workmanship. This warranty begins from the date of service completion.

**PHONE CALLS:** We will call you at the phone number you provided (including any mobile numbers) to inform you about order status, scheduling, and service requirements. Calls may be live or pre-recorded and made via automated dialing system. Voice and Data rates may apply.

**I VERIFY THAT I HAVE READ AND AGREE TO THESE TERMS.**

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Purchaser

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Date

## Sales and Warranty

**1.** Accepted Order. "Accepted Order" means the commercial documents, including but not limited to any quote provided by Best Buy, if applicable, and the order confirmation, issued by Best Buy (in writing or electronically) that sets forth the Products and Services and related terms, including prices and fees, being offered to Customer which Customer agrees to purchase.

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

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

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

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

**a.** Limitations to Service. Best Buy shall not be liable for any failure or delay in performance due to any cause beyond its control. Best Buy and/or its third party services providers reserve the right to refrain from providing any or all services

ordered and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirement of the Customer is unusual or extensive and beyond the scope of this agreement as determined by Best Buy.

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

#### **4.** Payment Terms

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

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

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

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

**6.** Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (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 Indemnifying Party's: (a) breach of this Agreement; (b) failure to comply with applicable laws, regulations or ordinances; or (c) gross negligence or willful misconduct in connection with its performance under this Agreement. A Party's right to indemnification under this Agreement is conditioned upon the following: Indemnified Party must provide prompt written notice of any claim, action or demand for which indemnity is sought; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnifying Party, at the Indemnifying Party's request and expense, in defense of the claim.

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

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