



COUNTY OF ERIE
STEFAN I. MYCHAJLIW
COMPTROLLER

January 29th, 2013

Ms. Vallie Ferraraccio
County of Erie
Director of Purchasing
95 Franklin Street 12th Floor
Buffalo, New York 14202

Re: Purchase of an 80" big screen television, speaker system, and wall mount

Dear Ms. Ferraraccio:

First and foremost, thank you very much for working in a collaborative manner to answer our questions concerning the administration's purchase of an 80" big screen television set and accompanying electronic equipment. I greatly appreciate your help. There are just a few more issues to address concerning this "Rush Order" that was placed via a Purchase Order dated December 11th, 2012 (Best Buy Purchase #4500031204) before final payment is made.

When our audit staff first reviewed the bills and estimates we wanted to check why the Buildings and Grounds department wanted to purchase this equipment. We had no idea that although the 80" big screen television was being paid for out of the Buildings and Grounds department, that it was going to be used by the County Executive's office.

According to the original price quote from Best Buy dated November 20th, 2012 the total purchase price for an 80" big screen television, speaker system, wall mount, and "Geek Squad" protection totaled \$5,729.95. When the "Geek Squad" insurance/product protection was removed (along with sales tax) it appears it drove down the final purchase price below the \$5,000 threshold to approximately \$4,628.93.

Purchases above \$5,000 require three quotes for an "informal bid." Are there any other purchases tied directly to the 80" big screen television, wall mount, and sound equipment that would have made the final purchase price over \$5,000?

According to the "Best Buy Geek Squad Commercial Protection Plan" it covers "parts and labor costs to repair your product in the event your product fails to properly operate." Since it appears as though this protection was dropped from the final purchase price and drove the cost down to under \$5,000, was there another warranty purchased to protect the equipment in case repairs are needed? What warranty protections were purchased for the 80" big screen television in order to protect the county from being held liable for future repairs?

One review called it *"the largest LED-backlit TV on the market."* Is an 80" big screen television the only model that could be used for video conferencing? Why not use a smaller and cheaper model that is a mere fraction of the price?

Initial reviews of the 80" big screen television question the quality of this model. *"If you're just looking to wow your friends or fill a wall, then the 80-inch Sharp LC-80LE632U is one of the best TV's you can buy, but ho-hum picture quality makes it a questionable value."*²

It also appears as though this is not a "single source purchase." An on-line search shows multiple avenues to purchase the 80" big screen television.

As stated before, our audit staff had no idea the 80" big screen television was being purchased for the County Executive's office. All paperwork indicates this was a purchase for the Buildings and Grounds department.

Records show the 80" big screen television, speaker system, and wall mount came from a "Laboratory and Technical" equipment budget line from Buildings and Grounds. Prior to this transaction records show that this specific account had only \$1,081 remaining in it. \$3,548 was transferred in from another budget line to cover this purchase.

The funds for this purchase created a shortfall within that line item budget. On December 20th, 2012 a budget resolution was passed by the Erie County Legislature adding an additional \$15,000 for "needed cleaning equipment" to the very same account number used to purchase the 80" big screen television.

If the 80" big screen television, speaker system, and wall mount were going to be used by the office of Erie County Executive, should that office/department have paid for the entire purchase to begin with, not Buildings and Grounds?

We would also like to know why this purchase was labeled as a "Rush Order" on December 11th, 2012? Should the purchase of an 80" big screen television have waited until the new year when a new Comptroller began on January 1st, 2013? We cannot find supporting documentation that shows us why this was a "Rush Order."

Thank you very much for your prompt attention to this matter. For now, we are going to hold the check/payment for the 80" big screen television. We wholeheartedly understand the need to maximize technology for video conferencing needs, but we do need to know if proper channels were followed in the purchasing of an 80" big screen television, speaker system, and wall mount. Thanks again.

Sincerely,



Teresa Fraas
Deputy Comptroller-Audit

cc: Hon. Mark Poloncarz, County Executive
Hon. Stefan I. Mychajliw
John Loffredo, Commissioner of Public Works
Erie County Legislature

¹ Source: CNET.com, Ty Pendlebury, "Sharp Unveils 'Affordable' 80-inch Television, September 27th, 2011

² Same source as above



County of Erie

95 Franklin Street
Buffalo, NY 14202

Phone: (716) 858-6395

Fax: (716) 858-6465

Internet: <http://www.erie.gov>

Purchase Order

No. 4500031204

This Purchase Order Number must appear on all invoices.

Bill To

ERIE COUNTY COMPTROLLER
ACCOUNTS PAYABLE - ROOM 1154
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

Vendor Address

BEST BUY FOR GOV'T & EDUC
7601 PENN AVE SOUTH
RICHFIELD MN 55423-3645

Ship To

DPW - DIV OF BLDGS & GROUNDS
14th Floor attn Rick Wydysch 858-6268
95 FRANKLIN STREET
BUFFALO NY 14202

Information

Date 12/11/2012
Vendor# 116024
Currency USD
Payment Terms within 30 days Due net
Buyer Lorraine Kolb
Phone 716-858 6340
Delivery Date 12/19/2012
Bid#
Contract
Storage Location 1010
Requisition

Page 1 of 1

Item	Material/Description	Qty	UM	Unit Price	Amount
	PER QUOTE FROM JAMES KIRKPATRICK DATED 11-20-12				
00010	Video Package Includes Item #BB1160650522350 LC-80LE632U Sharp 80" Backlit LCD TV \$3999.99 Item #BB1236270866440 VLF410-B1 Sanus Wall Mount for 37"-84" TV \$299.99 Item #BB1235599222350 HTSB600 Sharp 3.1 Speaker System \$299.99	1	EA	4,599.97	4,599.97
00020	STANDARD DELIVERY	28.96	DL	1.00	28.96
				***Total	\$4,628.93

INSTRUCTIONS TO VENDOR:

1. County Purchase Order No. must be indicated on every container shipped.
2. Itemized packing slip showing our Order No. must accompany all goods when delivered.
3. CHARGE NO TAX ON THIS ORDER. The law specifically exempts the County of Erie from New York State and Erie County Sales and Use Tax. The County is exempt from Excise Tax under Federal Certificate of Registry 16-75-0056-K.
4. The County uses a 30-day payment cycle from invoice date and, while making every effort to pay within the terms quoted, will nonetheless take all discounts offered.

