

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

**Contract # R171001**

*for*

Total Cloud Solutions

*with*

**CDW Government LLC**

Effective: October 1, 2017

The following documents comprise the executed contract between the Region 4 Education Service Center and CDW Government LLC effective October 1, 2017:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



# Tab 1 – Entire Vendor Contract & Signature Form

## **APPENDIX A**

### **VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of August 22, 2017, by and between CDW Government LLC and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Total Cloud Solutions**.*

#### **RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, 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 will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

#### **ARTICLE 1- GENERAL TERMS AND CONDITIONS**

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
  - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per Region 4 Contract # R\_\_\_\_\_**."
  - Vendor delivers goods/services directly to the participating agency.
  - Awarded vendor invoices the participating agency directly.

- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## **ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

## **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

## **ARTICLE 4- FORMATION OF CONTRACT**

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **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.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **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 simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **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:
- Special terms and conditions
  - General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.8 **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9 **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

## **ARTICLE 5- TERMINATION OF CONTRACT**

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or 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 and/or material that 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 and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
  - vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

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 become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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.

5.5 **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. Vendor may be requested to provide additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor 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 of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

## **ARTICLE 8- BILLING AND REPORTING**

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10<sup>th</sup> day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC’s sole discretion.

## **ARTICLE 9- PRICING**

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.



- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense 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 manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor'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 accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10<sup>th</sup> day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

## **ARTICLE 10- PRICING AUDIT**

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC

shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities 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 to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor'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 or TCPN.

## **ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS**

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor 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.
- 11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. 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.
- 11.4 **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.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **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.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that 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. Vendor

agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor 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.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

### **ARTICLE 13- MISCELLANEOUS**

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing 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 the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

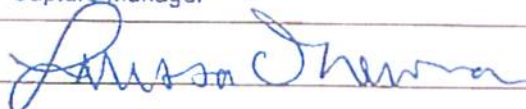
The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. 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 vendor. Offeror are 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.

After completion of award, these documents will be available for public inspection.

### VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days from date of contract award

Company name CDW Government LLC  
Address 230 N. Milwaukee Ave.  
City/State/Zip Vernon Hills, IL 60061  
Telephone No. 312.547.2453 (John Moss, Proposal Writer)  
Fax No. 312.705.7653  
Email address johnmos@cdw.com (John Moss Proposal Writer)  
Printed name Larissa O. Newman  
Position with company Capture Manager  
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract October 1, 2017 to September 30, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

  
Region 4 ESC Authorized Board Member

8/22/2017  
Date

Amy Reyes  
Print Name

  
Region 4 ESC Authorized Board Member

8/22/17  
Date

Rick Peebles  
Print Name

Region 4 Contract Number R171001

## Appendix D:

### **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

#### **Check one of the following responses to the General Terms and Conditions:**

**D** We take no exceptions/deviations to the general terms and conditions

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

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

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
Section XVII. Page 11	Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.  Submissions may be rejected for failing to submit samples as requested.	Upon request, samples shall be furnished, <del>free of cost, within seven (7) days</del> after receiving notice of such request. <del>Samples must be returned after thirty (30) day trial period or Offeror shall charge for such sample.</del> By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements. Submissions may be rejected for failing to submit samples as requested.	<b>YES</b>

Section XXXII, Page 14	Limitation of Liability (Additional Language)	NEITHER OFFERER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY OFFERER OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF OFFERER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY TCPN OR PARTICIPATING MEMBERS FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00.)	<b>YES</b>
Section 3.3 Page 16	Offeror's Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.	CDW•G seeks the following alternate language for this first section: Subject to applicable law and competitive market consideration, Offeror represents that it will use reasonable commercial efforts to offer prices for products herein that are competitive with the prices offered by Offeror to other similarly situated customers under the same terms and conditions for purchase of a comparable volume of the same products from Offeror.	<b>YES</b>

Section 4.7 Page 17	<p>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:</p> <ul style="list-style-type: none"> <li>• Special terms and conditions</li> <li>• General terms and conditions</li> <li>• Specifications and scope of work</li> <li>• Attachments and exhibits</li> <li>• Documents referenced or included in the solicitation</li> </ul>	<p>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:</p> <ul style="list-style-type: none"> <li>• <u>The mutually agreed upon exceptions</u></li> <li>• Special terms and conditions</li> <li>• General terms and conditions</li> <li>• Specifications and scope of work</li> <li>• Attachments and exhibits</li> <li>• Documents referenced or included in the solicitation</li> </ul>	<b>YES</b>
Section 5.2 Page 18	<p>Termination for Cause: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.</p>	<p>CDW•G seeks the following alternate language: Either party may terminate this Agreement for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will have thirty (30) days to remedy its performance. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination.</p>	<b>YES</b>



Section 7.1 Delivery	<p>Delivery: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.</p>	<p>CDW•G seeks the following alternate language: Due to the nature of this RFP as a cloud solution response , there will be minimal amount of hardware shipped; however, Offeror can agree to send licenses in a timely manner.</p>	<b>YES</b>
Section 8.4 Reporting	<p>Reporting: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month.</p> <p>Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.</p>	<p>The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month.</p> <p>Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the <u>10<sup>th</sup></u> day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.</p>	<b>YES</b>

<p>Section 9.6 Page 20</p>	<p>Administrative Fees: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.</p> <p>The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").</p> <p>Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.</p>	<p>Administrative Fees: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor. The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of <del>32</del>% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").</p> <p>Administrative fee payments are <del>due to accompany the contract monthly sales report</del> by the <del>45</del>10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.</p>	<p><b>YES</b> <b>but with the following change below:</b></p> <p><b>Administrative fee payments are due by the 45th day after the applicable month (e.g. reports for June are due August 14), in the amount....</b></p>
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Section 10.1 Page 20 & Page 21	<p>Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense.</p> <p>Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor'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 or TCPN.</p>	<p>Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense <u>no more than one (1) time per twelve (12) month period at a time and place mutually agreed upon by the parties during normal business hours.</u></p> <p><del>Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense.</del> Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. <u>Third parties performing audits must sign the Vendor's standard non-disclosure agreement.</u> In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.</p>	YES
Section 11.6 Page 21	<p>11.6 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.</p>	<p>Warranty conditions: All supplies <u>and</u>; <del>equipment and services</del> shall include manufacturer's minimum standard warranty and <u>which may or may not include a one</u> (1) year labor warranty unless otherwise agreed to in writing.</p>	YES

<p>Section 13.3 Page 22</p>	<p>Indemnity: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.</p>	<p>CDW•G seeks the following alternate language: Vendor shall defend the harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents other party and the other party's officers, directors and employees (each, an "Indemnified Party") from and against any claims, demands, actions, lawsuits, and proceedings asserted or made against the Indemnified Party (each, a "Claim") and shall indemnify and hold harmless the Indemnified Party from and against any loss, damage, cost, and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or included as part of a final settlement to the extent that the Claim is proximately caused by the gross negligence or willful misconduct of the Indemnifying Party during the performance of the Services and that the Claim arises either from an action brought by an unaffiliated third party for death or personal physical injury, or from damage to tangible personal property suffered or incurred by the Indemnified Party. Claims do not include any damages or liability that are otherwise excluded from this Agreement or that arise from the good(s) or software or from the data processed thereby. The obligation of the Vendor Indemnifying Party under this Section is contingent upon the Indemnified Party providing the Indemnifying Party with: (i) sole authority in any Claim's defense or settlement; (ii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense; and (iii) prompt written notice of and description of each Claim; provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party Vendor of its obligations only if and to the extent that the Indemnifying Party Vendor is materially prejudiced by such delay. In no event shall the Indemnifying Party Vendor settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party.</p>	<p><b>YES</b></p>
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Section 13.9 p. 24	Adding: Customer Service Order form:	CDW•G seeks the following add the following language: With regard to third party cloud computing and storage services, the Third Party Cloud Computing and Storage Services, as set forth in Attachment A shall govern. Vendor is a rebiller only and has no control over the delivery of the cloud computing and storage services.	<b>YES</b>
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## **Attachment A**

### **Third Party Cloud Computing and Storage Services**

#### Definition

"Personal Data" means data which relate to a living individual who can be identified (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the controller, and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

#### Cloud Services

Participating Agency acknowledges that it is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions or such other terms as agreed upon by Participating Agency and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, Participating Agency shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the Participating Agency and Participating Agency will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services.

#### Warranties

Participating Agency acknowledges that Vendor is not the provider of the Cloud Services purchased by Participating Agency hereunder and the only warranties offered are those of the Cloud Service Provider, not Vendor. In purchasing the Cloud Services, Participating Agency relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only.

Participating Agency further acknowledges and agrees that Vendor makes no representations, warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Participating Agency shall indemnify, defend and hold Vendor, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Cloud Services. Participating Agency further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the Cloud Services, in high risk environments.

SUBJECT TO APPLICABLE LAW, VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE CLOUD SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE CLOUD SERVICES. FURTHERMORE, VENDOR DOES OT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET PARTICIPATING AGENCY'S REQUIREMENTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY CLOUD SERVICE PROVIDER'S WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. PARTICIPATING AGENCY ACKNOWLEDGES THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

## **Attachment A**

Participating Agency shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Participating Agency shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Cloud Services. VENDOR, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND PARTICIPATING AGENCY ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. THE ENTIRE LIABILITY OF EACH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY PARTICIPATING AGENCY FOR THE CLOUD SERVICE(S).



## Tab 2 - Questionnaire



## Appendix E:

### QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

#### 1. States Covered

Offeror must indicate all states where products and services can be offered.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

☒ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

#### 2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No
- If the answer is yes, do you plan to offer your program or partnership through TCPN ☒ Yes ☐ No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?  
☒Yes ☐No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

### 3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veteran's business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

#### a. Minority and Women Business Enterprise

Offeror certifies that this firm is an M/WBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone ☐Yes ☒No

List certifying agency: \_\_\_\_\_

#### f. Other

Offeror certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No

List certifying agency: \_\_\_\_\_

### 4. Residency

Responding Company's principal place of business is in the city of Vernon Hills State of IL.

## 5. Felony Conviction Notice

Please check applicable box:

- ☒ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the third box is checked a detailed explanation of the names and convictions must be attached.

## 6. Processing Information

Company contact for:

### Contract Management

Contact Person: David White  
Title: Program Manager  
Company: CDW Government LLC  
Address: 120 S. Riverside Plaza  
City: Chicago State: IL Zip: 60606  
Phone: 312.547.2848 Fax: \_\_\_\_\_  
Email: davidwh@cdw.com

### Billing & Reporting/Accounts Payable

Contact Person: Griscelda Lara  
Title: Contract Administrator  
Company: CDW Government LLC  
Address: 120 S. Riverside Plaza  
City: Chicago State: IL Zip: 60606  
Phone: 312.705.8805 Fax: 312.705.7705  
Email: grislar@cdw.com

### Marketing

Contact Person: Christian Giebler  
Title: Field Marketing Manager  
Company: CDW Government LLC  
Address: 75 Tri State International  
City: Lincolnshire State: IL Zip: 60069  
Phone: 847.371.3643 Fax: \_\_\_\_\_  
Email: chrigie@cdw.com

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct      ☐ Certified education/government reseller  
☐ Authorized distributor      ☐ Manufacturer marketing through reseller  
☒ Value-added reseller      ☐ Other \_\_\_\_\_

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.  
☒ Yes    ☐ No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

- Pricing submitted includes the required administrative fee. ☒ Yes ☐ No  
*(Fee calculated based on invoice price to customer)*
- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
***			

\* The submitted pricing includes a 3% administrative fee. If the fee is reduced, our prices will adjust accordingly.

\*\* Individual members who purchase significantly larger amounts usually qualify for an additional discount on their purchase. We recommend members work with their account manager when expecting to make a large volume purchase. The account manager will work with manufacturer partners on behalf of his/her customer to achieve even greater than contract discounts. The discounts and effective savings are dependent on the product type, manufacturer support, and the size and volume of the order.

[Remainder of Page Intentionally Left Blank]

\*\*\*Most of the cooperatives that we work with are not public agencies – a decided disadvantage to transparency. While we cannot provide the sales volumes, Region 4 can find a full list of our contracts at [www.cdwg.com/contracts](http://www.cdwg.com/contracts).



## Diversity Programs Statement

Our thousands of manufacturer and service partners cover so many specialties that there is not a single, consistent license or certification that we require of every partner. The certifications that indicate a strong cabling partner are not applicable to security SaaS partners. When members require special affidavits, we require our subcontractors to have them too. Since we recognize that it is too much for a salesperson to be expected to juggle, we do not expect our sales teams to handle this process. Rather, we task our Program Management and Product and Partner Management teams with seeing this process through. As a result, if a customer is audited, we have the paper trail to prove compliance all the way around—the member's, ours, and our partner's.

We keep records of our partners' certifications so that we can meet each member's specific needs. For example, most customers who require minority and woman-owned business (MBE/WBE) involvement need for the MBE/WBE to be certified within their state. If a Georgia city has a woman-owned business goal of 15%, a New Jersey-certified WBE cannot satisfy that goal, unless the WBE is also certified in Georgia. Understanding this, we keep records of the states in which each of our partners are certified so that in this situation, we can quickly access a list of partners that are not only licensed to do the work needed but are also certified in a way that will help the member meet their inclusion goals.

Please find on the following pages documentation of our federally certified program. Additionally, when available and requested by members, CDW•G will leverage our diverse partnerships to fulfill a need.

# CDW GOVERNMENT LLC

## SUBCONTRACTING PLAN FOR SMALL BUSINESS(SB), SMALL DISADVANTAGE BUSINESS (SDB), WOMAN-OWNED SMALL BUSINESS (WOSB), HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) SMALL BUSINESS, VETERAN-OWNED (VOSB), SERVICE DISABLED VETERAN SMALL BUSINESS, HISTORICAL BLACK COLLEGES AND UNIVERSITIES/MINORITY INSTITUTIONS AND "OTHER" THAN SMALL BUSINESS (OTHER) CONCERNS

(x) Commercial items Plan  
( ) Division-wide

(x) Company-wide  
( ) Individual Contract Plan

Submitted to the National Aeronautics and Space Administration by CDW Government LLC (hereinafter called "CDW•G") pursuant to the requirements of Section 211 of Public Law 95-507, Office of Federal Procurement Policy's Policy Letters 80-1 and 80-4, and the National Aeronautics and Space Administration Contract Number NNG15SC04B.

### **I. Definitions:**

Reference: FAR 52.219-9(b)

- A. "Commercial item" means any product or service that satisfies the definition in section 2.101 of the Federal Acquisition Regulations. It also means a product or service which, in the opinion of the Contracting Officer, differs only insignificantly from CDW•G's commercial item.
- B. "Subcontract" means an agreement (other than one involving an employer-employee relationship) entered into by a Federal Government Prime Contractor or Subcontractor calling for supplies or services required for performance of the contract or subcontract.

### **II. Purpose:**

Reference: FAR 52.219-8(a) and 52.219-9(c)

- A. This subcontracting plan (hereinafter called the "Plan") is submitted in compliance with the policy of the United States Government that small disadvantaged (including Alaskan Native Corporations "ANCs" and Indian tribes), woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses historical black colleges and universities/minority institutions, and "other" than small businesses be given the maximum practicable opportunity to participate as subcontractors or team members in the performance of contracts awarded by an Federal Agency in compliance with the requirements of the above-mentioned solicitation.

#### Commercial Plan:

- B. This plan covers all products and services offered by CDW•G which are sold to our State, Local, Education, Healthcare and Federal Government customers during the period January 1, 2016 through December 31, 2016 (CDW•G's fiscal year).