Lorraine Kolb

Buyer

VALLIE M. FERRARACCIO

Director of Purchasing

Comm. 3D-8

Page 3 of 32

Approved: _____
Date: 12-11-12

**BUREAU OF PURCHASE
PURCHASE APPROVAL/EXPLANATION
WORKSHEET**

Sole Source Explanation:

Bid Waiver Explanation (Informal \$2,500-\$10,000):
*RUSH ORDER PER Dept
See Attached*

Bid Waiver Explanation (Formal greater than \$10,000: Attach Emergency Declaration or Legislative Resolution.

Deviation from Bidding Guidelines (Informal Bids less than \$2500)

- ___ To establish baseline pricing for future purchases
- ___ Validate pricing quote as competitive
- ___ Order is not time sensitive
- ___ Cumulative amount per year exceeds \$2500
- ___ Other (attach explanation if necessary)

professional services subject to budget appropriations without the approval of the Erie County Legislature or Erie County Executive. These acquisitions are not required to be reviewed by the Department of Purchase.

True Leases- Leases for real property shall not be considered a purchase or contract made by the division of Purchase. True Lease agreements are neither purchases nor contracts for public work and, thus, are not subject to competitive bidding under GML 103 (Exley v Village of Endicott, 21 NY2d 426, 434 NYS2d 922). Lease agreements need County Attorney approval before any procurement activity can begin. Documentation for leasing versus purchasing decision should be made and should include a cost benefit analysis. It should be noted that bidding requirements of section GML 103 cannot be avoided by casting an agreement which is truly a purchase or a contract for public work in terms of a lease. Thus, an item may not be acquired or work performed under the guise of a lease or rental in circumvention of competitive bidding requirements.

Insurance- Insurance requirements for vendors are to be reviewed and approved by the County Attorney's Office on a periodic basis. The purchase of insurance is to be conducted in a manner consistent with GML 103. The approval process is the responsibility of the department requesting insurance and should be reviewed and approved by the County Attorney's office. The bid process or RFP process follows the guidelines previously set forth by applicable laws.

Second Hand Equipment acquired from other government agencies- The Requesting department must have approval from the appropriate department official as well as budgetary approval before the purchase can be initiated. The Division of Purchase is to verify that the purchase price is fair through market price comparisons via industry publications and other procurement sources. Competitive bidding is not required according to GML 103 (6); 21 Opns St Comp, 1965, p 615).

Single Source Purchases (\$1000 to \$5000)

For purchases that are between \$1000 and \$5000, the respective buyer has the option to award a purchase order to a single source vendor, usually recommended by the requesting department. It is the buyer's responsibility to insure that the purchase price is fair through price comparisons from available sources. If the buyer has reason to believe that the price quote is not within the normal range for the product or products in question, he/she has the option to request an informal quote or bid.

METHODS OF COMPETITION TO BE USED FOR NON-BID PROCUREMENTS

The following chart identifies procurements subject to GML § 104-b, and the methods of competition, which may be used, for each type of procurement

	Verbal Quote	Single Source	Written Quot	Fax Quo	Other
PURCHASE CONTRACT					
Under \$1000	X		X	X	
\$1000-4999	X	X	X	X	
\$5000-9999			X	X	
CONTRACT FOR PUBLIC WORK					
Under \$1000	X	X	X	X	
\$1000-4999	X	X	X	X	
\$5000-9999			X	X	
\$10,000-19,999			X	X	
EMERGENCIES	X	X	X	X	
INSURANCE			X	X	
PROFESSIONAL SERVICES	X		X	X	(a) X
SOLE SOURCE ITEMS			X	X	
SECOND HAND EQUIPMENT FROM OTHER GOVT AGENCIES	X	X	X	X	
TRUE LEASES			X	X	
<u>EXEMPTED FROM GML § 104.b</u>					
AGENCIES FOR BLIND OR SEVERELY HANDICAPPED					(b) X
CORRECTIONAL INSTITUTIONS					(b) X
FEDERAL, STATE, LOCAL CONTRACTS					(b) X

(a) Request for proposal

(b) Although § 104-b exempts these purchases from the requirements of written or verbal quotations, use of the exemption must be justified and documented with any relevant information including statutory citations, opinions of the county attorney, and/or copies of federal, state, or local contracts

Wydys, Richard

From: James.Kirkpatrick@bestbuy.com
Sent: Tuesday, November 20, 2012 1:39 PM
To: Wydys, Richard
Cc: James.Kirkpatrick@bestbuy.com
Subject: Your Best Buy For Business Quote - [226584081]



Quotation Number: 226584081

Best Buy For Business
 7601 Penn Avenue South
 Richfield, MN 55422-3643

To	Info	From
Richard Wydys Erie County Parks Recreation and Forest 95 FRANKLIN ST BUFFALO NY 14202	Request Date 11/20/12 Expiration Date 11/24/12 Customer Number 1918600 Customer PO# N/A Payment Type Credit Card	<u>James.Kirkpatrick@bestbuy.com</u> Business Professional Best Buy For Business Phone: 1-612-292-0434 Fax: 1-952-430-3797

Dear Richard Wydys,

Best Buy is preparing a quote for the following items, from Best Buy For Business

Sold To	Bill To	Ship To
Richard Wydys Erie County Parks Recreation and Forest 95 FRANKLIN ST BUFFALO NY 14202	Richard Wydys Erie County Parks Recreation and Forest 95 FRANKLIN ST BUFFALO, NY 14202	Richard Wydys Erie County Parks Recreation and Forest 95 FRANKLIN ST BUFFALO NY 14202

Qty	Description	Item #	Price	Est. Price
1	<u>Samsung LC 30LE632U 30" LED-backlit LCD TV</u>	BB11606505 22350 LC-80LE632U	\$3,999.99	Comp. \$3,999.99 Reg. \$4,499.99
	Availability: In Stock Catalog: Business			Save: \$500.00

1	<u>Sanus - Wall Mount for Most 37" - 84" Flat-Panel TVs - Extends 10-3/8" - Black</u>	BB12362708 66440 VLF410-B1	\$299.99	\$299.99
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Availability: Usually ships in 3 - 5 days
 Catalog: Business

1	<u>Sharp - HT-SB600 3.1 Speaker System - 400 W RMS</u>	BB12355992 22350 HTSB600	\$299.99	\$299.99
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Availability: Usually ships in 1 - 2 weeks
 Catalog: Business

1	<u>4YR LCD Commercial Geek Squad Protection</u>	BB11190950 6496073 1713208	\$549.99	\$549.99
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Availability: Usually ships in 3 - 5 days
 Catalog: Business

No

Notes:

$$\begin{array}{r}
 4729.95 \\
 - 461.03 \\
 \hline
 4268.92
 \end{array}$$

Product Total	\$5,149.96
Standard Delivery:	\$29.99
Custom Delivery:	\$90.00
Est. Tax	\$461.03
Tax exemption doesnt apply to any item	
Quote Total:	\$5,728.95

Total 4628.93

We will honor the prices on this quote through the expiration date noted above. Please know that rapid changes in our business from changes in technology to product availability prevent us from guaranteeing that all the items on this quote will be available for purchase in the future. In that case we promise to work with you to make changes or modifications to your order.