### **III. Subcontracting Goals:**

Reference: FAR 52.219-9(d)(1) through (d)(6)

- A. Separate goals are expressed in terms of dollars and percentages of total planned subcontracting and teaming agreement dollars, for the use of small, small disadvantaged (including ANCs and Indian Tribes), woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses

historical black colleges and universities/minority institutions, and “other” than small business concerns as subcontractors or team members. The following provides the dollar and percentage goals for CDW•G:

	<b>Goals</b>	
	<b>Dollars</b>	<b>Percentage</b>
1. Total dollars planned to be subcontracted:	\$300,000,000	100%
2. Total dollars (and percentage of total dollars) planned to be subcontracted to Small Business Concerns, including Small Disadvantaged (including ANC and Indian Tribes), Woman-owned, Service Disabled Veteran, Veteran-owned, and HUBZone Small Businesses	\$78,000,000	23%
3. Total dollars (and percentage of total dollars) planned to be subcontracted to Small Disadvantaged Business Concerns (including ANC and Indian Tribes):	\$18,000,000	6%
4. Total dollars (and percentage of total dollars) planned to be subcontracted to Woman-owned Small Business Concerns:	\$18,000,000	6%
5. Total dollars (and percentage of total dollars) planned to be subcontracted to HUBZone Concerns:	\$12,000,000	4%
6. Total dollars (and percentage of total dollars) planned to be subcontracted to Veteran-Owned Small Business Concerns:	\$12,000,000	4%
7. Total dollars (and percentage of total dollars) planned to be subcontracted to Service Disabled Veteran Small Business Concerns:	\$8,000,000	3%
8. Total dollars (and percentage of total dollars) planned to be subcontracted to Historically black colleges and universities and minority institution (HBCU/MI):	\$ 1,000	0%
9. Total dollars (and percentage of total dollars) planned to be subcontracted to “Other” than Small Business Concerns:	\$222,000,000	77%
Total anticipated 2015 sales	\$3,500,000,000	

- B. A description of the principal types of supplies and services to be subcontracted and teaming agreements to large business, small business (to include ANC and Indian Tribes), small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses historical black colleges and universities/minority institutions, and “other” than small business concerns under the contract, as well as the planned distribution of the subcontracts among the business concerns follows:

Supplies and Services to  
Be Subcontracted

Type of Business Concern

	<u>SB</u>	<u>SDB</u>	<u>WOSB</u>	<u>SDVSB</u>	<u>HUBZone</u>	<u>VOSB</u>	<u>HBCU/MI</u>	<u>OTHER</u>
Capital Expenditures	X	X	X					X
Temporary Labor	X	X	X	X	X	X		X
Warehouse Supplies	X	X	X					X
Office Supplies	X	X	X	X	X	X		X
Maintenance Services	X	X	X					X
Repair Services	X	X	X			X		
Security Services	X	X	X					X
Employment Search Services	X	X	X			X		X
Company Sponsored Gatherings	X	X	X			X		X
Professional Services	X	X	X	X	X	X		X
Small Business Dealer Agreements	X	X	X	X	X	X		X
Community Outreach								X

C. The goals stated are based upon CDW•G's procurement records from suppliers for the above mentioned goods and services for the federal government's fiscal year ending September 30, 2015 and those which are anticipated to be required over CDW•G's next fiscal year. CDW•G will continue, to the maximum extent possible, to use its existing small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business suppliers to meet future subcontracting or teaming agreement requirements. If these firms are unable to meet the job or contract requirements, CDW•G will actively solicit other potential small (to include ANC and Indian Tribes) businesses, small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small businesses through the following sources:

- (a) Central Contractor Registration database
- (b) Veterans service organizations
- (c) National Minority Purchasing Council Vendor Information Service
- (d) Research and Information Division of the Minority Business Development Agency
- (e) Participation in trade fairs and industry meetings
- (f) Where allowed and practical, advertising subcontracting opportunities

D. Indirect and overhead costs have not been included in the dollar and percentage subcontracting goals stated above.

E. CDW•G has used historical achievements on which to base and develop its 2016 goals. CDW•G exceeded its dollar spend goals for all small business utilization during 2015. CDW•G expects to meet or exceed its dollar goals for all socio-economic categories in 2016. CDW•G has developed strategies to further involve small (to include ANC and Indian Tribes), small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business concerns in subcontracting and teaming agreement opportunities through long-term subcontracting/teaming arrangements, release of competitive requests for proposals exclusively for these businesses, contacts with trade associations, attending trade fairs or business conferences or workshops designed to seek out and increase the participation of small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business concerns.

**IV. Subcontracting Program Administrator**



Reference: FAR 52.219-9(d)(7)

Administrator of the CDW•G subcontracting program will be:

Name: Sheryl J. McCurnin  
Title: Senior Manager Federal Programs  
13461 Sunrise Valley Dr., Suite 350  
Herndon, VA 20171  
Phone: (703) 621-8241

The duties of the Administrator, the Administrator's staff and CDW•G will include developing procedures to assure success of the Plan, maintain records and coordinate outreach efforts and other related activities, including the following:

- (1) To develop policies and procedures to assure success of the plan
- (2) To keep a current plan acceptable to the Federal Government
- (3) To conduct certification surveys as to status of suppliers
- (4) To search diligently for qualified small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses historical black colleges and universities/minority institutions, and "other" than small business concerns through the methods and sources described in Section III
- (5) To prepare and submit such forms as may be required by the Office of Federal Procurement Policy (OFPP) for the Small Business Administrations (SBA) or Defense Contract Administration Service (DCAS)
- (6) Maintain liaison and cooperation with SBA, DCAS and other agencies of the Federal Government to find and utilize qualified business concerns defined in section III
- (7) To provide required records and reports and cooperate in any authorized surveys by SBA, DCAS or the Federal Procuring Agency
- (8) To retain and monitor subcontractors' plans for compliance with such plans

**V. Description of Efforts**

Reference: FAR 52.219-9(d)(8)

In order that small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business concerns have an equitable opportunity to compete for subcontracts and teaming agreements, CDW•G assures that these business concerns will be considered and selected as described in the Administrators' duties above. Outreach efforts include offering qualified firms management support, technical assistance and support, relaxation of deadlines, product and quality assurance assistance when appropriate.

**VI. Flow Down Subcontracting Clause and Second Tier Subcontracting Plan Requirements**

Reference: FAR 52.219-9(d)(9)

CDW•G agrees that the clause in FAR 52.219-8 entitled "Utilization of Small Business Concerns and Small Disadvantaged Business and Small Woman Owned Business Concerns," will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns or when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract, who receive subcontracts in excess of \$700,000 (\$1,500,000 for construction of any public facility) will be required to adopt and comply with a plan similar to the plan agreed to by CDW•G. Lower tier subcontractors will be monitored for compliance. The acceptability of percentage goals for small and small disadvantaged business concerns will be determined on a case-by-case basis depending on the

supplies and services involved, the availability of potential small and small disadvantaged subcontractors and prior experience. Once the plans are negotiated, approved and implemented, the plans will be monitored through the submission of periodic reports.

## **VII. Reporting and Cooperation**

Reference: FAR 52.219-9(d)(10)

CDW•G hereby agrees to cooperate in any studies or surveys as may be required, and to submit periodic reports in order to allow the Government to determine the extent of CDW•G compliance with the subcontracting plan. Reports will be submitted on Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. CDW•G will take steps to ensure that its subcontractors with subcontracting plans agree to submit the Individual Subcontract Report (ISR) and/or SSR. CDW•G will 1) provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and 2) require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

## **VIII. Recordkeeping**

Reference: FAR 52.219-9(d)(11)

CDW•G will maintain records to demonstrate procedures that have been adopted to comply with the requirements and goals in this subcontracting plan, including establishing source lists as well as documenting CDW•G's efforts to locate small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses historical black colleges and universities/minority institutions, and "other" than small business concerns and award subcontracts to them. These records shall include, but are not limited to the following:

- A. Source lists, guides and other data that identify small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business concerns
- B. Organizations contacted in an attempt to locate sources that are small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business concerns
- C. Records on each subcontract solicitation resulting in an award of more than \$150,000 indicating:
  - (1) whether small business concerns were solicited and, if not, why not
  - (2) whether veteran-owned business concerns were solicited and, if not, why not
  - (3) whether service disabled veteran business concerns were solicited and, if not, why not
  - (4) whether HUBZone small businesses business concerns were solicited and, if not, why not
  - (5) whether small disadvantaged business concerns were solicited and, if not, why not
  - (6) whether woman-owned business concerns were solicited and, if not, why not
  - (7) if applicable, the reason award was not made to a small business concern
- D. Records of any outreach efforts to contact:
  - (1) trade associations,
  - (2) business development organizations,
  - (3) conferences and trade fairs to locate small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business sources, and
  - (4) veteran service organizations

- E. Records of internal guidance and encouragement provided to buyers through;
- (1) Workshops, seminars, training, etc. and
  - (2) Monitoring performance to evaluate compliance with the program's requirements.

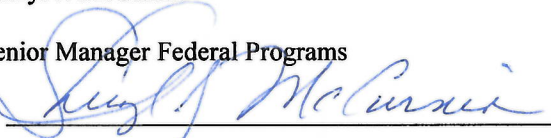
In addition to the commitments made above, CDW•G:

- a. Understands the objectives of the small business subcontracting program;
- b. Understands the government's subcontracting plan expectations, i.e., that the plan demonstrates creativity and innovation in involving small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business concerns in subcontracting or teaming opportunities; and
- c. Understands and is committed to affording small disadvantaged, woman-owned, service disabled veteran, veteran-owned, HUBZone small businesses, historical black colleges and universities/minority institutions, and "other" than small business concerns the maximum practicable opportunity to perform as subcontractors or teaming agreement members in order for CDW•G to meet its goals or objectives, and

This subcontracting plan was submitted by:

Name: Sheryl J. McCurnin

Title: Senior Manager Federal Programs

Signature: 

Phone: (703) 621-8241

Date: December 9, 2015

DATE: 2/18/2016

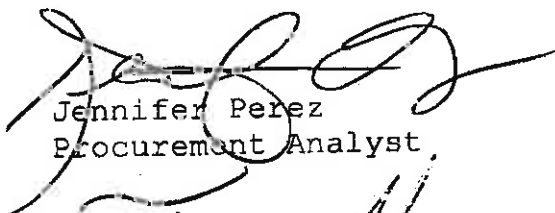
TO: 210/ Darlene Harkins  
FROM: 210/Industry Assistance Office/ Tiera Greene  
SUBJECT: Review of Subcontracting Plan for Small Business (including ANCs and Indian tribes), Small Disadvantaged Business, Women-Owned Small Business, HUB Zone's, HBCU, and Veteran-Owned Small, Service Disable Veteran-Owned Small Business Concerns with:  
**CDW Government LLC NNG155C04B**


The subject plan was reviewed in accordance with the Federal Acquisition Regulation (FAR) 19.704 and 52.219-9.

- (X) All requirements of the above regulations have been met; please see comments on the attached review sheet.
- ( ) All requirements of the above regulations have not been met; please see comments on the attached review sheet.

The findings on the attached review sheet are to assist you in acquiring an acceptable final subcontracting plan. The decision to award this contract is at the discretion of the contracting officer. However, if all requirements of the subcontracting plan have not been met, please correct the noted deficiencies and return the plan to Industry Assistance for an additional review before a contract/modification is awarded.

The contracting officer is requested to submit a copy of the executed subcontracting plan along with a copy of the executed contractual document to Industry Assistance Office, Code 210.

  
Jennifer Perez  
Procurement Analyst

  
Tiera Greene  
Procurement Analyst

BERNARD A  
DURHAM

Digitally signed by BERNARD A DURNAM  
DN: cn=US, o=U.S. Government, ou=Department of  
Homeland Security, ou=DHS HQ, ou=People,  
cn=BERNARD A DURNAM,  
o=DHS, ou=1120000100, c=US  
Date: 2016.02.23 13:42:41 -0500

Bernard Durham  
SBA Procurement Center Representative (PCR)



## Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

CDW Government LLC

Vendor

David White

Point of Contact

Program Manager

Title

312.547.2848

Phone Number

davidwh@cdw.com

Email Address

Signature:

Larissa O. Newman, Capture Manager

Date:

6/22/17



## Tab 3 – Company Profile

# Company Profile

## Requirement

1. Company's official registered name.

## Response

The company's official registered name is CDW Government LLC. CDW Government LLC is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Corporation.

## Requirement

2. Brief history of your company, including the year it was established.

## Response



In 1982, Michael Krasny spent \$3 on a three-line advertisement to sell a used computer. Fast forward almost 30 years, and what began with that one ad is now CDW, a nearly 14 billion-dollar IT solutions provider.

During his nearly 20 years as CEO of CDW, Krasny went beyond developing the company into one of the nation's most successful resellers of IT products.

For the past several years, CDW has been transforming itself from a supplier of IT products to a full service technology solutions provider—helping fulfill a greater share of its customers' needs and propelling CDW's record growth.

We believe that if we strive for perfection, we achieve excellence. Because of this belief, we constantly assess our strengths and opportunities for development along with those of our competitors. It was through this ongoing assessment that CDW Government LLC, or CDW•G, was born. We realized that no reseller or IT solutions provider, including ourselves, was giving our public sector customers the segment-specific support they needed. CDW•G was founded in 1998, nearly 18 years ago, to focus solely on the needs of our education, government, and healthcare customers.



Today, CDW's future looks brighter than ever. The company's revenue reached an all-time high of more than \$13.9 billion in 2016, and we recently moved up to #199 on the 2017 Fortune 500 list.

Our current CEO, Thomas Richards, joined CDW as president and chief operating officer in 2009. In 2011, he was named CEO, and in 2013, he also became chairman of the CDW board.

While there are many factors that go into developing a successful business, which we'll be outlining in detail in our proposal, here at CDW•G our governing philosophy has always been pretty simple:

People do business with people they like.

For a company that has its origins in a \$3 classified ad, we'd like to think this has served us and our customers pretty well over the years. We currently have working relationships with more than 1,100 OEM partners and serve over 250,000 customers.



### Requirement

3. Company's Dun & Bradstreet (D&B) number.

### Response

Dunn & Bradstreet numbers:

CDW Government LLC: 02-615-7235

Please use CDW Corporation's Dunn & Bradstreet number for CDW•G's financial information:

CDW Corporation: 80-806-8523

### Requirement

4. Corporate office location.

### Response



230 N. Milwaukee Ave  
Vernon Hills, IL 60061

**Requirement**

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

**Response**

CDW currently employs 8,600 coworkers. Approximately 1,450 of those coworkers are dedicated CDW•G resources, and around half of CDW•G coworkers are sales account managers. Unlike many of our competitors, we have a multitude of account managers who serve customers across the country. Each account manager focuses on one vertical and serves a specific region in the country. For example, we have more than 20 account managers who focus solely on the needs of their assigned K-12 education customers in Texas. The number of account managers dedicated to each vertical eligible for TCPN membership is listed below.

K-12 = ~300

State & Local = ~200

Higher Ed – ~150

**Requirement**

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

**Response**

CDW•G can orchestrate a technology solution anywhere in the United States. We are currently doing business in all 50 States. Our partnerships and the locations of our offices across the United States helps make this possible.



CDW•G United States Office Locations		
<b>Arizona – Chandler</b> 1850 E. Northrop Blvd. Suite 200 Chandler, AZ 85286	<b>California – Glendale</b> 101 N. Brand Blvd. Suite 550 Glendale, CA 91203	<b>Connecticut – Shelton</b> 2 Corporate Dr. Suite 800 Shelton, CT 06484
<b>Florida – Tampa</b> 201 N. Franklin St. Floor 37 Tampa, FL 33602	<b>Illinois - Chicago</b> CDW Plaza 120 S. Riverside Chicago, IL 60606	<b>Illinois - Lincolnshire</b> 75 Tri-State International Lincolnshire, IL 60069
<b>Illinois - Vernon Hills</b> 200 N Milwaukee Ave Vernon Hills, IL 60061	<b>Indiana - Evansville</b> 450 E. Sycamore St. Evansville, IN 47713	<b>Indiana - Indianapolis</b> 11711 N. Meridian St. Suite 750 Carmel, IN 46032
<b>Michigan - Detroit</b> 1000 Town Center Suite 1800 Southfield, MI 48075	<b>Michigan - Grand Rapids</b> 4690 E. Fulton St. Suite 203 Ada, MI 49301	<b>Minnesota - Minneapolis</b> 7145 Boone Ave. N. Suite 140 Brooklyn Park, MN 55428
<b>Nevada - Las Vegas</b> Western Dist. Center 3201 E. Alexander Rd. North Las Vegas, NV 89030	<b>New Jersey - Cherry Hill</b> 3 Executive Campus Suite 400 Cherry Hill, NJ 08002	<b>New Jersey - Eatontown</b> 260 Industrial Way W. Eatontown, NJ 07724
<b>Ohio - Cincinnati</b> 9349 Waterstone Blvd. Suite 150 Cincinnati, OH 45249	<b>Ohio - Cleveland</b> 6450 Rockside Woods Blvd. South, Suite 120 Independence, OH 44131	<b>Texas - Dallas</b> 16633 N. Dallas Pkwy Suite 300 Addison, TX 75001
<b>Virginia - Herndon</b> 13461 Sunrise Valley Suite 350 Herndon, VA 20171	<b>Washington - Bellevue</b> 10900 NE 8th Street Suite 1660 Bellevue, WA 98004	<b>Wisconsin - Appleton</b> 4321 W. College Ave. Suite 400 Appleton, WI 54914
<b>Wisconsin - Madison</b> 5520 Research Park Dr. Fitchburg, WI 53711	<b>Wisconsin - Milwaukee</b> N19w23993 Ridgeview Parkway West Suite 120 Waukesha, WI 53188	<b>Wisconsin - Wausau</b> 7402 Stoneridge Dr. Suite 1 Weston, WI 54476

In addition to our offices, we also have service locations across the country that house CDW engineers:

CDW•G Service Locations

Appleton

Atlanta

Boston

Chicago

Cincinnati

Cleveland

Dallas

Denver

Detroit

Evansville

Grand Rapids

Houston

Indianapolis

Las Vegas

Los Angeles

Madison

Miami

Milwaukee

Minneapolis

Nashville

New York City

Philadelphia

Phoenix

Pittsburgh

Raleigh

San Diego

San Francisco

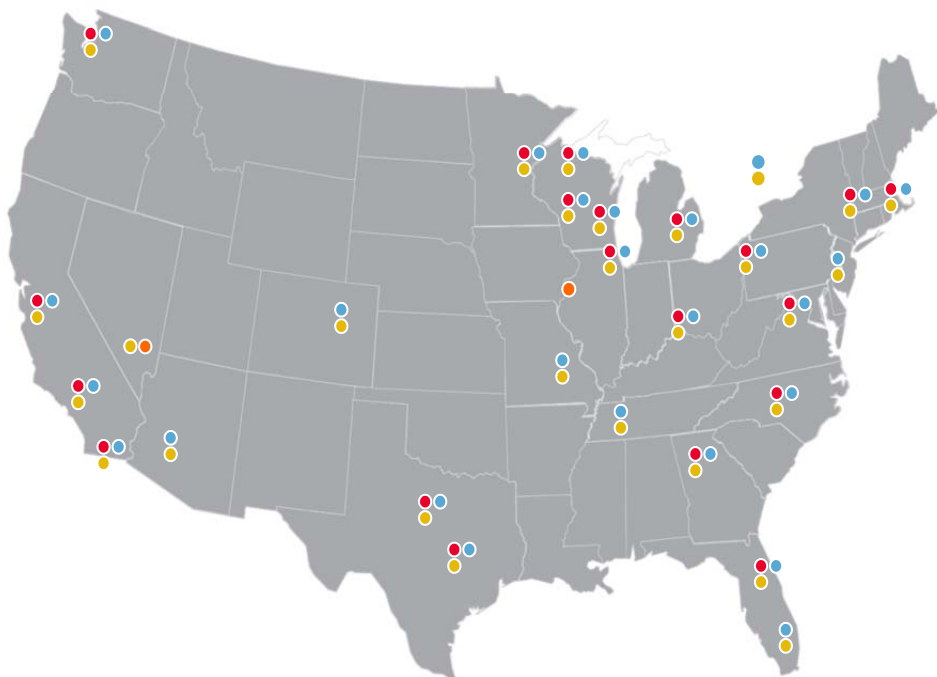
Seattle

St. Louis

Tampa

Washington D.C.

Wausau



- CDW Engineers and Project Managers
- CDW Project Partner Network
- CDW Network Operations Centers and Data Center Partner Network
- CDW Configuration Centers

CDW•G has its own cutting edge distribution technology in our state of the art warehouses in Illinois and Nevada that include in-house configuration services and nearly 1 million square feet of storage space, and leverages a vast network of technology distributors throughout the US to meet our customer needs across all spectrums.

We hold top tier partnerships with most major OEMs, including Cisco, Microsoft, Dell EMC, and HP, and can use many of them as distributors to provide the best service to our customers for any fulfillment needs.

The resources that CDW•G dedicates to our Region 4 customers are not tied to our locations; rather, they are tied to our customers' locations. Collaboration with the CDW•G sales manager and account manager help determine what resources we will bring in remotely and/or on site to the customer location to help solve the customer's needs. The following tables include the vertical, location, and contact information of our sales managers.

CDW•G K-12 Sales Managers		
Region	Name	Contact Information
Texas	Alex Arteaga	312.705.5653 <a href="mailto:alexart@cdw.com">alexart@cdw.com</a>
Dairyland Iowa, Missouri, Kansas, Oklahoma, Arizona, New Mexico	Molly Brown	312.705.8810 <a href="mailto:mollnel@cdw.com">mollnel@cdw.com</a>
Pacific	Alex Haycock Mike Reorowicz	312.705.5625 <a href="mailto:alexhay@cdw.com">alexhay@cdw.com</a> 312.547.2196 <a href="mailto:mikereo@cdwg.com">mikereo@cdwg.com</a>
Northwest	Chris Sadek	312.705.4089 <a href="mailto:chris.sadek@s3.cdw.com">chris.sadek@s3.cdw.com</a>
Midwest	Paul Yereb	847.371.7612 <a href="mailto:paulyer@cdw.com">paulyer@cdw.com</a>
Ohio Valley	Bryan Purl	312.705.1888 <a href="mailto:bpurl@cdw.com">bpurl@cdw.com</a>
Keystone	Sarah Rosenfeld	203.851.7128 <a href="mailto:sarah.rosenfeld@cdwg.com">sarah.rosenfeld@cdwg.com</a>

CDW•G K-12 Sales Managers		
New York	John Skidmore	203.851.7081 <a href="mailto:john.skidmore@cdwg.com">john.skidmore@cdwg.com</a>
New England	Sean Galligan	866.785.2654 <a href="mailto:seangal@cdw.com">seangal@cdw.com</a>
Atlantic	Michael Durand	866.785.2649 <a href="mailto:michdur@cdw.com">michdur@cdw.com</a>
Tennessee, Alabama, Louisiana, Georgia  Florida	Tony Digrazia	312.547.2726 <a href="mailto:anthdig@cdw.com">anthdig@cdw.com</a>

CDW•G State and Local Sales Mangers		
Region	Name	Contact Information
Gulf Coast	Ashley DiCiurcio	312.705.1878 <a href="mailto:ashleyd@cdw.com">ashleyd@cdw.com</a>
Pacific	Jason Schwartz	866.339.7098 <a href="mailto:jschwar@cdwg.com">jschwar@cdwg.com</a>
Northwest	Danielle Davenport	312.705.3251 <a href="mailto:daniqui@cdwg.com">daniqui@cdwg.com</a>
Dairyland	Lisa Siqueira	312.705.6295 <a href="mailto:lisasiq@cdwg.com">lisasiq@cdwg.com</a>
Midwest/ Ohio Valley	Michael Musser	866.339.3642 <a href="mailto:michmus@cdwg.com">michmus@cdwg.com</a>
Keystone	Mike Truncone	203.851.7141 <a href="mailto:mike@cdwg.com">mike@cdwg.com</a>
Northeast	Sean Hart	203.851.7208 <a href="mailto:sean.hart@cdwg.com">sean.hart@cdwg.com</a>
Atlantic	Josh Donn	703.621.8425 <a href="mailto:joshdon@cdwg.com">joshdon@cdwg.com</a>
Southeast	Rory Nolan	847.419.6548 <a href="mailto:rorynol@cdw.com">rorynol@cdw.com</a>

CDW•G Higher Education Sales Mangers		
Region	Name	Contact Information
Gulf Coast	Mark Roeser	877.689.4665 <a href="mailto:markroe@cdw.com">markroe@cdw.com</a>
Atlantic	Christopher Stacey	203.851.7001 <a href="mailto:cstacey@cdw.com">cstacey@cdw.com</a>
Pacific/Northwest	Mike Clinton	877.269.9598 <a href="mailto:mikecli@cdw.com">mikecli@cdw.com</a>
Dairyland	Lonny Boeke	877.685.9694 <a href="mailto:lonnboe@cdwg.com">lonnboe@cdwg.com</a>
Ohio Valley	Candace Farmer	312.705.4503 <a href="mailto:candfar@cdw.com">candfar@cdw.com</a>
Midwest	Andy Gorski	847.932.6109 <a href="mailto:andygor@cdw.com">andygor@cdw.com</a>
Northeast	Clayton Boras	866.776.7365 <a href="mailto:clayton.boras@cdwg.com">clayton.boras@cdwg.com</a>
Southeast	Mike Long	312.705.2060 <a href="mailto:mikelon@cdw.com">mikelon@cdw.com</a>

### Requirement

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales
- b. Sales Support
- c. Marketing
- d. Financial Reporting
- e. Executive Support

## Response

### Sales:



**15 YEARS AT CDW**

Alex Arteaga

312.705.5653

alexart@cdw.com

Alex is the sales manager overseeing all CDW•G K-12 account managers for the state of Texas. Alex has been with CDW for more than 15 years, holding various positions in sales and management, including healthcare and education. He is one of CDW•G's TCPN champions and will continue to focus on growing TCPN contract sales. Alex graduated from the University of Illinois.

### Sales Support:



**11 YEARS AT CDW**

Amy Skalon

312.705.8133

amyska@cdw.com

Amy is the sales operations supervisor for the CDW•G K-12 Texas team. She has been with CDW for 11 years, starting as a small business account manager. She assists Alex with his efforts to grow TCPN sales. Amy graduated from Miami University (OH).

## Marketing



**19 YEARS AT CDW**

Christian Giebler

847.371.3643

chrigie@cdw.com

Christian is the field marketing manager who oversees a team that supports Public Sector sales teams including K12, Hi-Ed, State/Local, Federal and Healthcare. Christian has been with CDW for 19 years and has held a variety of roles including Sales, Sales Enablement and Marketing. Christian is a graduate from the University of Wisconsin-Whitewater.

## Financial Reporting



**19 YEARS AT CDW**

Griscelda Lara

312.705.8805

grislar@cdw.com

Griscelda has served as a contract administrator for almost seven years now. She spent the previous portion of her 19 years with CDW•G as an account manager sales assistant. Griscelda ensures contract compliance, provides comprehensive reporting on-time, and processes fee payments quickly and accurately. She already has a strong working relationship with Loraine Vuong.



## Executive Support



**24 YEARS AT CDW**

David Hutchins

847.968.9782

[david.hutchins@cdwg.com](mailto:david.hutchins@cdwg.com)

David is CDW•G's Vice President of K-12 Sales. He has held numerous management and sales positions during his tenure, beginning with MicroWarehouse in 1993, and continuing with his leadership of the State and Local Sales Team at CDW in 2003. This experience provides unique insight that he leverages to grow the TCPN contract across all applicable verticals. David is a graduate of Villanova University with a degree in Finance.

## Contract Compliance

We believe contract compliance is one of the most critical responsibilities of a vendor partner, which is why CDW•G developed our Program Management department, dedicated to administering the contractual commitments we keep. Though not requested in the RFP, we are providing the contact information of your dedicated CDW•G program manager.



**15 YEARS' INDUSTRY EXPERIENCE**

David White

312.547.2848

[davidwh@cdw.com](mailto:davidwh@cdw.com)

David is the Program Manager overseeing CDW•G K-12 contracts nationwide, including several large volume consortium and cooperative purchasing contracts. David is responsible for contract compliance, reporting and fee payment for this contract portfolio. David has been with CDW-G for six months. He has over 15 years' experience in the industry, previously working with a major OEM, where he held various positions in proposals and contract management for State/Local, Education and Federal business segments.

### Requirement

8. Define your standard terms of payment.

### Response

Our standard terms of payment are Net 30 days; however, we will come to mutually acceptable terms for state entities and/or customers that have different requirements.

Through the CDW•G / TCPN/National IPA agreement, we will also offer eligible members the option to lease items from our entire catalog offering. We have a dedicated leasing team who will work with the CDW•G account team and the member to identify the best leasing option that meets their requirements. Members will be required to sign leasing terms with the leasing company directly.

### Requirement

9. Who is your competition in the marketplace?

### Response

CDW's competition includes:

- Resellers such as Computacenter, Connection, Dimension Data, ePlus, Insight Enterprises, PCM, Presidio, SCC, Softchoice, World Wide Technology and many smaller resellers
- Manufacturers who sell directly to customers, such as Dell, HP Inc., Hewlett Packard Enterprise and Apple
- Communications service providers, such as AT&T, CenturyLink and Verizon
- e-tailers such as Amazon, Newegg and TigerDirect.com
- Large service providers and system integrators, such as IBM, Accenture, Hewlett-Packard Enterprise, and Dell
- Cloud providers, such as Amazon Web Services, Google Cloud Compute, Sharegate, and Ping
- Retailers (including their e-commerce activities) such as Staples and Office Depot

CDW•G expects the competitive landscape in which we compete to continue changing as new technologies develop and expand, including the increasing demand for cloud-based solutions. Our vision is to be the leading IT solutions provider in the markets we serve. To realize our vision, we consider the dynamics that are driving market demand and strive to incorporate the emerging technologies that make organizations run more efficiently and cost-effectively. We know that customers increasingly want to leverage integrated IT

solutions to enhance organizational performance with easy access to both core technology and advanced solutions. That way, they can spend less time procuring IT resources and more time running their organizations. To meet the full spectrum of customers' needs, CDW•G delivers integrated technology solutions—with advice, support, ideas, technology and the experience of thousands of experts.

### Requirement

10. Describe your unique offerings or attributes of your company and/or your cloud solutions offering as compared to your competition and how it differentiators provide additional value to Region 4 and/or its members.

### Response

What differentiates CDW•G from our competitors is that we are a long-term partner; actively engaged in each of our customers' technology journey. Region 4 and its TCPN/National IPA members will receive an excellent, personalized customer experience by partnering with CDW•G. Our customers return to us time and again for because of our leadership in the following areas:



### **Dedicated Cloud Team.**

Our dedicated Cloud Team provides value-added consulting and ongoing support to help organizations select the appropriate Cloud Solutions. These resources are 100% focused on recommending, architecting, and deploying these solutions. They collaborate with our CDW•G Account Management Team and Technology Specialists to assist with every phase of analyzing, choosing and leveraging the right solution for members' specific environment and requirements.

Cloud Client Executives, our field cloud resources, are supported by Cloud Solution Specialists and Managed Services Presales Specialists. These experts provide options, discuss the pros and cons of each, and assist organizations with making the most informed decision. In addition, Fulfillment Analysts facilitate a seamless transition to the Cloud Solution and provide ongoing support.

In short, the specialists on our expert cloud team do the following:

- **Cloud Client Executives (CCEs)** take a holistic approach to assess a member's needs and guides them on their journey to the cloud.

- **Cloud Solution Specialists (CSSs)** lend their expertise as technical leads. They assist with emerging cloud offerings and build strong relationships with our OEM partners.
- **The Aggregation, Infrastructure, and Managed Services (AIM)** team supports our cloud offerings from managed service providers as well as CDW•G's own managed services.

**Valuable Cloud Planning Services.** Cloud computing has transformed IT into a complex array of technologies and services – worth the effort, but a challenge to plan, deploy and manage. Today's IT executives are seeking counsel and resources to assess, design, deploy and manage a flexible and tailored cloud strategy, especially when it comes to modernizing and migrating legacy workloads. To aid customers in this effort CDW•G built a Cloud Planning Services offering that combines workshops, diagnostic services and consulting engagements to help organizations determine which applications and workloads are eligible for the cloud. The offering enables organizations to select from an array of advisory services that produce insights and recommendations for a cloud strategy – with the option of ramping services based on need.

To further differentiate our Cloud Planning Services (CPS) offering, CDW•G built a very flexible offering that can aide Education and Government institutions to receive such guidance quickly and in a very cost effective manner. CDW•G accomplishes this via our 8 hour Micro Consulting Engagement. We deliver the engagement remotely. The engagement can be broken into 2hr or 4hr blocks, taking into account IT's availability while delivering a focused agenda.

The service is meant to be extremely flexible in addressing members' needs both strategically and tactically. We have found Education and Government entities require a subject matter expert when building their cloud strategy or reviewing their existing cloud strategy. In both instances we advise on and constantly seek new ways to achieve operational and/or cost savings as well as Governance tips.

The key in such engagements is for our customers to get a sense of the how they can best utilize cloud service offerings in their enterprise, as well as the work effort that is required to implement.

### **Six World-Class Data Center Facilities to Support TCPN/National IPA Members**

The modern data center is where more flexible, manageable, better-protected infrastructure begins, including: server, storage, power and cooling, virtualization, and back-up. Our data

center team aligns from pre-sales consulting and architecting to installation and management with our customers to bring full solutions in to fruition.

Our team of over 200 solution architects and data center specialists help in assessing current data centers or helping design efficient and optimal IT environments. But their expertise doesn't end once the system has been built. We also provide end-to-end data center services, including activation and management. We can even work closely with members to ensure that their data center is helping to meet their specific technology goals, once it's up and running.

Our Data Center Services team carries nearly 500 certifications from some of the industry's most-trusted names, like ITIL and CompTIA. Other top-level certifications come from:



CDW•G's data center space offers members the capabilities of full racks and high-power densities, without the risk and cost that comes with owning their own center. Members can select the location of their choice from our world-class data center facilities across the country, including in Texas. CDW•G provides a 100% uptime Service Level Agreement on power and cooling for customers hosting in any of our facilities.

Our data centers are in the following locations:

- Dallas, TX
- Chicago, IL
- Minneapolis, MN
- Milwaukee, WI
- Madison, WI
- Fitchburg, WI

**Distinguished Cloud Performance & Public Sector Leadership.** At CDW•G, we invest heavily in researching and understanding emerging technologies. We can give members access to a world-class portfolio, offering them more than 150 cloud partners and 200 cloud solutions. We have successfully implemented thousands of solutions across many emerging technologies for customers nation-wide. Our account managers, solution architects,

engineers and project managers have the training, credentials, and experience to incorporate and roll out these solutions successfully. Below is a sample of our awards and recognitions in Cloud solutions:



- Adobe North American Partner of the Year (2016; CDW held top market share spot for Adobe Creative Cloud team sales)
- Google Cloud Global Partner Award for Education Customer Success (2016)
- IBM Collaboration Solutions Worldwide Best Performance Business Partner Award for Cloud (2015)
- Microsoft U.S. Education Channel Partner of the Year (2016; recognizing MS partners that are transforming organizations via the cloud)
- VMware Global and Geographical Partner of the Year (2015; for leadership with vCloud Air)

Since CDW•G was founded to focus solely on the Public Sector, we believe this commitment and tailored support contributes to our high customer satisfaction and success. Below is a sample of awards and recognitions we have received from our partners for delivering exceptional IT solutions in the Public Sector.