If you have any questions, please call Customer Support at 1-800-373-3050 Monday - Friday between 7:30 a.m. and 6:30 p.m. CST. [Place this Order online](#)

Thank you for partnering with Best Buy For Business. We appreciate your business and look forward to working with you again soon.

Sincerely,
James Kirkpatrick
Best Buy For Business
1-800-373-3050
BestBuyForBusiness.com

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**BUSINESS
ADVANTAGE
ACCOUNT**

Customer Number
Statement Number
Statement Date
Payment Terms
Page 1 of 1

16396
01639620130118
01/18/2013
30 Days

Erie County
Comptroller Office
95 Franklin St.
RM 1154
Buffalo NY 14202
United States

ACCOUNT INFORMATION

TOTAL OUTSTANDING FROM PREVIOUS B.I.I.S/INVOICES

Invoice Date	Invoice Number	PO Number	Original Due Date	Original Billed Amount	Late Fees Applied (Cumulative)	Open Billed Amount
08/28/2012	1073009	4500029596	12/13/2012	-\$113.07		-\$28.27
12/13/2012	1130873	4500031204	01/21/2013	\$599.98		\$599.98
12/13/2012	1141482	4500031204	01/28/2013	\$4,028.95		\$4,028.95
01/10/2013	1157514	4500031183	02/12/2013	\$86.36		\$86.36
01/14/2013	1161058	4500031029	02/15/2013	\$138.81		\$138.81
Total:						\$4,825.83

\$0.00	Current Activity Total
\$4,825.83	Total Account Balance

Account updates & billing inquiries may be submitted via our Best Buy Business Advantage Account website at <https://bestbuybusinessadvantageaccount.com> or call Customer Support at 800-201-4882
Send mail to 8650 College Boulevard, Overland Park, KS 66210 or Customer.Support@bbadvantage.com
For sales inquiries call 800-373-3050



**BUSINESS
ADVANTAGE
ACCOUNT**

Customer Number 16396
Invoice Number 1130873
Invoice Date 12/13/2012
Invoice Amount \$599.98
Account Number 605126*****9160
Page 3 of 3

Please send payments to:
Best Buy Business Advantage Account
PO Box 731247
Dallas, TX 75373-1247
USA

Amount Paid: _____

Erie County
Comptroller Office
95 Franklin St.
RM 1154
Buffalo NY 14202
United States

009720016776812132012 226584081

Bill To: Erie County Comptroller Office 95 Franklin St. RM 1154 Buffalo NY 14202 United States		Ship To: Richard Wydysch 95 FRANKLIN ST 14TH FL BUFFALO NY 14202 United States	
Invoice Number: 1130873	Account Number: 605126*****9160	Purchase Order Number: 4500031204	Reference Number: 009720016776812132012
Order Number: 226584081	Contract Number:	Project Number:	Location:

INVOICE DETAIL

Qty	SKU	Manufacturer Name	Manufacturer Number	Model	Description	Rate/Price	Extended Amount
1	BB12355992				Sharp - HT-SB600 3.1 Speaker	\$299.99	\$299.99
1	BB12362708				Sanus - Wall Mount for Most 37	\$299.99	\$299.99
Total							\$599.98

Product: \$599.98
Total: \$599.98

Stamp date
12/13/12
EJ2

51-291809

Account updates & billing inquiries may be submitted via our Best Buy Business Advantage Account website at <https://bestbuybusinessadvantageaccount.com> or call Customer Support at 800-201-4882
Send mail to 8650 College Boulevard, Overland Park, KS 66210 or Customer.Support@bbadvantage.com
For sales inquiries call 800-373-3050



**BUSINESS
ADVANTAGE
ACCOUNT**

116024

Customer Number 16396
Invoice Number 1141482
Invoice Date 12/13/2012
Invoice Amount \$4,028.95
Account Number 605126*****9160
Page 3 of 3

Please send payments to:
Best Buy Business Advantage Account
PO Box 731247
Dallas, TX 75373-1247
USA

Amount Paid: _____

Erie County
Comptroller Office
95 Franklin St.
RM 1154
Buffalo NY 14202
United States

009720016776812132012 226584081

Bill To: Erie County Comptroller Office 95 Franklin St. RM 1154 Buffalo NY 14202 United States		Ship To: Richard Wydysz 95 FRANKLIN ST 14TH FL BUFFALO NY 14202 United States	
Invoice Number: 1141482	Account Number: 605126*****9160	Purchase Order Number: 4500031204	Reference Number: 009720016776812132012
Order Number: 226584081	Contract Number:	Project Number:	Location:

INVOICE DETAIL

Qty	SKU	Manufacturer Name	Manufacturer Number	Model	Description	Rate/Price	Extended Amount
1	BB11606505				Sharp LC 80LE632U - 80" LED-	\$3,999.99	\$3,999.99
1					Shipping	\$28.96	\$28.96
Total							\$4,028.95

Product:	\$3,999.99
Shipping:	\$28.96
Total:	\$4,028.95

COMPTROLLER'S
RECEIVED
13 JAN -7 PM 1:33

51-292500
SUB DEBIT 51-292501

Account updates & billing inquiries may be submitted via our Best Buy Business Advantage Account website at <https://bestbuybusinessadvantageaccount.com> or call Customer Support at 800-201-4882
Send mail to 8650 College Boulevard, Overland Park, KS 66210 or Customer.Support@bbadvantage.com
For sales inquiries call 800-373-3050



Purch. - Itemized PO 4500031204 Created by Lorraine Kolb

Document Overview On Print Preview Messages Personal Setting

Purch. - Itemized PO 4500031204 Vendor 116024 EEST BUY FOR GOVT & Doc. date 12/11/2013

Item	Material	Short Text	PO Quantity	O. C. Deliv. Date	Net Price	Curr.	Per	O. Unit Group	Plant	Stor. Location
10	A	Video Package Includes	1 EA	D 12/19/2012	1,593.97 USD	1	1	EA	Television e. County of Erie	DPW-4106 S A
20	A	STANDARD DELIVERY	29.960 EA	D 12/19/2012	1.00 USD	1	1	EA	Television e. County of Erie	DPW-8LDGS B



Item [10] Video Package Includes

Delivery Schedule Delivery Invoice Conditions Account Assignment Purchase Order History Texts Delivery Address Confirmations Condition...

AccAssCat: Asset Distribution: Single account assignme... CoCode: County of Erie

Unloading Point: Recipient:

G/L Account: 191419

Business Area: 122

Asset: 41051429 *SAP asset #*

CO Area: 1000

Cost Center:

Order:

Cost Object:

WBS Element:

Fund: 110 Grant: NOT RELEVANT

Functional Area: 51490

Funds Center: 1222040



Display Asset: Master data

Asset values

Asset: 41031429 Sharp LC80LE632U TV w/Mount & Sharp Speakers
Class: 4109 LVA-M&E-Lab&Tech Ecp Company Code: 1000

General Time-dependent Allocations Origin Deprec. areas

General data

Description: Sharp LC80LE632U TV w/Mount & Sharp Speakers
SAP PO#: 4500031204

Asset man. no. text: Sharp LC80LE632U TV w/Mount & Sharp Speakers

Acct. determination: 4109 LVA-M&E-Lab&Tech Ecp

Serial number: C211423192

Inventory number: *by*

Quantity: 29.940 EA each

Manage historically

Inventory

Last inventory on: Include asset in inventory list

Inventory note:

Posting information

Capitalized on:	12/31/2012	Deactivation on:	<input type="text"/>
First acquisition on:	12/31/2012	Phd. retirement on:	<input type="text"/>
Acquisition year:	2012 012	Ordered on:	<input type="text"/>

Display Asset: Master data

Asset values

Asset 41031429 Sharp L060LE632U TV w/Mount & Sharp Speakers
Class 4109 LVA-M&E-Lab&Tech Ecp Company Code 1000

General Time dependent Allocations Origin Deprec. areas

Interval from 01/01/1900 to 12/31/9999

Business Area	122	Dept of Public Works
Cost Center	1222040	Building Maintenance
Resp. cost center	1222040	Building Maintenance
Plant	1000	County of Erie
Location	1760	Rath Building
Room	16THFLOOR	
License plate number	EXP. DATE 1/01/04	
Personnel Number	0	
Fund	110	General
Functional Area	51490	Public Works Adm'n.
Grant	NOT RELEVANT	Not Relevant
Funds Center	1222040	Build. Maint. Repair

More Intervals

Line	Fiscal Year	Effective On	Entity Code	Line	Version	Doc. Type	Program	Fund	Budget Type	Obj	Subj	Dist	Amount, DC	Program	Account	Funding Prog	Notes
1	2012	12/15/2011	1130000088	000000	0	0001	Enter	2012	General Budget Type	110	12220	561410	5,000.00	HOTRELEVANT	HOT RELEVANT		
1	2012	09/02/2012	1130000122	000002	0	0001	Recur	2012	General Budget Type	110	12220	561410	5,000.00	HOTRELEVANT	HOT RELEVANT	BA DC	
1	2012	11/29/2012	1130000236	000002	0	0001	Recur	2012	General Budget Type	110	12220	561410	3,500.00	HOTRELEVANT	HOT RELEVANT	BA DC	
1	2012	12/01/2012	1130000644	000002	0	0001	Recur	2012	General Budget Type	110	12220	561410	48.00	HOTRELEVANT	HOT RELEVANT	BA DC	
1	2012	01/15/2013	1130000931	000002	0	0001	Recur	2012	General Budget Type	110	12220	561410	15,000.00	HOTRELEVANT	HOT RELEVANT	Comm 208 20; 12/20/12	
1	2012	06/20/2012	1130000464	000011	0	0001	Recur	2012	General Budget Type	110	12220	561410	0.00	HOTRELEVANT	HOT RELEVANT	monthly adj Qtr	
													39,848.00				

5 1794
 6 1450
 5-6 2812
 5-6 2245
 8 8406
 8 19
 9 1794
 9 14848
 10219

5/2 6300
 11/29 3500
 14800
 48
 14848

Display Material Document 5000321272 - Jim Dziekan

Show Overview | Hold | Check | Post | Help

Display Material Document 5000321272 2012

General Vendor Doc info

Entered By: Tina Ruffin 658-75927592 F1 Documents
Created On: 12/31/2012 08:53:37
Transaction Code: Goods Movement MIGO_GR

Line	Mat. Short Text	Qty in Unit	E. SLoc	Bu. Asset	So. Batch	Valuation	M. D Stock Type	Plnt
1	Video Package Includes	1	EA	122 41001429	0		101 + Distr. Restr.	Country
2	STANDARD DELIVERY	28.960	EA	122 41001629	0		101 + Distr. Restr.	Country

Navigation icons: back, forward, search, print, etc.

Material Quantity Where Purchase Order Data Partner Account Assignment

Purchase Order: 4500031204 10
Item Category: Standard
Requisitioner: Rick Vandysh
 Del. for Mat. Doc. Item
 Del. Compl. Ind. PO Item

Prints Window Contents Line 1



Vendor Line Item Display

Vendor 116024
 Company Code 1000
 Name BEST BUY FOR GOV'T & EDUCATION
 City DALLAS

St	Assignment	DocumentNo	Type	Doc. Date	% DD	Amount in local cur.	LCurr	Cling doc.	Text
<input type="checkbox"/>	<input checked="" type="checkbox"/> 1130873	5100291809	RN	12/13/2012		599.98-	USD	2000483997	*P04500031204
<input type="checkbox"/>	<input checked="" type="checkbox"/> 1141402	5100292501	RN	12/13/2012		3,999.99-	USD	2000486105	*P04500031204
<input type="checkbox"/>	<input checked="" type="checkbox"/> 1141482F	5100292500	RN	12/13/2012		28.96-	USD	2000486185	*P04500031204
<input type="checkbox"/>		2000483997	ZP	01/11/2013		599.98	USD	2000483997	
<input type="checkbox"/>		2000486185	ZP	01/18/2013		4,028.95	USD	2000486185	
						0.00	USD		

Prints Window Contents



PRD (1) 100 r3rdap2 OVR

Display Purchase Req. 10045567

Document Overview On Personal Setting

Regular Requisition 10045567

Texts

Header note	<input checked="" type="checkbox"/>	Per Quote #226564081
Continuous-text...		