- Cisco Americas Public Sector Partner of the Year (2016)
- Cisco U.S. Public Sector Partner of the Year (2016)
- EMC Federal Partner Award (2015)
- Intel Government, Healthcare and Education Partner of the Year (2016)
- Microsoft U.S. Public Sector Partner of the Year – U.S. Education Channel (2016)

**Unmatched Experience Supporting Members.** Our experience delivering high quality IT solutions makes us a trusted name in the marketplace. Our customers continue to return to us, often renewing and extending contracts.

This experience especially benefits Region 4 Education Service Center, TCPN/National IPA, and National IPA member base. We are the only vendor who has experience in utilizing and growing the Region IV TCPN Technology & Interactive Whiteboard Solutions Product and Services contract, and the City of Tucson National IPA Informational Technology Solutions contract. While this cloud contract is new, we have been supporting members' cloud solution needs through our existing catalog agreements with Region 4 and the City of Tucson.

TCPN/National IPA members already know how to work with us and utilize these contracts. We even have experience with piggyback agreements; we currently have 8 stretch agreements, consolidated down from 23 to increase efficiency in our partnerships with school districts, universities, and local governments.

Any other vendor would go through a period of adjustment, possibly with a major lag in contract ramp-up and sales, when learning the ins and outs of new contracts and educating their sales force and their customers. Our team will be ready on day one because it would just be business as usual. With our flexibility and experience with current members, the stretch agreement process, and our wide range of experience with E-rate agreements, we can continue to expand contract usage in the future.

**Personal Relationships.** While some companies only have a handful of resources dedicated to TCPN/National IPA members, CDW•G has account managers who provide a direct pipeline to public sector customers across the country. These account managers are further broken down by vertical of K-12, State & Local, and Higher Ed.

They are then even further specialized by working with customers only in a certain geographic region. This specialization allows our account managers to develop personal relationships with customers and focus on the issues faced by customers in that vertical and location. They become experts at what our customers really need, proactively giving expert technology solutions advice, rather than reactively processing orders.

**Strong Partnerships.** CDW•G leverages our size and clout within the marketplace to take advantage of original equipment manufacturer (OEM) and distributor volume discounts,





CDW•G exclusive pricing/offers, and special promotions on behalf of our customers. CDW•G's strategic relationships with industry leading public cloud service providers, such as Microsoft, and private cloud infrastructure partners, like HP, Dell, and Cisco, allows us to pass product discounts on to members, and to offer greater access to products, simplifying procurement processes. Additionally, we partner with over 1,000 service providers throughout the country, many with MBE, WBE, or other disadvantaged business status, to best meet the needs of our customers.

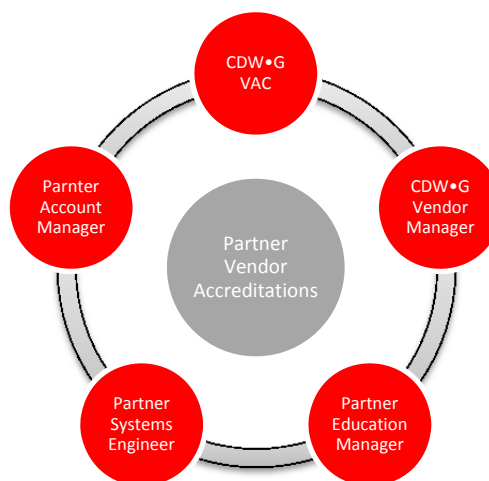
Our partner management process doesn't end with selection. We actively manage our partners to ensure that they remain relevant and that they are working just as hard as CDW•G is working to ensure a superior member experience.

TCPN can be sure the CDW•G method is one that works. ***CDW has offered cloud-based solutions for more than ten years and supported our customers with \$1.5 billion's worth of cloud solution purchases last year alone.***

**Expert OEM Solution Knowledge.**

In order to remain up-to-date on our partners' technology and offerings, CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW•G maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect.

What this means for members is that their CDW•G account team can provide unbiased insight into the available cloud options. They focus solely on educating on the best options for the members' needs, not the OEM's bottom dollar.





## Unrivaled Contract Management.



**100+ Contract Professionals**

While many companies allow their sales teams to handle the contract through its lifecycle, CDW•G is extremely dedicated to the quality and reliability of our procurement management process. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases TCPN oversight responsibilities to one central group and allows CDW•G to stay in perfect step with your program and reporting requirements.

Your program manager for this contract will be David White. David utilizes his extensive industry experience, including managing the current TCPN contract, to provide unparalleled contract recommendations. In his role as Program Manager, David supports all contract management aspects of the agreement.

### Requirement

11. Overall annual sales for last three (3) years; 2014, 2015, 2016.

### Response

2014: \$12.0 billion\*

2015: \$12.9 billion\*

2016: \$13.9 billion\*

\*These figures represent annual sales for all of CDW. CDW Government LLC is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Corporation.

### Requirement

12. Overall public sector sales, excluding Federal Government, for last three (3) years; 2014, 2015, 2016.

### Response

2014: \$4.5 billion

2015: \$4.5 billion

2016: \$4.9 billion

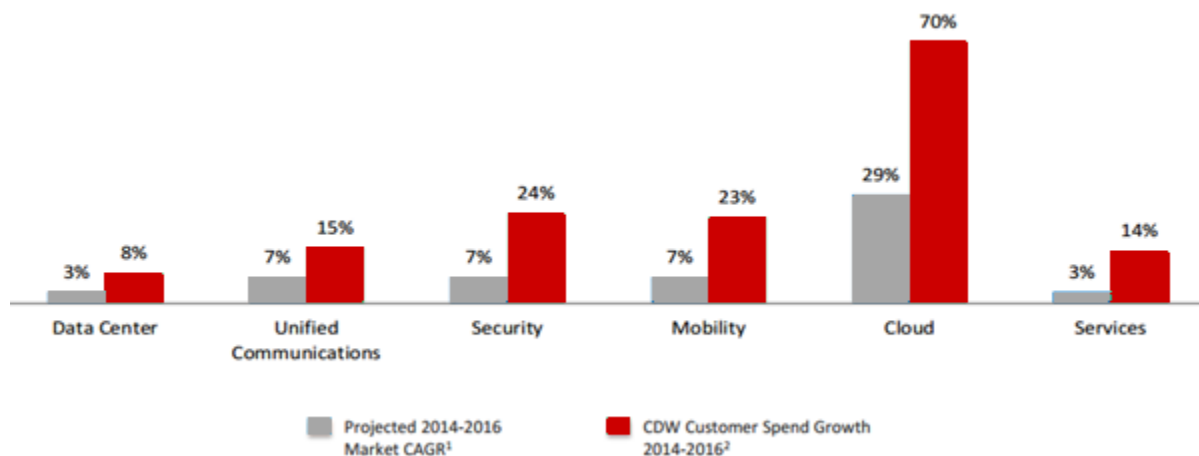
### Requirement

13. What is your strategy to increase market share?

### Response

CDW•G's goal is to have our customers, regardless of their size, view us as an indispensable extension of their IT staff. We seek to achieve this goal by providing our customers with superior service through our large and experienced sales force and service delivery teams. Our forward-looking approach enables us to identify the products or combination of products that best address each customer's specific organizational IT requirements today and in the future, and to evolve our offerings as new technologies develop in areas such as unified communications, security, mobility, cloud, and services.

This method of doing business also acts as a catalyst to increase market share, as current customers return for their other technology needs. We leverage the expertise gained from our current customers to demonstrate to new/potential customers our understanding of the IT sphere and its place in their environment.



We will also use the following strategies to ensure this new TCPN Cloud contract will be successful for the duration of the agreement.

- We have business development teams divided by vertical that help customers build entire solutions from concept to procurement. These individuals bring their experience to give a unique perspective. For example, the former teachers and administrators on our education business development team keep students' and

teachers' needs in mind as they engage the right partners to develop the best solutions for K-12 customers. These teams look for the easiest way to bring in new customers in each market—which means that when a customer is open to using a consortium contract, that is exactly what the business development team will establish. Each team is fully versed and experienced in using nationwide group purchasing contracts and expertly positions these contracts for customers.

- CDW•G's Sammy Calhoun (business development manager), Mark Ellis (manager program management), and Larissa Newman (capture manager) have a weekly call with Mike Grade, TCPN's Business Development Manager, to discuss a targeted list of city counties to educate and persuade on the benefits of utilizing the TCPN/National IPA agreements. In addition, Mark and Larissa will be attending the Partner Summit in July, allowing them additional opportunities to educate members on cloud solutions available through this contract.
- CDW•G continues alignment efforts with Mike Grade, National IPA's Business Development Manager. Mark Ellis and Mike have a monthly call in which they discuss sales data, marketing strategy, TCPN/National IPA's focus on new regions, and more in order to align our efforts to promote our TCPN/National IPA contracts. We are committed to continuing and growing this partnership in the future.

### Requirement

14. Describe the capabilities and functionality of your company's on-line catalog/ordering website.

### Response

#### **TCPN Premium Page**

The TCPN Premium Page, [cdwg.com/tcpn](http://cdwg.com/tcpn), will have nearly all of the same functionalities as our website. Because this site requires no initial login, it is a great resource for potential members to browse all eligible products and the competitive pricing on the contract. Current members can confirm contract pricing and initiate orders through the site, which will prompt them to sign in to their unique Account Center to check out.

Here is the current TCPN page:

TCPN Technology & IWB Solutions Products and Services R160201



Welcome to the TCPN Technology & IWB Solutions Products and Services R160201 Website. This contract is an "E-Commerce Contract" which allows participating entities to send PO's directly to CDW-G. This Agreement covers our entire Catalog.

CONTRACTS

Search within your contracts:

Search

Cables (19043)  
Computer Accessories (10280)  
Computers (15801)  
Data Storage Products (15625)  
Electronics (4553)  
Memory (3000)  
Monitors & Projectors (6400)  
Networking Products (19349)

Office Equipment & Supplies (7359)  
Phones & Video Conferencing (4415)  
Power, Cooling & Racks (10790)  
Printers, Scanners & Print Supplies (18082)  
Servers & Server Management (3001)  
Services (59941)  
Software (181141)

CDW-G Services



Post-award, CDW•G will work with TCPN/National IPA to determine whether it's most beneficial to create a separate page for the Cloud Contract, or, as in our VITA example below, to have the Cloud Contract found on the TCPN landing page:



VITA Premium Page

Welcome to the VITA premium page.

CONTRACTS

Search within your contracts:

Search

☒ Search all your available contracts

- ☐ VITA COTS Contract
- ☐ VITA Hardware and Maintenance
- ☐ VITA Server and Maintenance
- ☐ VITA Enterprise Storage

- ☐ VITA Storage
- ☐ VITA Wide Format Printers
- ☐ VITA Hardware and Maintenance

## Account Center – Complete Online Support for IT Procurement

The newly redesigned Account Center is a suite of website features and information designed to make IT purchases easy. Authorized users and administrators can access the information they need from one central place 24x7.



**24/7**  
Custom website  
availability

Unlike some of our competitors' sites, which are updated at the end of each day, the Account Center updates automatically and provides real-time information. The site's wide range of features makes it convenient and easy to use and reduce the time it takes to research and purchase products on the contract. Administrators benefit from enhanced product and pricing standardization, purchase approval processes, and asset management. Each member's dedicated account manager can arrange a demonstration to make sure that users are familiar with the site's functions and benefits.

The new dashboard-like experience of the Account Center allows customers to:

- quickly view order information and filter orders by status
- browse outstanding quotes to convert to orders
- view orders that are awaiting approval
- easily navigate to order and payment reporting
- easily navigate the most popular features with a left-side navigation panel
- quickly reference previously purchased products

The following screenshot shows the layout of the new, easy-to-use format.

The screenshot displays the CDWG Account Center dashboard. At the top, there's a navigation bar with 'Cdwg's Account' and a 'Cart (0)' icon. Below this is a search bar and a menu with categories: HARDWARE, SOFTWARE, SOLUTIONS, CLOUD, BRANDS, BLOG, and DEALS. The main navigation area includes links for Overview, Orders & Quotes, Cloud, Settings, Tools & Services, and Account Team. The dashboard itself is divided into several sections: a left sidebar with navigation links (Overview, Orders, Quotes, Bundles, Saved Carts, Organization Favorites, Personal Favorites, Contracts, Software Agreements, Comparison Charts, Message Center, Links), a central 'Overview' section with a bar chart showing 'RECENT ORDERS' (44) and 'ORDERS PENDING APPROVAL' (0), and a right sidebar with 'RECENTLY VIEWED' items. The 'Overview' section also includes a 'QUOTES WAITING TO BE CONVERTED TO ORDERS' (9) box and a list of 'ORDERS BY STATUS' (All Items Shipped (0), Not Yet Shipped (44), Some Items Shipped (0), Ready for Pick Up at Will Call (0), Canceled (0), Backordered (0), Picked Up From Will Call (0)). The right sidebar shows three recently viewed items: Logitech S120 PC Speakers, Western Digital My Passport Ultra 1 TB External HDD, and Lenovo N22 Chromebook.

## Standard Features

Members can use their Account Center to:

- Connect with their dedicated account manager and team of specialists
- Maintain consistent, contract-compliant pricing
- Create and retrieve quotes
- Promote IT standards
- Track orders and shipments

- Manage purchases and payments
- Set shipping and billing preferences and manage contact information
- Control access to features and information throughout each organization

CDW•G's custom site is supported by our own team of specialists. Available during business hours, Site Support helps users to get the most out of their experience with our powerful online portal. Customers can easily reach them through the website.

## **Ordering and Payment Options**

CDW•G offers a wide range of order and payment options. Members can place orders through their Account Center as described above; via phone, email, standard mail, or fax to their account manager; and via email, phone, and fax to our Government and Education Sales Support team.

CDW•G accepts payment through:

- Credit Cards\* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI (Electronic Data Interchange)
- EFT (Electronic Funds Transfer)
- Procurement Cards

\*With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for orders that were previously invoiced on open terms.

### **Requirement**

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

### **Response**

The CDW•G account manager is the center of the customer service experience. Customers should always contact their dedicated account manager with any issues or inquiries. They are available during regular business hours for their customers' specific time zones. Our account managers determine the best next steps, elevating the issue, if necessary. They bring in the appropriate resources, such as their sales manager, a dedicated manufacturer

support coworker, a device manufacturer's technical or warranty support, or CDW Customer Relations.

As explained in the previous question, members can use their unique Account Center to contact their account manager. If an account manager is out of the office for the day, standard CDW•G processes require the account manager to designate one of their fellow team members to provide support to their account. Systems allow for communications to easily transfer from one coworker to the next, so that there is no lapse in support for the day. Members can also contact CDW Customer Relations or Technical Support in the following ways:

### Phone Support



### Email



### Live Chat

Need Help?



Start A Chat

**Government and Education Sales Support:** For Public Sector problem resolution.

Hours: Monday – Friday 7 am – 6 pm CT

Email: [cdwgsales@cdwg.com](mailto:cdwgsales@cdwg.com)

Phone: 800.808.4239

Fax: 847.419.6200

**Customer Relations:** For help with order status, product returns, or post sales assistance.

Hours: Monday – Friday 7 am – 9 pm CT

Chat Hours: Monday – Friday 7 am – 6 pm CT

Email: [CustomerRelationsReturns@web.cdw.com](mailto:CustomerRelationsReturns@web.cdw.com)

Phone: 866.782.4239

**Technical Support:** For technical support on hardware and operating systems for up to two years after the date of purchase.

Hours: Monday – Friday 7 am – 7 pm CT

Chat Hours: Monday – Friday 7 am – 6 pm CT

Email: [support@cdw.com](mailto:support@cdw.com)

Phone: 800.383.4239



CDW•G is committed to customer satisfaction no matter the situation. One way we have acted on this commitment is by developing our business continuity plans. These plans are intended to ensure the restoration of customer facing systems with little to no impact to our customers while keeping our coworkers and information safe. The details of these plans are confidential; however, we would be happy to provide them to Region 4 upon award.

#### **Requirement**

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

#### **Response**

As of the date of submission, and to CDW's knowledge and belief, CDW/CDW•G is not currently involved in any litigation involving customers, competitors, or employees which, if adversely adjudicated, would have a material adverse impact on CDW/CDW•G's ability to perform its obligations under an awarded contract.

#### **Requirement**

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows

#### **Response**

In order to drive membership sales and reach new members, CDW•G will work in partnership with National IPA's marketing department to develop a customized marketing campaign. We suggest holding marketing strategy calls two times a quarter. This teamwork allows both parties to come together and create targeted approaches, such as email blasts focusing on specific products on the contract. Through similar conversations, TCPN and CDW•G can decide the best approach for our press release, co-branded collateral pieces, regional advertisements, and trade show participation.

## Press Releases

CDW•G can host the press release on our media watch page, CDW.com. Below is an example of a recent announcement:

MARCH 28, 2017

PRINT »

### CDW Receives 2016 Google Cloud Partner Award for Education Customer Success

Email 1 Facebook Share 201 LinkedIn Share 249 Tweet 36



CDW coworkers accept the Google Cloud Global Partner Award for Education Customer Success.

For the second consecutive year, Google Cloud presented CDW its Global Partner Award for Education Customer Success. The presentation took place at Google Cloud Next 2017 in San Francisco. This award recognizes partners for their demonstrated sales, marketing, technical and support excellence while helping customers of all sizes transform their organizations and solve a wide range of challenges using the Google Cloud product suite, Google said.

## Social Media

CDW•G will use both LinkedIn and Twitter to reach current and potential members. We will also take a more personal approach. In addition to our corporate social media accounts, coworkers can also share information about this TCPN/National IPA contract as part of the CDW Social Squad. The CDW Social Squad is a program where more than 700 CDW coworkers actively share CDW, partner, and industry news content from their personal social media accounts.

Our account managers will connect with Texas buyers and customers all across the country using LinkedIn. Then, our CDW Social Media Team will provide our account managers customized content—relevant articles, emerging technology news, and, occasionally,



contract advertisements or information. Our account managers will push this content through their LinkedIn newsfeeds. While Spiceworks is not an appropriate place to advertise, we also monitor this site for TCPN/National IPA-related discussions so that we can answer questions and anticipate projects that could be purchased on contract.

### **Direct Mail**

No marketing campaign would be complete without digital and mail flyers. We'll make sure that ours are so useful and compelling recipients think twice before they commit them to the recycling bin.

### **Stuff We All Get**

We could never forget the mouse pads, pens, and other collateral emblazoned with the CDW•G's logo and the contract number. We want to place these gentle reminders of our contract wherever we can and offer them at trade shows. We will, of course, respect and adhere to all of our customers' gift policies. That means no suspenders for you, Proposal Evaluation Committee!

### **Advertising in Regional and National Publications**

We partner with three IT magazines — one focused on state agencies and municipalities, one on K-12, and one on higher education. These magazines provide content in a number of formats, including print, blog, video case studies, and e-newsletters. They provide valuable, targeted content and keep overt advertising to a minimum. We will work with these magazines to add TCPN/National IPA to their list of coverage, after which they will feature a TCPN/National IPA contract customer in at least one story each year.

### **Trade Shows**

We attend dozens of trade shows and special customer events in Texas every year. We cover every customer type that uses the TCPN contracts. What's more? We're not just a group huddled behind a red table top; we're on stage. While we're speaking at regional customer events, we'll make sure that Region 4 shares the spotlight.

CDW•G commits annually to attending the National Association of Educational Procurement, International Society for Technology in Education, EDUCAUSE, and Common Ground national trade shows. In addition, we attend Texas Computer Education Association, Texas Association of State Systems for Computing and Communications, Texas Association of Governmental Information Technology Managers, and Consortium for

School Networking regional events in Texas. At these trade shows, we will link customers with their account managers, who will explain the benefits of the Region 4 contract with current and potential new members.

### **Last But Not Least...**

We are also offering a contract transition resource at contract launch to ensure a smooth contract execution and increased adoption of the new TCPN/CDW•G cloud contract.

Larissa Newman has an in-depth understanding of contract structure options and how to customize to best meet specific technology solutions needs.



Larissa Newman

312.705.4078

[larninew@cdw.com](mailto:larninew@cdw.com)

Larissa is a public sector capture manager. She's acted as the project lead for a number of large contract ramp-ups, including NASPO ValuePoint Software Value Added Reseller contract and Oregon's statewide Hardware Value Added Reseller contract. As a key stakeholder in our solution development, Larissa will use her insight on the TCPN and National IPA contract nuances, paired with her knowledge gained in winning and launching large/national contracts to proactively mitigate potential roadblocks and support a successful ramp-up process.

**6 YEARS AT CDW**

Larissa's and CDW•G's wide experience with catalog contracts and our knowledgeable sales resources allow us to provide an excellent customer experience from the beginning.

### **Requirement**

- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
  - i. TCPN and Region 4 ESC Logo
  - ii. Link to TCPN and Region 4 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

### **Response**

The TCPN premium page, [cdwg.com/tcpn](http://cdwg.com/tcpn), currently includes most of these features as well as the ability to search for any item on the contract. David White will continue to keep this page up to date and add the appropriate features to fully meet the requirement for the new cloud contract.

#### Requirement

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

#### Response

As described earlier, our account managers act as the direct avenue to our customers; they will be the main drivers demonstrating the benefits of the contract to eligible entities. To complement our targeted marketing campaign, we will focus on mutually agreed upon goals, highlighting specific cloud solutions that make the most sense for eligible entities. For example, an organization concerned about the hostage-taking #1 cybersecurity threat of today, Ransomware, should consider Next-Gen Endpoint Protection security, which can be a cloud-based solution. Our business development teams will also use their customer relationships, experience, and expertise to position this contract for new customers.

Program manager David White will lead the efforts in creating sales force training and marketing collateral for account teams and business development teams to leverage in discussion with eligible entities. These tools allow CDW•G's front end stakeholders to keep the message consistent and clear; the TCPN/CDW•G agreement is one that furthers the benefits of technology solutions.

Public sector capture manager Larissa Newman will be available to assist sales teams from a value proposition perspective, providing strategic guidance in the best ways to present the contract to their customers. She will also be available for virtual and/or in-person customer meetings to present in tandem with the account team, when needed.

Finally, we will leverage our cloud team to provide value-added consulting and ongoing support in demonstrating the benefits of this contract for Region 4 customers' cloud initiatives. They have been involved in this opportunity since the beginning, and are very knowledgeable in TCPN/National IPA members' needs and how the contract can best be utilized to fit those needs.

#### Requirement

19. Explain how your company plans to market this agreement to existing government customers.

#### Response

CDW•G understands the difficulties that all organizations face in evaluating and choosing cloud contracts. Cloud can seem somewhat elusive at first. What are we buying? Where is our data going? How is it helping us?

CDW•G's salesforce and cloud experts have been answering these questions for years.

We can help existing government customers understand that 'cloud' is simply a different way of procuring the same functionality they have been managing for years, and most likely purchasing through different contract vehicles.



For example we organized a survey of more than 1,200 IT professionals across eight industries with direct involvement in their organization's cloud implementation to determine their successes, challenges and outlook for the future of cloud.

What we discovered is:

- More organizations are delivering the cloud services that they perceive as the easiest to transition – storage, email and Web hosting lead the pack, while fewer organizations deploy enterprise resource planning and customer relationship management/marketing services
- IT decision makers have mixed feelings about the actual vs. perceived benefits of cloud computing, with flexibility, ease of administration and security having the biggest disparity
- IT executives rate reliability the most important attribute for a cloud vendor, but 76 percent of organizations still say at least one cloud vendor has failed to meet their SLAs
- Security remains the primary barrier to moving more services to the cloud; however, organizations still consider delivering approximately one in three new IT services via the cloud
- Cloud implementations have streamlined, as respondents on average report that their first cloud implementation took 14 weeks, from start to finish, whereas subsequent implementations take only 10 weeks on average

The cloud market has matured, and many IT professionals have moved well beyond the fundamentals of cloud computing. They are exploring advanced topics and taking a deeper dive into the art and science of cloud computing, covering details of migration, financial outcomes and barriers to further adoption.

CDW•G prides itself on being a knowledgeable solutions provider and provides our cloud team and solution architects as a value added resource. Using all of these resources, we can:

- Unearth potential cloud opportunities for members
- Advocate for the benefits of this cloud contract against other cloud solicitations that have not succeeded
- Continue to educate our account managers and leverage their knowledge of talking to customers day-in-and-day-out

#### Requirement

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

#### Response

We will not need ninety days to implement the contract—the contract will be live on day one. David White, Program Manager, will set up the new contract in the system as soon as we receive the award letter.

We will review the terms and conditions keeping in mind what CDW•G and TCPN have agreed to in the past, simplifying the negotiation process. Once the terms are approved and in the system, we will update our wiki page for the training of our sales team and launch our marketing campaign. Since we have implemented TCPN contracts several times, we are already aware of the process and can prevent the delays and growing pains of starting the contract with a new or less experienced company.

Larissa Newman will be available to leverage her experience working with and launching large cooperative contracts in the past to ensure the current best practices are followed.

The tables below detail our proposal to TCPN for contract launch and marketing. This is tailored to the familiarity of TCPN/National IPA processes and preferences, as well as the unique details of the new cloud agreement.



TCPN Cloud Marketing Plan		Program Manager	Capture Manager	Business Dev / Sales
Award	<b>Announcement:</b> Utilize social media (Twitter and LinkedIn) to notify internal/external stakeholders. Announce on internal coworker social network as well.		X	X
	<b>Internal Education Plan:</b> Leverage an education plan for sales teams to encourage them to utilize this agreement; promote understanding of the contract to guide members to most effectively use the contract		X	X
	<b>External Education Plan:</b> Create an education plan for current and potential customers, as well as OEM partners, to promote understanding of the contract to guide members to most effectively use the contract		X	X
First 30-60 Days	<b>Electronic Collateral:</b> Create customized collateral for all TCPN/National IPA members and market segments, which can be distributed by CDW•G coworkers and TCPN/National BDs; collateral will be distributed monthly to members who request it		X	X
	<b>Website Deployment:</b> Contract will be deployed to every member's CDWG.com website, premium page or ePro marketplace catalog to ensure contract is considered for purchasing decisions; create a customized landing page for this contract that is accessible to members and potential members alike	X		X
Monthly / Quarterly	<b>Education Plan:</b> Enact an education plan for sales teams to encourage them to utilize this agreement; promote understanding of the contract to guide members to most effectively use the contract			X
	<b>Sales Reports:</b> Meet with and discuss sales trends to utilize in adjusting marketing plan for next quarter(s)	X		X
	<b>Technology Sessions:</b> Work with OEM partners to provide informational Technology sessions via Webex and/or in-person, co-branded between TCPN/National IPA and CDWG and OEMs to articulate the enhanced value offered through the cloud contract and provide helpful information on available solutions			X
	<b>Electronic Collateral:</b> Create customized collateral for all TCPN/National IPA members and market segments, which can be distributed by CDW•G coworkers and TCPN/National BDs; collateral will be distributed monthly to members who request it			X
	<b>Education Plan:</b> Enact an education plan for sales teams to encourage them to utilize this agreement; promote understanding of the contract to guide members to most effectively use the contract			X
Annually	<b>Event Participation:</b> Continue to participate in national and regional events			X
	<b>Marketing Strategy Meetings:</b> Discuss and measure marketing strategies, make changes as needed based on feedback; discuss and coordinate market opportunities and take part in TCPN/National IPA presentations			X
	<b>Sales Reports:</b> Meet with and discuss sales trends to utilize in adjusting marketing plan	X		X
	<b>Tech Specific Promotions:</b> Promote specific technologies with the help of our OEM partners to alleviate pain points that districts, institutions and/or governmental entities have every year			X



ESC Region IV Cloud Contract Launch Plan		Program Manager	Capture Manager	Business Dev / Sales
Intake	<b>Initial Review:</b> Pre-award stakeholders review documented CDW+G contract deliverables with post-award stakeholders to ensure are committed deliverables and expectations are met.	X	X	X
	<b>Contract Kick-off:</b> A call or series of calls established with Contracting Officer and other (ex. TCPN/National IPA) stakeholders to discuss/plan rollout of contract. Provide written timelines and summaries, in advance of calls.	X	X	
	<b>Project Plan:</b> A list of tasks and responsible parties to clearly identify ownership for Launch and Marketing (more details below).	X	X	
Set-up & Compliance	<b>Pricing:</b> Load pricing in Contract Editor for accurate price management. Update as special programs become available or additional solutions offered, as contract allows.	X		
	<b>Member Management:</b> Add/edit eligible members or Account Coding in Contract Editor; update regularly, per contract requirements.	X		
	<b>Custom Premium Page:</b> Create main landing page with applicable documentation and links, per contract requirements and stakeholder preferences.	X		X
	<b>Account Coding:</b> Work with Sales to update incorrect entries	X		X
	<b>Contract Champions:</b> Establish and document parties within Sales and other functions who are responsible for certain contract deliverables.	X	X	X
Education	<b>Notify Sellers:</b> Email notice to include contract details and links to wiki, documents, and other resources.	X		
	<b>Wiki Pages:</b> Include contract usage information, competitive landscape, copies of important documents, contacts, other resources and tips.	X		
	<b>Training:</b> Educate the sellers and other stakeholders on contract usage and compliance. Prepare Brainshark for later use.	X	X	X
Measure/Audit	<b>Reporting:</b> Establish contracted vs. adhoc reporting cadence. Secure resources for data retrieval.	X		
	<b>Audit:</b> Ensure that all items required under audit are retained in accordance with the contract.	X		
Grow	<b>Contract Strategy:</b> Provide competitive and practical information about how to sell on / off contract, possible combinations of contracts, local procurement regulations, etc.	X	X	X
	<b>Partners:</b> Work with partners to 1) secure special pricing and incentives 2) develop training (reseller programs).	X	X	X
	<b>Marketing:</b> Work with Sales, Marketing and TCPN/National IPA CO; Ensure collateral is in compliance with contract and reviewed by TCPN/National IPA CO prior to release, if required.	X	X	X
	<b>CO Meetings:</b> Meet with Contract Officer as required within the contract, or once per quarter.	X		
	<b>New Contract Adopters:</b> Identify and approach additional targets to utilize TCPN/National IPA Cloud contract.		X	X

### Requirement

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

### Response

As mentioned, our account teams are very familiar with TCPN/National IPA processes and value proposition. Training will be a simple reminder of those components and the practices, details, and differentiators unique to the cloud agreement.

The Contract's Program Manager, David White, conducts mandatory training sessions for all applicable Account Teams as an integral part of the structured contract kickoff plan.

Because David and the rest of our Program Management team are seasoned veterans to the nuances of TCPN's/National IPA's program, we task them to provide training to the contract's Account Teams and any new hires, ensuring they gain the knowledge of the contract's requirements and its processes from the onset of their interactions with customers.

Additionally, CDW•G conducts internal periodic contract trainings to update coworkers on contract changes and refresh their knowledge of the contract's policies and procedures. As David currently manages our other Region 4 agreement, he already has a sound understanding of the contract's foundational requirements; educating himself on the cloud contract is a swift process.

For quick questions on the TCPN cloud agreement, our Account Teams can head to our internal Sales Wiki page dedicated to the contract. David maintains this page with helpful information including access to an accurate Member list; contract pricing, fee, dates, and special volume discount offers available; websites, and marketing materials. This site even allows the viewer to see upcoming trainings, or send a training request to David if there are none currently scheduled.

### Requirement

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

### Response

CDW•G agrees to this requirement. Several CDW•G logos are available for Region 4 ESC's use following our Logo Usage Guidelines below.

## Logos & Guidelines

CDW welcomes customers, media and other entities to use our corporate logo, as needed. The core component of CDW's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

### Logo Usage Guidelines

When using the CDW logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW or its products or services, infringes any CDW intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW logo.
6. You may not frame or alter the CDW website in any way.
7. At CDW's direction, you will immediately remove the logo(s).
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).

### Requirement

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$\_\_\_\_\_ in year one  
 \$\_\_\_\_\_ in year two  
 \$\_\_\_\_\_ in year three

### Response

With many industry forecasters expecting public cloud providers and all cloud-based solutions to grow at an accelerated pace during the life of this contract, CDW•G expects significant opportunities in this space. One recent estimate has cloud computing growing by almost 20% from 2015 – 2020.

However, as organizations continue to evaluate their needs for cloud-based solutions, we are cautious in our anticipation of how the market will respond in the near-term. One of the things our customers like best about CDW•G is that we do not make reckless projections and bring unrealistic expectations to new (and existing) contracts.

Based on the historical growth of past cloud contracts we have been on and the current amount of vendors on the contract, we anticipate the following projected sales:

**\$2 million in year one**

**\$2 million in year two**

**\$2 million in year three**

### Requirement

24. It is important for end users to understand the designation of responsibilities as they pertain to the types of cloud offerings. Describe how your company will assist in educating customers on the distinct differences of IaaS, PaaS, and SaaS offerings and responsibilities.

### Response

As a leading provider of Cloud Solutions, we will help members assess priorities and determine which applications and processes should and shouldn't be moved to the Cloud. We will also help design the best delivery model - public, private, or hybrid - that provides the greatest flexibility while meeting their requirements. Our pre-qualified partner network makes it easy to find the right providers and to create a comprehensive, multi-vendor solution that meets members' specific needs.