Default Values

St...	Item A	I	Material	Short Text	Quantity	Unit	C	Delivery Date	Matl Group	Plant	Stor. Loc.	PGr	Requisnr	Tracking
	10	A		Video Package Includes	1	EA	D	11/27/2012	Television e	County of Erie	DPW-BLD	005	Rick Wydy	
	20	K		Sanus Wall Mount For 37"	1	EA	D	11/27/2012	Television S	County of Erie	DPW-BLD	005	Rick Wydy	
	30	K		Sharp HT-58600 3.1 Spe	1	EA	D	11/27/2012	Television S	County of Erie	DPW-BLD	005	Rick Wydy	

Item [10] Video Package Includes

Material Data Quantities/Dates Valuation Account Assignment Source of Supply Status Contact Person Release strategy

Material Short Text Video Package Includes

Material Group 640 Television equip-005

Vendor Mat.

Prints Window Contents



Display Purchase Req. 10045567

Document Overview On Personal Setting

Regular Requisition 10045567

Header

Default Values

St.	Item A	I	Material	Short Text	Quantity	Unit	C	Delivery Date	Matl Group	Plant	Stor. Loc.	PG	Requisnr	Tracking
	10	A		Video Package Includes	1	EA	D	11/27/2012	Television e	County of Erie	DPW-BLD	005	Rick Wydy	
	20	K		Sanus Wall Mount For 37"	1	EA	D	11/27/2012	Television S	County of Erie	DPW-BLD	005	Rick Wydy	
	30	K		Sharp HT-SB600 3.1 Spe	1	EA	D	11/27/2012	Television S	County of Erie	DPW-BLD	005	Rick Wydy	

Item [10] Video Package Includes

Valuation Account Assignment Source of Supply Status Contact Person Release strategy Texts Delivery Address

G/L Account 191419
 Business Area 122
 Asset 41091629 0
 CO Area 1000
 Cost Center
 Order
 Cost Object
 WBS Element
 Fund 110 Grant NOT RELEVANT
 Functional Area 51490
 Funds Center 1222040
 Commitment Item 561410

Prints Window Contents



BUY ONLINE ITEM(S)



Sharp 80" Aquos® LED Smart TV - LC80LE632

\$3999.99

Sold by Sears

Why is this price different?

Qty.1

Merchandise Subtotal: \$3999.99

Delivery FREE

Estimated Pre-Tax Total \$3999.99

Points Dollar Value

You redeemed

Sears credit:

Total applied to
your order:

Estimated Sales Tax \$350.00

Total Savings \$69.99

Total \$4349.99

RESOLVED, that the Comptroller's Office be authorized to make payment for all the above from SAP project account, A.12003 - 2012-Countywide Code & Environmental Compliance, in amount not to exceed \$135,000.00; and be it further

RESOLVED, that two certified copies of this resolution be sent to the Department of Public Works, Commissioner's Office, and one copy each to the County Executive; the Office of the Comptroller; the Division of Budget and Management.
(5-0)

7. COMM. 20E-20 (2012)
COUNTY EXECUTIVE

WHEREAS, the Department of Public Works intends to purchase cleaning equipment in order to maintain the cleanliness of County-owned buildings; and

WHEREAS, Business Area 122, Account 50561410 Lab and Technical Equipment, is underfunded by \$15,000 in the 2012 operations budget; and

WHEREAS, funding for the equipment is available in Business Area 122, Account 506200 Maintenance and Repair, in the 2012 operations budget; and

WHEREAS, a transfer of funds in the amount of \$15,000 will remedy the funding shortfall and allow for the purchase of the needed cleaning equipment.

NOW, THEREFORE, BE IT

RESOLVED, that the following budget amendments are hereby authorized in the 2012 current budget, Department of Public Works, Business Area 122, Fund 110, Cost Center 12220

Account	Description	CURRENT BUDGET	INCREASE/ DECREASE	REVISED BUDGET
506200	Maintenance & Repair	\$ 736,732	(\$15,000)	\$721,732
561410	Lab & Tech Equip	<u>\$11,300</u>	<u>\$15,000</u>	<u>\$26,300</u>
TOTAL REVENUES		<u>\$748,032</u>	<u>\$0</u>	<u>\$748,032</u>

and be it further

RESOLVED, that certified copies of this resolution be forwarded to the County Executive, the Office of the Comptroller, the Division of Budget and Management, and the Department of Public Works.
(5-0)



PROTECTION
FROM

GEEK SQUAD PROTECTION: COMMERCIAL

This is a legal contract (hereinafter referred to as the "Plan"). By purchasing it, you understand that it is a legal contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This Plan and your purchase receipt, containing the effective date and expiration date of your Plan, and the product purchase identification constitute the entire agreement between you and us.

Definitions. Throughout this Protection Plan ("Plan") the words "we," "us" and "our" refer to Chartis WarrantyGuard, Inc. ("CWG"), the Obligor of this Plan except in Oklahoma, and the Administrator of this Plan. CWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606-6613, telephone 1-800-250-3819. In Florida, the company obligated under the Plan is NEW HAMPSHIRE INSURANCE COMPANY, whose address is 180 Maiden Lane, 25th Floor, New York, NY 10038, telephone 1-800-250-3819. "Best Buy" refers to Best Buy Stores, L.P. "Magnolia" refers to Magnolia Hi-Fi, Inc. The words "you" and "your" refer to the purchaser of this Plan.

A. Geek Squad Protection (GSP) - Plan Coverage.

- This Plan covers parts and labor costs to repair your product in the event your product fails to properly operate due to:
 1. Defects in materials or workmanship;
 2. Normal wear and tear;
 3. Dust, internal overheating, internal humidity/condensation;
 4. Power surge/fluctuation;
 5. Defective pixels for those products that have a pixel-based display. Pixel repair will be based upon three (3) defective pixels throughout the entire display area;
 6. Repair of image burn-in for all screens regardless of product category.
- Your coverage under this Plan is effective beginning on the date you purchase your product or on the date your original product was delivered to you as stated on your purchase receipt and will expire either one (1), two (2), three (3), four (4) or five (5) years from this effective date depending on the length of Plan you purchased. This Plan is inclusive of your product's manufacturer's warranty; it does not replace your product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Plan during the term of the manufacturer's warranty.
- Parts and services covered under the manufacturer's warranty during the manufacturer's warranty period or are the subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Plan.
- After the manufacturer's warranty expires, this Plan continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within these terms and conditions.
- If we determine, at our sole discretion, that your product cannot be repaired, we will replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.
- Our obligations under this Plan will be fulfilled in their entirety if your product is replaced at a point in time when your product is no longer covered under the product's manufacturer's warranty.
- Technological advances may result in a replacement product with a lower selling price than the original product.
- Replacement parts or products may be new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. Our obligations under this Plan will be fulfilled in their entirety if we replace your product with a new or refurbished product or issue you a voucher or gift card for replacement value of your product pursuant to these terms and conditions.
- Parts replaced under the terms and conditions of this Plan become the sole property of CWG/Best Buy/Magnolia except where prohibited by law.
- If your original product was delivered and/or installed by Best Buy or Geek Squad as stated on the same purchase receipt as the one provided through the purchase of this Plan, and you receive a replacement product pursuant to these terms and conditions or it is necessary for us to remove your product for it to be serviced, we will cover the delivery and installation costs for your replacement

product or serviced product exclusive of any and all parts such as mounting brackets, kits, etc. that may be needed to complete the installation.

- We will provide you with remote control coverage on a carry-in basis for all products that come standard with a manufacturer's remote control.
 - We will provide you with a one-time remote control repair or replacement, when the original manufacturer's remote control is defective as determined by us, in our sole discretion. We may require you to return your original defective remote control to us to receive a replacement.
 - If the original manufacturer's remote is no longer available, we will provide you with a suitable/comparable replacement remote.
- Phone/Web support –
 - To receive phone assistance, call 1-800 GEEK SQUAD
 - Phone assistance for your covered products includes: Answers to questions regarding product use, diagnosis of issues and recommendation of repair options, explanation of Geek Squad Protection Plans, coverage and claims.
 - To receive online assistance visit: www.GEEKSQUAD.com. Online agents will provide service on select products or provide direction on how to receive service.
- If you are purchasing this plan on a product that was not originally purchased at Best Buy or its affiliates, then the product must:
 - Have been purchased within the last 30 days.
 - Be covered under a current manufacturer's warranty.
 - Be in new condition.
 - Be in working order.

You will be required to show proof of purchase of your product to be considered for coverage, solely at our discretion. Not all products qualify.

B. Geek Squad Protection (GSP) – Product Specific Repair Coverage.

Specific coverages are provided to you under this Plan for the following products and are in addition to the coverages as stated within Section A. Coverage:

1. Flat Panel Televisions

- Recalibration is provided on applicable televisions. This benefit only applies if you have purchased TV calibration from Best Buy on the same receipt as this Plan.
 - It is your responsibility to schedule the re-calibration after the completion of a qualified repair by calling 1-800 GEESQUAD. This benefit also applies if the product is replaced under the term of this Plan by calling 1-800 GEEKSQUAD.
- One-time 3-D glasses repair or replacement, when the original manufacturer's 3-D glasses that are packaged inside the TV box are defective as determined by us, in our sole discretion. You may be required to return your original defective 3-D glasses to us to receive a replacement.
- Removal and reinstallation of your television in the same location for service purposes provided that the television was delivered and/or installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider or a Geek Squad Installation Technician as stated on the same purchase receipt as the purchase of this Plan.

2. Car Electronic Products

- Coverage for blown speaker components for car stereo speakers as a result of normal usage. Intentional abuse or misuse of your stereo that results in blown speaker components will result in denial of your claim for coverage.
- Removal and installation of your car audio product in the same vehicle for service purposes provided that the product was installed by a Geek Squad Auto Technician as stated on the same purchase receipt as the purchase of this Plan.

3. Gaming Consoles

- Accessory replacements are limited to one like item per Plan term and these products may be mailed to you. You may be required to return your defective accessory to us to receive a replacement.

4. Appliances

- In addition to the coverages for the products specifically listed in this subsection, this Plan also provides for the removal and installation of an appliance in the same location for service purposes provided that the appliance was delivered and/or installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider, or a Geek Squad Installation Technician as stated on the same purchase receipt as the purchase of this Plan.
- **Top/Front-Loading Conventional Washers**
 - Parts coverage to repair the transmission or drive motor will be covered for a period after the expiration of the manufacturer's warranty according to the plan term you purchased with a maximum combined coverage limit of ten (10) years.
- **Refrigerators and Freezers**
 - Parts coverage to repair the compressor will be covered for a period after the expiration of the manufacturer's warranty according to the plan term you purchased with a maximum combined coverage limit of ten (10) years. Up to a \$200 reimbursement for food spoilage due to a covered product failure.
 - You are required to complete and submit a claim form. This form provides space to itemize each food spoilage reimbursement claim. Along with this form please include copies of the work order and original Best Buy sales receipt and either:

Fax to:
952-430-7852

Or mail to:
Geek Squad Protection Reimbursements
7601 Penn Ave South
Richfield, MN 55423
ATTN: Reimbursements C8

- The Food Spoilage Reimbursement Claim form can be found at:
www.geekssquad.com/GSPFoodSpoilage

- You are entitled to one food spoilage reimbursement per covered product failure event.

5. Home/Office Theater Products (purchased at Best Buy or Magnolia Home Theater)

- One (1) bulb replacement for DLP, Projection LCD TVs and Home/Office Theater Projectors of your original bulb during the term of this Plan.
- Preventative maintenance checks are limited to projection televisions and are limited to one (1) per Plan year.
- Home speakers and subwoofers (powered and non-powered) will be covered for a period after the expiration of the manufacturer's warranty according to the plan term you purchased with a maximum combined coverage limit of ten (10) years.
- Coverage for blown home/office speaker components as a result of normal usage. Intentional abuse or misuse of your home office system that results in blown speaker components will result in denial of your claim for coverage.
- Removal and reinstallation of your home/office theater system for service purposes if your original product was delivered and/or installed by Best Buy or Geek Squad as stated on the same purchase receipt as the purchase of this Plan.