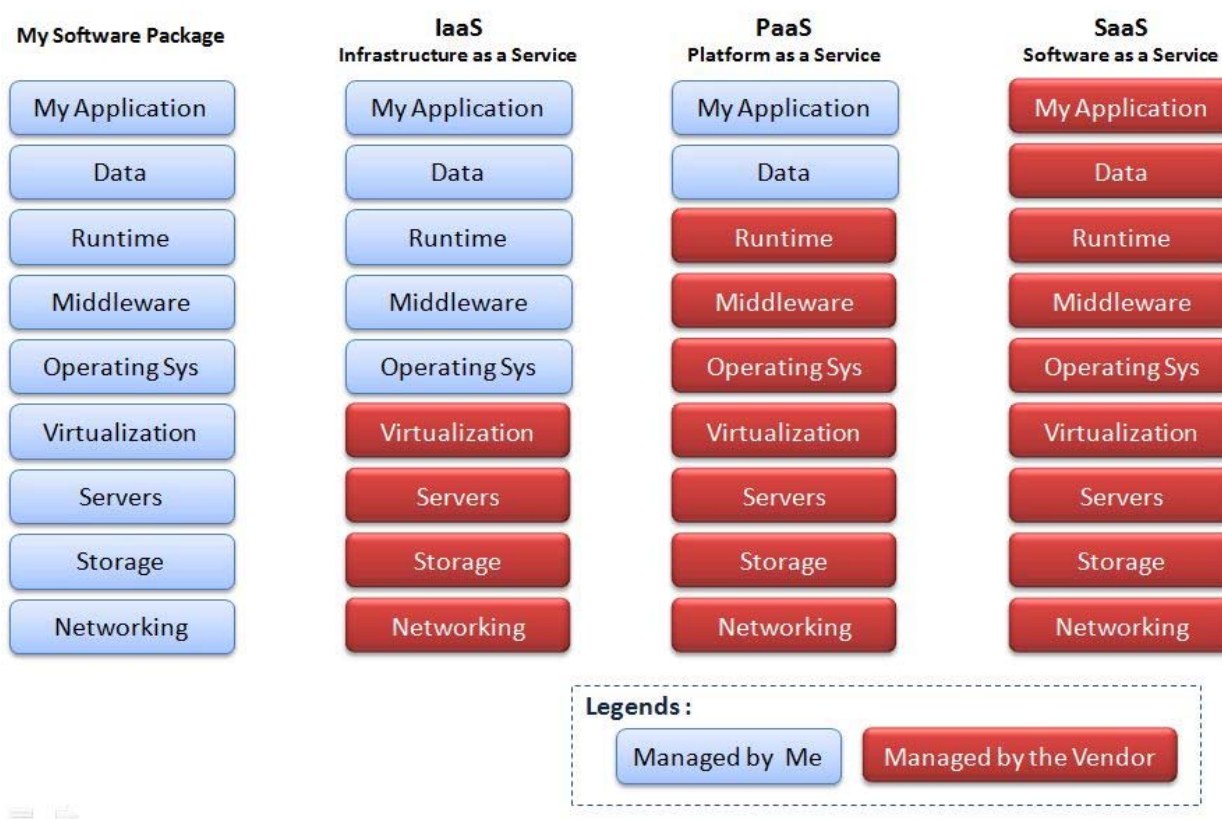
Our account teams have a prescribed methodology for engaging our cloud experts. The following are resources we have to support cloud solutions. While this list might feel overwhelming, engaging them is as simple as it's always been for TCPN/National IPA members. Collaboration is second nature to members' CDW•G Account Managers, they simply gather information on the member need and take care of the rest.

- **CloudSales** is the combined brain trust of CDW's Cloud "Generalists." Our account managers leverage this team for questions on our overall portfolio of cloud solutions. They assist in navigating customers to the correct cloud solutions for their needs, when a partner or specialist hasn't yet been identified.

- **CloudFulfillment** provides our account managers help in answering cloud fulfillment and logistic questions. They are responsible for reviewing and releasing all cloud orders, providing an extra layer of expertise to ensure purchased solutions are the correct solutions.
- **Cloud Client Executives (CCE)** are customer-facing cloud generalists. They are dedicated to specific customer segments, similar to our account teams. Their expertise is focused on breadth of our portfolio and overall cloud landscape. They collaborate with our account teams to consult with customers on cloud strategy and adoption. They are our account managers' resource for identifying the best possible cloud solution or specialist for a customer's opportunity.

The CCEs help offer guidance as to the differences between Infrastructure, Platform and Software as a Service offerings as well as which 3rd Party SaaS offerings augment the inherent offerings within large IaaS and PaaS providers (i.e. AWS, Azure, GCP, etc...).

## Cloud Computing Models



- Aggregation, Infrastructure and Managed Services (AIM) are also customer – facing specialists. Their expertise is connecting all the players needed to design a complete cloud solution. They provide assistance to account managers and customers to design best-breed solutions in network connectivity, colocation, cloud, and CDW Managed Services. The solutions they cover include IaaS, UCaaS, DRaaS, cloud storage, managed hosting, DaaS, hosted exchange, to name a few.
- Inside and Field Solution Architects (ISA & FSA) are resources that specialize in specific IT categories, such as security, data center, and collaboration/mobility. They assist when customers have identified what kind of solution they need but are looking for some guidance on who to leverage. They provide technical expertise with manufacturer neutrality.

## Resources in Action – SaaS Examples

### Leveraging SaaS Solutions in the Education Arena

Over the course of just a few weeks, CDW•G helped the IT staff at Cleveland's Cuyahoga Community College migrate 90,000 student email accounts running locally on Microsoft Exchange 2003 to Exchange 2010 Online. CDW•G expedited access and negotiations with Microsoft, including allowing the college to exceed usual limits on the number of accounts that could be migrated each day.

The agility and scalability inherent in cloud services were some of the main reasons a cloud solution was recommended. The school serves working adults, who take courses as their schedules permit; the college maintains student accounts and provides access to resources even during gaps in students' active enrollment. Going with a cloud solution allows the school to make necessary updates, even when students are not actively enrolled. Microsoft's offer of free student licenses for Office 365 ProPlus has significantly changed the financial equation for the school as well. When evaluating the migration costs to the maintenance and license cost savings, the decision to move to a SaaS based solution made sense. The move will save the school money in the future while providing a much higher value to students at no extra cost.

### SaaS Recommendations Based on Knowledge of Customer's Environments

CDW•G has worked with the Illinois Department of Corrections for several years. In 2012, CDW•G assisted the DOC in making the decision to move their Dynamics CRM on premise Solution to a Cloud Based model. The Dynamics CRM acts as an inmate management solution for the Department of Corrections. Transitioning an on premise model to cloud was

extremely sensitive, in making sure the license change was made properly, and without disruption to their service. CDW•G worked closely with Microsoft to structure the licensing properly, and effectively process the required documentation.

CDW•G also helped the Department of State (DoS) avoid a very costly and unnecessary \$12.2 million solution that Microsoft was urging them to purchase. Having a better understanding of DoS project requirements, CDW•G assisted in the re-architecture of their environment; licensing on virtual processor cores instead of physical. After validating the new configuration with the DoS, the licenses were re-quoted and purchased by the DoS for \$2.6 million. They applied the \$9.4 million in savings to necessary infrastructure to accomplish their mission.

### **Supporting Members with Expert Account Teams**

The knowledge base of account managers is also an impressive talking point. So, while we have many resources to support them, there are many technology requests they can quickly resolve themselves.

Our account managers spend months in our specialized training program before they interact with our customers. Following this training, they are provided hands-on guidance until they reach their second year in the role. They participate in more than 140 hours in each subsequent year of employment.

To ensure that our account managers and coworkers are able to consistently educate themselves and meet the high level of knowledge of performance our customers have come to expect from consulting and orchestrating complex technology solutions with CDW•G, we have an internal resource that functions as a library of knowledge and training. Coworkers are expected to meet certain certificate and completion standards. Each month there is a focus on a different technology.

Currently, there are nearly 100 options for just Cloud education alone in our internal training, or LearnCenter, library. The following is a representative sample of the types of trainings our account managers and coworkers receive in support of educating themselves and becoming subject matter experts to then pass this understanding off to customers:

- **Cloud Fundamentals:** Definition and overview of cloud computing
- **Why Should Companies Consider the Cloud? :** The benefits and challenges of transitioning to a cloud environment
- **Cloud Climate – What is a Hybrid Cloud Solution:** Cloud trends, especially with public and hybrid clouds
- **Cloud Foundation CF101-104:** Intro, Software as a Service, Infrastructure as a Service, and Cloud Services



- **Cloud Getting Started Workshop (Parts 1 and 2):** Overview of workshops available for customers

## **Cloud Readiness and CDW**

In addition to our internal resources dedicated to educating our coworkers on the latest technology, we understand that our vast partner network is an important piece to this stat. We have aligned ourselves with leading cloud solution providers to ensure best-in-class solutions and engaged partner support, including coworker education. The purpose of the continued training is to stay current on all program changes and enhancements. Each member of our account teams participates in manufacturer onsite visits and trainings to ensure that they stay up-to-date on the latest released products, when significant licensing changes occur, or when major end of life announcements are made.

Our software practice, team of technical specialists, and/or manufacturer partners often host trainings to bring your dedicated account teams abreast to the changes. This ensures they are able to clearly explain how these changes may or may not impact each member's solution, such as individual enrollees' environment or subscription/licensing agreement.

### **Requirement**

25. As cloud solutions rapidly evolve, describe your company's ability to meet the needs of new technologies as they arise.

### **Response**

As a company, CDW•G has internal resources dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies: a team of brand managers, category managers, partner specialists, a product data team of individuals, and field account executives, among others. We continue to leverage these assets to ensure we are offering the members state of the art technologies, while also vetting the benefits and the risks of new solutions and their appropriateness for application in members' environments.

Responsibilities of our resources include:

**Cloud Solution Partners:** To complement our cloud product offerings, CDW•G has built a portfolio of Cloud Solution Partners. We recurrently evaluate both existing as well as new entrants into the cloud services arena in order to ensure we can offer our customers the broadest choice of solutions which are considered best in class in the industry.



We continue to add partners that fit the commercial market, and partners that are relevant in both education as well as the government space. We ensure that these partners' solutions as well as programs align with education and government agencies both feature wise as well as from a cost

We will continue to leverage our assets and relationships to ensure we are offering members' state of the art technologies, while also vetting the benefits and the risks of new solutions and their appropriateness for application in different environments.

**Product & Partner Management:** Our category managers head our product & partner management department and are responsible for overall success and strategy of our technology categories. This team collaborates to monitor our manufacturer partners' performance in serving CDW•G customers and our business initiatives. The group, largely, is all located within the same offices as our sales team, facilitating easy communication of insightful lifecycle information. The highly collaborative relationships we have with our manufacturer partners allow us to quickly provide the Commonwealth the latest technologies.

**Procurement:** Our procurement team utilizes demand data to determine order quantity and manage proper flow of inventory. Overall, our inventory turns an impressive 24-26 times per year; evidence of our effectiveness in keeping the latest "best of breed" solutions at hand. Our buyers have close working relationships with all of our partners, who assist in pursuing and securing special buy-in opportunities; provide our new product launches and product lifecycles information; and keep CDW•G notified of marketing activities that would lead us to require a greater on hand inventory.

**Marketing Reporting and Analysis Team:**

Among its many other functions, this team develops analysis to evaluate product and brand trends. Additionally, they perform significant analysis of our partners and major competitors' pricing offers to ensure our advertised pricing stays competitive in the market.

**Sales Teams:** CDW•G's field account executives ("FAEs") are the dedicated onsite presence and direct conduit to the resources within CDW•G for our customers. Our K-12, State & Local, and Higher Ed segments focus on the needs of specific agencies.

This assignment structure allows our FAEs to be actively involved with and extremely knowledgeable about public sector current environments and evolving needs. They in turn,

with their account manager and business development, provide new technology input to our program managers to ensure we provide timely contract updates to give TCPN/National IPA members the ease of procuring the latest technologies.

Additionally, members of our sales team receive an average of 165 hours of training in their first year at CDW•G, and participate in more than 140 hours in each subsequent year of employment. Our sales teams focus on being certified experts in the products they sell; proof of this dedication is in the numbers. Our sales teams not only contribute to the effort of including emerging technologies at a contract level, they provide technology road mapping assistance at an agency level.



For example, when helping TCPN/National IPA members envision and implement emerging cloud technology, our account management team's introduction may provide a broad overview of several aspects of cloud deployment, or it may focus on a particular topic area, such as SaaS, depending on what the organization specifically needs.

Before investing in a larger scale cloud deployment, the organization may need a "quick start" to address short-term objectives and solicit internal buy-in.

With our Cloud partners, such as Microsoft, CDW•G will collaborate with members to obtain a deeper understanding of their vision and the cloud environment through sessions with senior level stakeholders and specialists. We will collaborate on a strategic vision for cloud's role in their organizations. Outcomes of the exercise include cloud roadmap and understanding of existing and emerging technologies to prioritize what to do today, tomorrow and 12-18 months from now.

**On-Site Vendor Representatives:** In each sales office, we have an area dedicated for vendor partners to work onsite at CDW•G. We feel this is an important investment in fostering a work-share mentality and maintaining focus on our customer's needs. With our partners' representatives sharing office space, account Managers and engineers collaborate to assist members, and provide insight to emerging technologies.

For example, we have a large, dedicated HP funded support team that provides expert guidance, which includes 8 vertical specific HP Business Managers to support sales team and 3 Team Leads to help communicate and inform on HP's offerings and strategies for the future.

We are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to be confident their products are market-ready, prior to their public release.

#### Requirement

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

#### Response

Due to the nature of our agreements, we cannot share this information about some of our cooperative agreements. Information about cooperatives/similarly structured agreements that we can share is listed below.

#### **National IPA**

As the only vendor on the National IPA IT contract, we have had huge successes growing the contract year over year. Our sales to customers nationwide were over \$390 million in 2016, more than 56% higher than the previous year's sales. This rapid growth is due in part to the personal relationships we have built with National IPA as their solely awarded partner.

#### **National Aeronautics Space Administration (NASA) Solutions for Enterprise-Wide**

##### **Procurement V (SEWP V)**

CDW•G's SEWP V contract offers a broad array of discrete hardware and software products for integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization, and collaboration to NASA and other Federal Agencies across the country and overseas.

We are one of the top performers for both value of goods and delivery orders processed on SEWP V; our sales are just under \$200,000,000 million from 05/01/2015 to 06/19/2017. CDW•G had our SEWP V catalog site tested, operational, and accepting orders on the first day of the contract. All reporting has been submitted on time, and includes the following reports: technology refresh, credit card orders, CLIN verification, order status, and admin handling reports. Catalog updates are processed every day, and in full compliance with the terms of the contract. CDW•G has consistently met or exceeded schedules required by the contract.

This includes catalog launch, reporting, order acceptance, and delivery. The contract requires delivery within 30 days, and CDW•G maintains a service level averaging just 8 days – exceeding the requirement by over 70%. CDW•G received an “Excellent” for timeliness in our most recent performance review.

Contact:

Darlene Harkins

301.614.7103

[darlene.harkins@nasa.gov](mailto:darlene.harkins@nasa.gov)

### **General Services Administration (GSA)**

CDW•G's GSA contract offers federal government customers a similarly large breadth of products for integrated IT solutions as SEWP V. Our 2016 GSA sales total \$184 million. Our quarterly reports have been on time and accurate for the life of this contract, which we have held in active schedule since 1999.

Contact:

Warren Reddick, PMP

404.224.2384

[warren.reddick@gsa.gov](mailto:warren.reddick@gsa.gov)

### **Requirement**

25. Describe the capacity of your company to report monthly sales through this agreement.

### **Response**

While other companies rely on their sales teams to do all the reporting and keep TCPN/National IPA members in compliance, CDW•G utilizes our experienced Program Management team, which ensures we keep up our record of on time, compliant reporting.

When it comes to monthly reports and contract compliance, David White, your dedicated program manager, has Region 4 and TCPN/National IPA members covered. For more than 10 years, CDW•G has built relationships with key personnel. We work collaboratively, addressing any concerns in monthly phone calls. We maintain an open line of communication to ensure all stakeholders are in compliance and happy. Our contract administrator, Griscelda Lara, has an established relationship with Jessica Proulx and submits all monthly reports.

**Requirement**

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

**Response**

CDW•G has a wide range of reporting capabilities that are available to TCPN/National IPA members. These capabilities are accessible through the Account Center, their dedicated account manager, or your dedicated program manager, David White. The beauty of partnering with us is that we offer reporting flexibility from top to bottom.

Most resellers do not offer consolidated billing; CDW•G is no exception. However, we believe that our system is superior to consolidated billing. Account Center users are able to view standard reports and create and save custom reports. Reports can be generated for a variety of timeframes and differentiated by site, buyer, city, state, product, etc. Reports can be downloaded into Microsoft Excel, CSV and tab-delimited files. Standard data fields include:

- Manufacturer name
- Item description
- Part number
- Cost per unit
- Order quantity
- Date ordered
- Purchase order #
- Purchased by

In addition, the respective account manager can set up custom fields to meet any further reporting requirements:

- Establish custom fields according to accounting guidelines for tracking and reporting.
- Activate one or more custom fields to track purchases at the line item or order level.
- Choose from cost center, department number, accounting code number and more.
- Print invoices that become part of purchase and account history data.