- 6. Portable Products: Contract and Non-Contract Phones, Tablets, iPads, MP3 Players, iPods, Notebooks, Netbooks, eReaders, Camcorders & Digital Cameras**
- One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by us, and at our sole discretion. We may require you to return your original defective battery to us to receive a replacement battery.
 - Repair or replacement, in our sole discretion, of chargers, cradles and accessories that were included with your product at the time of purchase; these products may be mailed to you and are limited to one like item per Plan term.
 - If you are paying for your Plan on a monthly basis, your account must be current to receive service.

C. Accidental Damage from Handling Coverage (ADH).

- ADH Coverage is only available for the following products: laptop computers, netbooks, e-readers, digital cameras, digital camcorders, lenses & flashes, Tablets, iPads, MP3 players, iPods, GPS units, portable video game devices, contract phones, and portable DVD players.
- If you purchase ADH Coverage, this Plan will include the coverages listed in Section A.
- ADH Coverage will provide coverage for parts and labor costs to repair your product as a result of damage to your product that is the result of an unexpected and unintentional external event (drops and spills) that arise from your normal daily usage of the product as the manufacturer intended.
- If your product has been replaced pursuant to this ADH Coverage provision, the Plan has been fulfilled in its entirety.
- ADH Exclusions: units that fall from elevated heights such as decks, balconies, or out of windows, units that have been run over or that fall from moving vehicles, damage from liquid immersion/submersion or any other secondary damage or using the product in a manner the manufacturer did not intend is not covered.
- ADH Coverage expires one (1), two (2), or three (3) years from the original product purchase date as stated on your purchase receipt. If we determine in our sole discretion that your product cannot be repaired, we will replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.

D. ViSpy Coverage.

- Vi-Spy Coverage is only available for netbooks, laptop and desktop computers that have a current anti-virus and/or anti-spyware protection installed.
- A Geek Squad technician must verify that your computer is performing to factory specifications and is free of viruses and spyware to qualify for Vi-Spy Coverage.
- Vi-Spy Coverage will provide coverage for parts and labor costs to repair your computer as a result of damage caused by viruses and/or spyware. You are responsible to provide the operating system restore disk(s) and to maintain the anti-virus and anti-spyware protection software installed on your computer at all times.
- You must ensure that your computer maintains the most current updates, patches and other required security downloads as recommended by the manufacturer. Failure to do so may result in a claim for service being denied.
- Vi-Spy Coverage will be considered fulfilled in its entirety when the virus and/or spy-ware is removed from your computer and your computer is restored and able to operate in a functional non-infected manner, or we issue you a refund for the Vi-Spy Coverage as stated herein.
- In the event we are unable to remove the virus and/or spyware from your computer we will issue you a refund in the form of a gift card or voucher equal to the price you paid for the Vi-Spy Coverage plus applicable sales tax. The No Lemon Policy does not apply to damage caused by virus and/or spyware.

E. No Lemon Policy.

- After two (2) qualified service repairs have been completed on an individual product and that individual product requires a third (3rd) qualified repair, as determined by us, we will replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.

- Replacement products may be new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. Technological advances may result in a replacement product with a lower selling price than the original product.
- For clearance, open-box and other products originally purchased at a discount, we reserve the right to issue a gift card or voucher for the current purchase price plus tax of a comparable product.
- The original product and purchase receipts must be returned to Best Buy along with authorized service repair receipts from two (2) separate completed service repairs to qualify. One (1) service request number, requiring functional part(s) repair/replacement or technician required adjustment is the equivalent of one (1) repair.
- Accidental Damage from Handling (ADH) repairs do not qualify towards the No Lemon benefit.
- Keep your service receipts! Copies of service receipts cannot be provided by us.
- Preventative maintenance checks, consumer requested alignments, bulb replacements, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, remote controls, gaming controllers, ice makers, computer keyboards & speakers, headphones or ear buds, 3D glasses, all rechargeable batteries, mouse repairs/replacements, computer software related problems, virus and/or spyware damage/removal, no fault found diagnosis and repairs done outside the U.S.A. are not considered repairs for the purposes of the No Lemon Policy.
- This benefit does not apply to Renewal Plans.

F. Exclusions to Coverage.

This Plan does not cover:

- Damage to your product caused by accident (unless you have purchased the optional ADH Coverage and it's a covered event), abuse, neglect, intentional physical damage, misuse (including faulty installation, repair, or maintenance by anyone other than an authorized service provider), unauthorized modification, viruses and/or spyware (unless you have the Vi-Spy Coverage), performance failures due to not maintaining firmware updates, extreme environment (including extreme temperature or humidity), external condensation, immersion/submersion in liquid (e.g. pool, bathtub, etc.), lightning, fire, flood, insect infestation, rodents, war, terrorism, computer software related failures, Acts of God or other external causes.
- Products that have been lost or stolen (this Plan only covers products that are returned to us in their entirety); cosmetic damage to your product including but not limited to scratches, dents and broken plastic on parts, that does not otherwise affect its functionality or materially impair your use.
- Products with a serial number that has been altered, defaced or removed; problems caused by a device that is not your product, including equipment purchased at the same time as your product; controllers, consumable parts, such as batteries, unless expressly provided for herein; damage to, or loss of any software or data residing or recorded in your product (when providing repair or replacement service, we will use reasonable efforts to reinstall your product's original software configuration and subsequent update releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not originally included in your product).
- Failures or parts and/or labor costs incurred as a result of a manufacturer's recall; fees or costs related to third-party contracts, consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, "no problem found" diagnoses, or failures that occurred prior to the purchase of this Plan.
- Damage to your gaming console due to software related issues.
- Personal items left in the product (you are responsible for removing all personal items from the product before service is performed); parts and services covered under your product's manufacturer's warranty; remote control reprogramming; damage due to contact with any human or animal bodily fluids, or secondary damages.
- This Plan excludes products that are not listed on this Plan, including products attached to the covered product, such as components or add-on accessories.
- ADH Exclusions: units that fall from elevated heights such as decks, balconies, or out of windows, units that have been run over or that fall from moving vehicles, damage from liquid immersion/submersion or any other secondary damage or using the product in a manner the manufacturer did not intend is not covered.

G. Obtaining Repair or Replacement Service.

- To obtain/initiate service under this Plan, you can access/schedule/check on your repair status at www.geeksquad.com or call 1-800-GEEKSQUAD, 24 hours a day, 7 days a week. During this call we will include a fault diagnosis to clarify the problem prior to scheduling any in-home service. Service performed on-site will be done during regular business hours and is at our discretion.
- If you have purchased a Plan which provides for in-home/on-site service you will need to arrange for factory authorized in-home/on-site service on major appliances, applicable air conditioners, over the range microwaves, and large TVs current with the manufacturer's guidelines for in-home/on-site service. We will include a fault diagnosis during this call to clarify the problem prior to scheduling any in-home/on-site service. You are responsible for delivering and picking up your product for carry-in service.
- Repairs or replacements will be performed at our discretion by a Best Buy service center or authorized third party service provider.
- In some cases, you may be required to ship your product for repair at our cost. Be sure you have the original purchase receipt or exchange receipt available so that your claim can be processed.
- Replacement parts utilized for repair service will be, at our sole discretion, new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the product.
- If we determine in our sole discretion, that your product cannot be repaired, we will replace it with a new or refurbished product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our sole discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.
- You have up to ninety (90) days from the date of our authorization or before the Plan expires, whichever comes first for you to complete your product replacement transaction. Technological advances may result in a replacement product with a lower selling price than the original product.
- In some situations, product replacements will be fulfilled by replacing a defective component of the product such as a power supply or earbuds if such components were originally included with your product; these products may be mailed to you and are limited to one like item per Plan term.
- We may require you to secure your replacement product or part with a credit card number until we receive the defective product or part from you. If we do not receive your defective product or part, your credit card may be charged the value of the replacement product or part.
- You must provide a safe, non-threatening environment for our technicians to receive service. Service may be denied if the environment is deemed unsafe at our discretion. Some products may need to be removed from the home to be repaired.
- If you are paying for this Plan on a monthly basis, your payments must be current to receive any services under this Plan.
- A service order disclaimer must be signed to obtain repairs. This service order disclaimer does not form a part of this Plan and is a separate legal document. Please refer to the service order disclaimer as additional terms/conditions may apply.
- We may charge you a diagnosis fee to determine the cause of the product failure. If it is determined that the cause of the product failure is covered under either the manufacturer's warranty or these terms and conditions, we will refund you the diagnosis fee.

H. Availability of Services.

While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

I. Purchaser Records.

You must have this Plan and all original purchase/exchange/service receipts to receive service under this Plan.

J. Web/Customer Service Portal.

You may access www.geeksquad.com/protection-plans/ to view your Plan for self help/troubleshooting, review tips and general questions.

K. Limits of Liability.

For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) replacement with a new or refurbished product of like kind and quality that is of comparable performance, or (3) reimbursement for authorized repairs or replacement. The total liability under this Plan is the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes. Technological advances may result in a replacement product with a lower selling price than the original product. In the event that the total of all authorized repairs exceeds the current market value of the product or we replace the product, we shall have satisfied all obligations owed under the Plan.

L. Renewable.

- This Plan may be renewed at our discretion. If renewed, the renewal price may vary based on the age, condition of the product, and current service costs at the time of the renewal.
- **SOME PLANS WILL AUTOMATICALLY RENEW UNLESS THIS PLAN IS CANCELLED AS SET FORTH IN SECTION O – CANCELLATION.** A renewal reminder will be provided prior to the expiration of the Plan. Call 1-888-Best Buy for more information.

M. Transferable.

This Plan is transferable to another owner for the product identified by the serial number on this Plan. There are no restrictions to transfer your Plan provided your Plan is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts or exchange receipts, must be transferred to the new owner. Call 1-800-GEEKSQUAD or visit your nearest Best Buy store.

N. No Deductibles.

There are no deductibles under this Plan.

O. Cancellation.

There are no fees to cancel this Plan. This Plan will be cancelled by us for fraud, material misrepresentation, unsafe work environment/conditions as determined by us, or nonpayment of the monthly Plan fee if you have purchased a monthly bill Plan. In the event of cancellation by us, written notice of cancellation will be mailed or emailed to you not less than thirty (30) days before the cancellation is effective. If we cancel this Plan, you will receive a pro-rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided. You may cancel this Plan at any time for any reason by cancelling at a store, by calling 1-800-GEEKSQUAD, or by sending a notice of cancellation to us. If you cancel within thirty (30) days of your Plan's purchase or receipt of this Plan, whichever occurs later, you will receive a full refund of the price paid for the Plan less the value of any service provided to you under this Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided. If you have purchased a monthly bill Plan and you cancel more than thirty (30) days after your receipt of this Plan, you will continue to be covered for the 30 day period from your final monthly payment since you paid 30 days in advance. Your contract will be cancelled on the next billing date. For the monthly bill plan it may take up to sixty (60) days for the cancellation to be reflected on your credit card statement.

Mail cancellation request along with this document and all original receipts to:

CWG
Geek Squad Protection - Commercial
P.O. Box 9312
Minneapolis, MN 55440-9312
ATTN: Cancellations

P. Insurance Securing This Plan.

This Plan is not a contract of insurance. If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, OK, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, or WY, this Plan is secured by a contractual liability

or reimbursement insurance policy provided by Illinois National Insurance Company, 180 Maiden Lane, 25th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

If you reside in any of the following states: AR, CA, MS, NY, NC, or VA, this Plan is secured by a contractual liability or reimbursement insurance policy provided by New Hampshire Insurance Company, 180 Maiden Lane, 25th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

Q. STATE VARIATIONS

The following state variations shall control if inconsistent with any other terms and conditions:

CALIFORNIA RESIDENTS: National Electronics Warranty Corporation ("NEW") is the administrator. NEW can be contacted at: P.O. Box 1543, Ashburn, Virginia, 20146-1543.

CONNECTICUT RESIDENTS: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

GEORGIA RESIDENTS: This Plan shall be noncancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. The "General Exclusions" section of this Plan is revised to reflect that incidental or consequential damages or pre-existing conditions known to you or reasonably should have been known to you are excluded. English is the preferred language.

UTAH RESIDENTS: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the plan cancellation.

WISCONSIN RESIDENTS: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be canceled due to unauthorized repair of the covered equipment unless we are prejudiced by your failure to obtain such authorization. We will not exclude unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If you cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

TRANSFER OF OWNERSHIP

Call 1-800-GEEKSQUAD or bring to your local Best Buy Store

Date of Transfer (_____ / _____ / _____)

Name of Original Owner:

Name of New Owner:

New Owner's Address:

New Owner's Phone Number:

New Owner's email address:

Original Owner's Signature:

New Owner's Signature:

We the above signers hereby acknowledge the transfer of this Plan.

Commercial GS Protection Form = 111445 (08/12)