The Purchase Authorization System (PAS), allows members to internally monitor who is ordering and how many orders are coming in and out.

Invoices are emailed in PDF format the day the invoice is generated or mailed the day after the order ships, depending on customer preference. When a product is drop shipped from a vendor, CDW•G will invoice the customer once we receive the invoice from the vendor. Copies of original invoices can be printed via the customer's CDW•G Account Center. If customers have questions about an invoice, they should contact their dedicated account

### Requirement

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### Response

#### **Limit Number of Awards**

Region 4 can focus less on contract management and more on the partnership between their organization and your organization, if you reduce the number of awarded vendors. CDW•G is the single awardee of the National IPA IT contract, and those contract sales amounted to nearly \$400M in 2016. Both parties invest time and effort into making collaboration the best it can be, developing personal relationships and bringing their expertise to create mutually beneficial initiatives. This level of collaboration is only possible when both parties have the resources and the buy in to develop the partnership. By reducing the number of awarded vendors, TCPN and CDW•G will be in the perfect position for increased collaboration to drive TCPN/National IPA cloud sales.

#### **Lower Administrative Fee**

In order to stay competitive and drive more customers to use the contract, we suggest that TCPN lower the administrative fee. Customers are drawn to cooperative contracts because they can pay lower prices than they would on their own, and TCPN earns more money as more customers use the contract. In our competitive economy, there are now many cooperative agreements for customers to choose from. Many of these contracts, including smaller, regional contracts, have lower fees. For example, Texas DIR's fee is 0.75%. Account managers compete with contracts that have these lower fees, which in turn steers business toward those contracts and away from contracts with higher fees. By reducing the fee, CDW•G account managers will be able to compete effectively with other options in the marketplace, which will drive more sales on the TCPN/National IPA contract. We also believe this proposed fee is aligned with TCPN/National IPA's mission of providing

governmental and public entities opportunities for greater economy in procuring goods and services.

### **Reporting**

We would like to see the administrative fee be paid by the 45<sup>th</sup> day of the following month, and for reporting to be due TCPN's format by the 15<sup>th</sup> day of the following month. By changing these two piece, this aligns the requirements with our current Agreement with ESC Region IV and creates a best practice standard for potentially managing both Agreements.

### **Requirement**

28. Please provide your company's environmental policy and/or green initiative.

### **Response**



#### **The History of CDW's beGreen Program**

CDW recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen program. The beGreen program provides coworkers with a platform to reduce, reuse and recycle in an effort to make CDW's operations leaner, more efficient and more environmentally responsible. CDW is committed to reducing energy demands, managing energy consumption and reducing environmental impact, while realizing economic growth and opportunities. CDW continually works to develop our efficiencies, waste reduction and comply with ISO 14001 standards. Since the inception of the program, CDW has seen overwhelming coworker participation in beGreen. They have the opportunity to share their green ideas with CDW and organize our sustainability goals.

Coworkers have consistently responded to the campaign with suggestions, ideas and questions. The feedback has been positive and the level of participation has surpassed our expectations.

CDW has a cross functional team of coworkers who contribute to the program management, the beGreen Team. The team consists of an Environmental Programs Manager who works with designated "Captains" and "Rangers" in multiple CDW locations nationwide. The Captains and Rangers, in turn, work to ensure the consistency and integrity of the beGreen program, as well as share feedback on concerns and support with each location's needs. In the eight years since its inception, beGreen has continued to thrive and grow.

beGreen focuses on several key areas: coworker education, community awareness, recycling, resource conservation and ISO 14001 standard. We aspire to become an industry

leader in environmental responsibility, because it's the right thing to do. We're proud of our innovative programs, strong recycling and the energy saving efforts that CDW has implemented and we continually improve upon these efforts.



### **ISO 14001:2004 Certification**

We are proud to report that CDW's distribution centers are ISO 14001 certified – the international standard for environmental management systems. This certification has been awarded to CDW's distribution centers located in Vernon Hills, IL. and North Las Vegas, NV.

"CDW is committed to sustaining a strong environmental policy that helps protect the environment and provides our customers with an efficient and cost-effective way of doing business," said Jon Stevens, senior vice president, operations and chief information officer at CDW. "We are honored to receive this certification as a validation of these ongoing efforts, and we appreciate our coworkers' dedication to serving the needs of our environment and customers."

CDW's Environmental Management System (EMS) establishes a common reference for communicating environmental management issues between CDW and its partners, customers, regulators and other stakeholders. Further, this system provides organizational structure, practices, procedures, training, processes and resources for implementing, reviewing and maintaining CDW's environmental policy.

For more Information about CDW's ISO14001:2004 certification, please contact [ISO 14001@cdw.co m.](mailto:ISO14001@cdw.co.m)

### **Sustainability at CDW**



In connection with the beGreen program, CDW continually improves upon our environmental sustainability. Here are some notable highlights regarding the many steps we've taken to make a difference:

#### **Lighting & Energy Management:**

- Our offices and Distribution Centers are outfitted with automated climate control systems that only run when the space is occupied to help ensure we don't waste power after hours.



- The Vernon Hills Distribution Center's conveyor system detects when a product has not been carried on the line for longer than 5 minutes and automatically shuts down until a coworker restarts the line.
- The Las Vegas Distribution Center's control system is designed to monitor outside and inside temperatures and throttles the system up and down accordingly. In the spring and fall seasons, the system is able to use outside air for cooling.
- In our Vernon Hills location, we added tankless water heaters to our Daycare/Fitness Center and to our café to reduce energy consumption by only heating water when needed.
- In 2015, the Las Vegas Distribution center has updated all of their 455 watt metal halide high bay light fixtures with 192 watt LED fixtures with motion control sensors built into the fixtures for improved control, to reduce power usage, and to minimize out impact on the environment.
- In 2016, the CDC updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment.
- In 2016, the CDC put in new air compressors that are more energy efficient to avoid the wasted or high use energy.

**Waste Management:**

- CDW offers coworkers incentives to refill their drinking containers in our cafés to encourage the use of reusable bottles and cups.
- A company-wide, internal toner cartridge recycling program was implemented to ensure proper disposal of cartridges.
- CDW's Vernon Hills location compost all back of the house materials from our cafeteria to gain enriched soil and remove the products from the landfill.

**Eco-friendly Alternatives:**

- Our maintenance crews replace petroleum-based degreaser products, when possible, with a citrus-based cleaner/degreaser that is made from natural products and is better for the environment.
- Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.

**Coworker Engagement:**

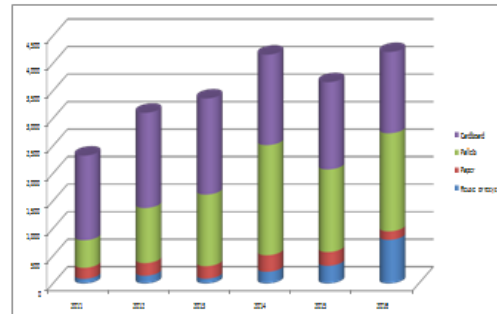
- Multiple locations participate in our annual Earth Day celebration, intended to educate coworkers on sustainability by providing them with information and products.

Additionally, CDW's participation in Earth Hour encourages everyone to adopt energy efficiency measures to consume less energy, water and other natural resources. These events are held to assist our coworkers in considering sustainable opportunities both at work and home.

- In 2013 and 2014, CDW added community involvement to its beGreen program by participating in the Vernon Hills, IL, Adopt-A-Roadway Program. Volunteers collected trash and debris to make our community a "greener" place to live and work.

#### Recycling at CDW

CDW reduces and eliminates waste, when possible, through recycling. All waste is safely and responsibly handled and disposed. We also reuse when ever possible to avoid the waste stream and recycling efforts. Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, wooden pallets and paper. In 2016, we recycled approximately 1,400 tons of corrugate, 1700 tons of wooden and plastic pallets, 800 tons of shrink wrap and other recyclables and 155 tons of paper<sup>1</sup>. While fluctuations vary depending on the volume received each year, our recycling efforts have resulted in a consistent reduction in our waste hauls from three times a week to only twice a year. Due to comingled recycling the Las Vegas Distribution Center has realized a 96% diversion rate for waste. To the right is a graph displaying the total recycling results CDW has achieved at its Distribution Centers.



\*Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

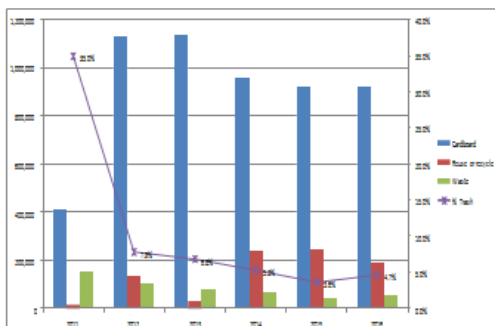
As a part of our ISO 14001 certification, CDW set a goal for 2017 to reduce the impact of waste sent to landfills by ensuring recyclable items are properly disposed of through our network of recycling bins at our Vernon Hills Distribution Center. We will also work to maintain the 96% diversion rate at our Las Vegas Distribution Center. To the left is a look at our annual tons recycled as compared to our waste tonnage at our Vernon Hills and Las Vegas distribution centers.

Numerous recycling centers have been set up on each floor of our office locations, making it easy and convenient for coworkers to recycle plastic, cardboard, aluminum, glass and other materials. Signs are posted in each recycling area making it easy for coworkers and visitors alike to join CDW in its ongoing commitment to environmental

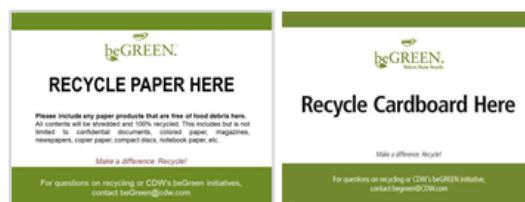
#### Reducing Waste—Central Distribution center



#### Reducing Waste—Western Distribution center



<sup>1</sup>Paper count includes attached office recycling in the 200 N Milwaukee Ave building.



## Packaging & Transportation

CDW supports environmentally friendly shipping methods through efficient use of materials and natural resources. We achieve this through our shipping partners, recyclable packaging and smart packaging systems.

- Over 95% of our shipments use carriers that are enrolled in the EPA Smart Way Transport Partnership<sup>2</sup>.
- Our pick-pack shipping containers are made of the maximum allowable amount of post-consumer recycled material and are 100% recyclable.
- We are also focused on increasing capacity utilization in our supply chain through effective transportation routing and carrier usage. CDW Logistics works to consolidate shipments with suppliers to limit the amount of movement and touches along the supply chain, which enables carrier partners to reduce their CO2 emissions.
- We use manufacturer packaging when possible, with more than 50% of our shipments being sent in the original manufacturer packaging, instead of being repackaged in new boxes.
- We have also redesigned our box estimation program to use the least amount of packaging necessary, while achieving industry best-in-class levels and ensuring customer satisfaction. Today, our systems take into account the dimensions and weight of product to maximize the amount of product put into each box.
- We have implemented envelope shipping for small items that do not have a high risk of damage. This will limit the amount of packaging required for recycling by the customer after receipt. The envelopes are made from 100% recycled material and are 100% recyclable.



<sup>2</sup>“The Smart Way Transport Partnership helps freight companies improve fuel efficiency, increase environmental performance, and increase supply chain sustainability.” — EPA

## DW's Data Centers

CDW has an ongoing commitment to energy efficiency in our data centers. We test and implement new tools and programs to continuously improve our energy usage and to help

control operational costs. Our data centers have performed key upgrades to allow us to enhance and measure these efficiency improvements:

- All light bulbs and ballasts have been replaced with high efficiency equivalents.
- Our Minneapolis office location installed a light timer that saves roughly 8 hours of “lighting time” daily. The estimated savings of having these 668 lights off for 8 hours per day translates to a savings of just under 20kWh of power saved daily.
- The HVAC systems in the Madison & Minneapolis office locations were redesigned to improve efficiency by allowing the air conditioners to consistently operate at their peak efficiency thereby reducing energy usage.

Power Usage Effectiveness (PUE) monitoring has been deployed in both the Madison and Minneapolis locations. This real time efficiency monitoring meets EPA standards for measuring data center PUE and provides CDW with a view of our energy efficiency so adjustments can be made while also gauging the effectiveness of our efforts. To date these efforts have paid off in our data centers and have resulted in the following savings:

- Air conditioning set points were increased by an average of 6 degrees, translating to a cooling utility savings of nearly 25%.
- Annual energy cost avoidance savings to date is over \$300,000 and growing.

For more information on the beGreen program or CDW’s sustainability efforts, please email [beGreen@cdw.com](mailto:beGreen@cdw.com).

### Requirement

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

### Response

CDW•G holds the applicable licenses and certifications to do business in every state included on this contract. Sometimes, a local agency requires a license or certification we may not hold. When this happens, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer’s need. We also follow all applicable laws, such as prevailing wage legislation.

While CDW•G does not hold any diverse business certifications, we believe our partner network supports more TCPN members with their diverse business requirements than a respondent that holds these accreditations. The majority of these requirements are at a state or even local level. An accredited vendor will meet the requirements of their headquarters' state, but they probably will not meet the diverse business requirements of members in other states. We have over 600 partnerships with minority, women-owned and other diverse businesses across the country. These businesses include, but are not limited to, product manufacturers, distributors, and service providers. We hold partner certifications with the more than 1,400 partners of the products we carry.

Most often, we hold the highest level of partner certification available. We are a Microsoft Gold Certified Partner, number one ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW•G is a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada

We also regularly win awards, such as four Microsoft 2016 Partner of the Year awards, including Microsoft's Gold Level Excellence in Operations Award for delivering market-leading operational excellence supporting Microsoft technology over the past year, and the 2016 Google Cloud Partner Award for Education Customer Success award.

We have resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions. As technology quickly advances, we add the latest and best innovations to our catalog.

Our thousands of manufacturer and service partners cover so many specialties that there is not a single, consistent certification or license that we require of every partner. The certifications that indicate a strong cabling partner are not applicable to security software partners. Therefore, instead of settling on a single certification that each partner must have, we have developed a system for choosing the best partners in each area of need for members.

We follow this process for our more than 150 cloud partners as well. Region IV can be sure the more than 200 cloud solutions in our portfolio offer limited member risk. Examples of the typical certifications held by our cloud partners include:

- FedRAMP Federal Cloud Computing Standard (Federal Information Security Management Act – FISMA – applied to Cloud); Federal Risk Management Framework for Cloud Services
- HIPPA – Healthcare specific requirements

- CJIS – Joint FBI and State ID Bureaus to protect sensitive information

CDW•G is happy to provide members with certification information on specific cloud offerings, when requested.

### **Requirement**

30. Provide a minimum of ten (10) customer references for product and/or services specific to the scope dating within the past three (3) years. References should include at least one customer who is:

- Using Microsoft Azure Solution
- Using Amazon Web Solution (AWS)
- Academic/education leveraging a cloud solution
- Using a PaaS Solution
- Has purchased an IaaS Solution
- Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace

Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

### **Response**

Please see Tab 5 for our CDW Government LLC's references.



# Tab 4 – Product/ Services Specifications



## **Appendix B:**

### **PRODUCT / SERVICES SPECIFICATIONS**

Region 4 Education Service Center (ESC) is seeking highly qualified vendor(s) for **Total Cloud Solutions** on a national basis. Respondents must be able to accommodate a nationwide demand for products/services and to fulfill obligations as a nationwide Supplier. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN participants, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs. Therefore, we are requesting Respondents to offer product/services and meet the specified requirements as defined below:

#### **Public Cloud Service Providers (CSPs)**

For each CSP your company is authorized to resell, please:

- a) Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.
- b) Provide proof of your company's authorization to resell
  - For CSPs primarily engaged in delivering IaaS/PaaS, proof of authorization to resell must come from the CSP
  - For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel
- c) Copy of (or link) any current CSP Service Level Agreement (SLA)
- d) Copy of (or link) for any other relevant terms and conditions that may be required by the CSP
- e) CSA STAR Self-Assessment
  - All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self-Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry

#### **Private Cloud Infrastructure**

Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to resell, please:

- a) Specify how its solutions are relevant to private cloud infrastructure
- b) Provide proof of your company's authorization to resell
  - Proof of authorization to resell may come from either the CIP or an authorized distribution channel

#### **Cloud Application Development**

Describe your capability and approach to:

- a) Modernizing and migrating legacy applications to run on Customer clouds.
- b) Developing and deploying new applications to run on Customer clouds.

#### **Managed Cloud Services**

Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds





# Product/Services Specifications

## Requirement

### Public Cloud Service Providers (CSPs)

For each CSP your company is authorized to resell, please:

a) Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.

## Response

CDW•G goal is to offer you the broadest portfolio of cloud solutions tailored to fit your business now and as it evolves. Our portfolio encompasses SaaS, Paas, and IaaS solutions with private, community, public and/or hybrid deployment models available.

CDW•G works with more than 100 world-class cloud partners, including Microsoft, Egnyte, and Nasuni, covering over 250+ cloud offerings from including but not limited to the following:

- Security
- Back-up & Disaster Recovery
- Infrastructure & Platform as a Service
- Office Productivity
- Unified Communications
- Plus many more

Because of the broad scope of solutions, it would be difficult to provide the information as requested. However, Region IV can be sure these Infrastructure-as-a-Service (“IaaS”) and Software-as-a-Service (“SaaS”) partner offerings are chosen carefully in accordance with strict guidelines.

Our partners meet stringent legal benchmarks, as well as service-level agreement requirements when applicable. Our partners have proven geographical advantages, such as the locations of data centers for optimal performance when it comes to redundancy, data protection, and user latency, and reputational differentiators like scalability of solutions to meet all needs, shapes, and sizes. They also must meet back-end operational conditions for

ease of management. As with all CDW•G solutions, TCPN/National IPA members can be sure they are getting the strongest, most reliable solutions available.

Through CDW•G you will get a clear view of all your solution options, without being locked in to a single provider, now and in the future. And all of this comes with the convenience of working with just one partner who is with you for the full lifecycle of your cloud deployment.

### **Requirement**

- b) Provide proof of your company's authorization to resell
- For CSPs primarily engaged in delivering IaaS/PaaS, proof of authorization to resell must come from the CSP
  - For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel

### **Response**

Please find in the pages following this section CDW•G's authorization to resell Microsoft products and services, including their public cloud offering Azure.

As for the many additional CSPs that we intend to sell upon award of this contract, based on #10 of the Questions & Answers posted for this Solicitation online, we will opt to add additional CSPs, so long as they meet Region 4's requirements, after award.

Please know we only partner with the most proven, reliable, and secure cloud providers in the industry. We continuously examine the market for new providers that meet our customers' stringent requirements regarding service level and viability.

And our partner management process doesn't end with selection. We actively manage our partners to ensure that they remain relevant and that they are working just as hard to ensure a superior member experience as we are.

Region 4 can be sure the CDW•G method is one that works. CDW has offered cloud-based solutions for more than ten years and supported our customers with \$1.5 billion's worth of cloud solution purchases last year alone.

### **Requirement**

- c) Copy of (or link) any current CSP Service Level Agreement (SLA)

### **Response**

#### **Microsoft**

<https://azure.microsoft.com/en-us/support/legal/>

<https://azure.microsoft.com/en-us/support/legal/subscription-agreement/>

### **Requirement**

d) Copy of (or link) for any other relevant terms and conditions that may be required by the CSP

### **Response**

[https://www.microsoft.com/en-us/UseTerms/Retail/Windows/10/UseTerms\\_Retail\\_Windows\\_10\\_English.htm](https://www.microsoft.com/en-us/UseTerms/Retail/Windows/10/UseTerms_Retail_Windows_10_English.htm)

### **Requirement**

e) CSA STAR Self-Assessment

- All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self-Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry

### **Response**

Microsoft's Azure responses to the Cloud Security Alliance's CAIQ can be found here:

<https://www.microsoft.com/en-us/TrustCenter/Compliance/csa>

### **Requirement**

Private Cloud Infrastructure

Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to resell, please:

a) Specify how its solutions are relevant to private cloud infrastructure

### **Response**

When agencies are considering the most mission effective and cost effective means of IT delivery for a given application or service, there are three primary options to choose from:

- A Public Cloud provider such as Microsoft Azure or AWS,
- Traditional IT service delivery in a client/server or Mainframe configuration,
- Private Cloud.

Private Cloud allows an organization to become the internal cloud service provider to their organization. When they have IT applications or services that can take advantage of Cloud characteristics such as rapid elasticity, metering of services, self-provisioning and the pooling of resources but the organization cannot or is not comfortable utilizing a Public Cloud Service Provider, Private Cloud can be the best option.

Private Clouds consist of storage, compute and network infrastructure assets with specialized software (often referred to as Cloud Orchestration software) that allows for the pooling of those infrastructure assets so that applications and services receive exactly the resources they need, when they need them. Private Clouds are specifically scoped and configured to meet the unique needs of the agency.

When an agency determines a Private Cloud is the most mission-effective and cost effective means of IT delivery, CDW•G will work with the customer to help them size and scope the Private Cloud infrastructure according to their specific requirements. The Private Cloud solutions are built to suit and we will work with the key stakeholders within the organization not only in the sizing and scoping but also in other key stakeholder areas such as security posture and networking considerations.

The sample of private cloud infrastructure OEMs we are presenting in our response—Cisco, Dell EMC, and HP—are leading providers for this new technology. CDW•G has proven capabilities and resources, as discussed in Tab 3, to help members in every or any aspect of their Private Cloud infrastructure initiative so the mission can begin to achieve the efficiencies and cost savings that comes with rapid-deployment, elasticity and the pooling of resources.

With respect to "built to suit". A Private Cloud will consist of Network, Compute and Storage components combined to make up the infrastructure stack. CDW•G partners and has reseller agreements with every major manufacturer of IT so we can provide choice of best-of-breed manufacturers for each of the components in the Private Cloud infrastructure stack. Along with our more than 700 deeply technical resources who collectively hold every major IT certification, CDW•G as a company has earned prestigious OEM Cloud recognition, including Cisco's Master Cloud Builder Specialization certificate and HP's Cloud Center of Excellence. We can accommodate any customer preference with regard to manufacturer because we work and train directly with the manufacturers.

We know and understand the various manufacturers' equipment as well or better than they do themselves, and we can bring that expertise to bear for members' needs. We can help scope the requirements and translate those to the best infrastructure components. We receive directly from the manufacturers into one of our two world-class distribution centers each being 500,000 square feet in size. We own the facilities and are strategically located just outside of Chicago and just outside Las Vegas. Within each distribution center is a

separate and controlled-configuration center where we can build (rack/stack) and custom configure to the needs of members.

The ability to custom configure includes not only the agency specific configuration of the infrastructure components according to OEM best practices, but also agency specific requirements for information security (i.e. inclusion of required security controls). We work with the customer's information security team right up front to achieve as much of their specific security posture in our configuration efforts so that the agency can receive a known-good Private Cloud system, be able to internally certify/accredit the system and ultimately deploy into service in much, much shorter period of time. The time savings achieved working with CDW•G to deliver a private cloud versus identifying, scoping, ordering, building and certifying on your own can be quite significant (up to many months).

To summarize, CDW•G can work with the agency to identify their specific requirements for a Private Cloud infrastructure. We can accommodate preferences in infrastructure components if the member has any, and if not, we can identify which infrastructure components would be best based on their requirements. We can build and custom configure these components, again based on the specific member requirements. We can do so through receipt directly from the manufacturers and build/configure in our facility where we employ rigorous secure supply chain methodologies (ISO certification). Finally, we can audit and provide documentation of adherence to any required security controls so that risk of the Private Cloud infrastructure to help advance the customer's internal certification of the system ahead of deployment. This will allow the mission to deploy much, much faster and begin to realize the efficiency and cost savings that cloud computing can bring.

#### Requirement

b) Provide proof of your company's authorization to resell

➤ Proof of authorization to resell may come from either the CIP or an authorized distribution channel

#### Response

Please find in the pages following this section CDW•G's authorization to resell Cisco, Dell EMC, and HP.

As for the many additional CIPs that we intend to sell upon award of this contract, we will opt to add additional OEMs, so long as they meet Region 4's requirements, after award.

#### Requirement

### Cloud Application Development

Describe your capability and approach to:

a) Modernizing and migrating legacy applications to run on Customer clouds.

### **Response**

Cloud computing has transformed IT into a complex array of technologies and services – solutions that are worth the effort, but a challenge to plan, deploy and manage. 59% of IT professionals say they would make more use of cloud, but the complexity of migration and integration is holding them back. Meanwhile, organizations also struggle to estimate cost impacts, as 53% say their financial models are off by more than 10 percent. In other words, today's IT executives are seeking counsel and resources to assess, design, deploy and manage a flexible and tailored cloud strategy, especially when it comes to modernizing and migrating legacy workloads.

When it comes to the modernizing and migrating of applications to Public, Private or Hybrid computing environments, CDW•G, through our trained account managers and cloud subject matter experts, starts by helping customers understand what the best decisions around those applications feasibility wise, financially as well as operationally. CDW•G assists Education and Government organizations in such reviews of their existing workloads and applications through our Cloud Planning Services portfolio offering. The initial review of such applications would be accomplished through both diagnostic as well as advisory services designed to determine which applications and workloads are eligible for such a migration.

The offering enables organizations to select from an array of advisory services that produce insights and recommendations for a cloud strategy – with the option of ramping services based on need. The benefits include:

- Cloud Lifecycle Visibility - Examine network infrastructure performance through its cloud lifecycle to predict performance and avoid pitfalls
- Make informed decisions on cloud providers, then test and validate cloud IaaS performance before and after the migration

### **Requirement**

b) Developing and deploying new applications to run on Customer clouds.

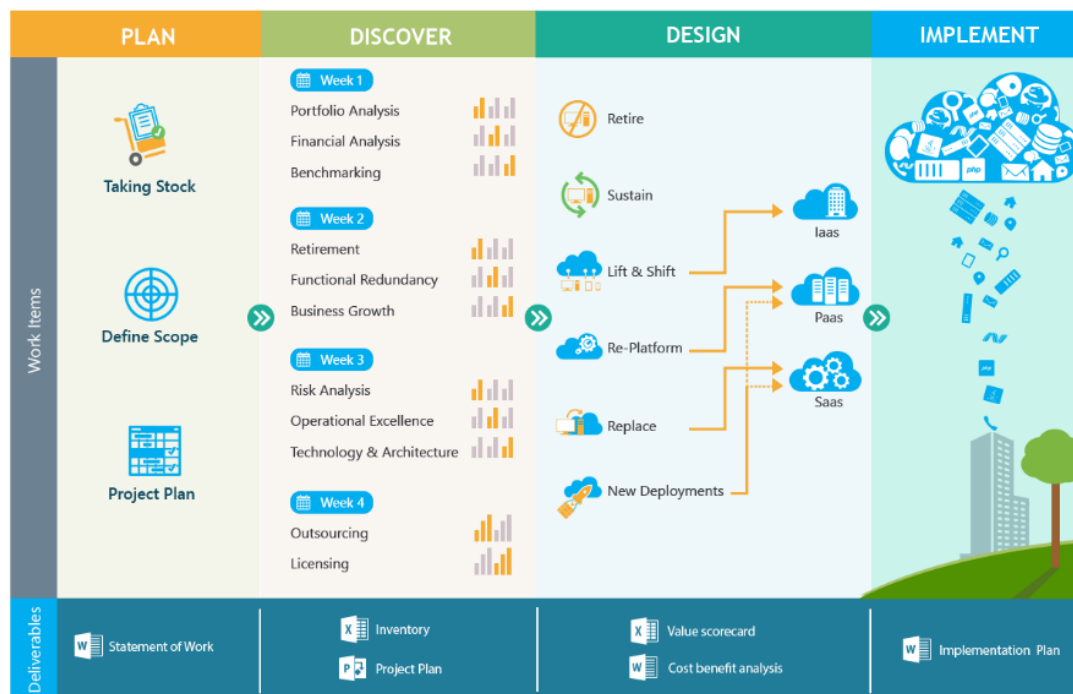
### **Response**

CDW•G's approach to developing and deploying applications on the cloud varies depending on the customer/project requirements. In all instances we deliver such services through our trusted partners who are chosen carefully in accordance with our strict guidelines, stringent legal benchmarks, as well as service-level agreement requirements when applicable.

CDW•G remains throughout the process as your Point-of-Contact but allows our partners to take the lead around development and deployment, collaborating with our own cloud experts when necessary. The following outlines our partners' capabilities and experience in this area.

Some engagements are established, where the client has decided on direction and is looking for additional guidance and support. The majority of the time our partners work with the customer to help them identify what their logical and best options are. There are also customers looking for pure guidance as to what they should be doing on the Cloud referencing trends within their industry. We provide a step-by-step example using Microsoft Azure to illustrate this process.

The most beneficial approach is to perform a cloud assessment to identify recommendations and a defined delivery plan. With all client engagements, the exercise takes a similar path that helps determine which Cloud Delivery Model the project fulfills based on customer expectations and needs (e.g.) IaaS, PaaS or SaaS, etc.



The above picture shows the assessment process our partners work through and explains the steps they go through to arrive at the Cloud Delivery Model for an application. Their process is to focus on PaaS or SaaS (unless there is a compelling argument against it) regarding new applications so that the customer can take full advantage of the Azure Cloud Platform.

If the application already exists, the approach with our customers is to complete a questionnaire about the application which then gets turned into a value scorecard. Ultimately it is this value scorecard that would dictate what Cloud Delivery Model the application falls under.

For new applications, answers to some of these questions are answered as our partner compiles the requirements. The graphic below shows the value scorecard process.



Once the delivery model has been determined, the next step would be to use the Microsoft recommended Cloud Application Development Patterns to identify which services to use and how the application itself will be structured.

## Deployment Approach

Development & Operations takes maximum advantage of the Cloud infrastructure which makes it possible to easily create/allocate resources required to run applications.

A deployment pipeline could look different based on the type of deployment are being performed. However, our partner's process is flexible enough to accommodate such differences. And, in all cases, they try to automate the build and deployment process, streamlining all steps into one continuous process.

Examples of developing/deploying applications within Azure thru one of our trusted partners:

1. SaaS Application on Azure:



They created a SaaS application being used by over 70 school districts in the country. The application was built from scratch to replace an older application developed in ASP.NET. It makes use of the most of the services provided by Azure PaaS like App Service, App Insights, Azure SQL, API Management, Logic Apps, Functions etc.

2. Re-Platforming of applications to PaaS:

They were contracted by a Fortune 100 manufacturing company to assess their portfolio of public facing web applications and help move them to Azure. They assessed the applications and provided a recommendation. After approval, they successfully migrated 80 web applications to Azure and hosted them on PaaS. They had to reverse engineer and re-platform most of them since they were all written in ASP and other older technologies.

3. Provisioning Infrastructure in Azure:

They designed and provisioned infrastructure in Azure for a company that provides the Quick Pay service to smaller banks and financial institutions. Since the application deals with Banks the regulatory compliance was the challenge. They designed and provisioned the infrastructure in Azure that allowed them to pass their PCI and SOX compliance audits.

### Requirement

#### Managed Cloud Services

Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds

### Response

CDW•G has a dual approach to management of both Public and Private Cloud Solutions. These approaches are a blend of our own hosting, management and monitoring services as well as via deep partnerships with industry leaders in the cloud management space today.

To start, CDW•G's offers our own white glove managed services for both private and public cloud offerings. This capability includes Remote Managed Services around Azure solutions including Back-up and Disaster Recovery services. Additionally CDW•G offers Azure Jumpstart, Assessments and migration services and is recognized as a valued services delivery partner of Azure services.

CDW•G continues to add new services on a regular basis. These services are targeted at smaller to mid-size environments with very specific deliverables and capabilities. CDW•G also has a rich capability to host and remotely manage Private Cloud environments from our multiple Network Operation Centers / Security Operation Centers located in the Midwest. Once again these best in class services offer a white glove service offering around specific platforms / technologies along with targeted deliverables and capabilities.

CDW•G also partners with industry leading and recognized Public and Private Managed Services providers. The Managed Services surrounding Public and Private clouds that are required by Education and Government agencies cloud will always vary depending on the customer/project requirements. In all instances CDW•G partners with trusted service providers who are chosen carefully in accordance with our strict guidelines, stringent legal benchmarks, as well as service-level agreement requirements when applicable. We will remain as the members' main point of contact throughout the process, but also allow our partners to lead the process around ongoing management and monitoring of such environments.

The following outlines one trusted partner's capabilities and experience in this area.

With the proliferation of Bring Your Own Device, high-speed connections and data intensive applications, organizations are challenged to meet the demand for more computing power. Many are deploying workloads to the cloud and looking to realize the power of Azure without having to deal with the complexity and expense of managing it themselves.

Microsoft Azure is constantly evolving with the addition of new features. This rapid pace of change makes it difficult to adopt, and even harder to manage. Our partner's capabilities around Azure and other Public as well as Private cloud solutions helps members overcome these complexities by providing strategy and planning, architectural guidance, migration assistance and 24x7x365 support for Windows and Linux environments. Our partner has countless years' experience and resources able to help provide members with cost effective environments that allow organizations to scale their public or private cloud at the same time as offering True Hybrid support. Our partner backs this with their expertise and ongoing accountability that is absolutely required when it comes to the management of Public and/or Private Cloud environment and is a level of service our customers have come to expect from CDW•G and our partners.

Microsoft Corporation  
Attn: Americas Operations Center  
6100 Neil Road  
Reno, NV 89511-1137



15 JUNE 2017

**Re:** Microsoft LAR Status Confirmation for the following sales opportunity:

- **Customer:** Region 4 Education Service Center
- **Sales Opportunity Description:** Solicitation Number 17-10. Opportunity: The solicitation is for establishing a contract for a comprehensive Total Cloud Solutions offering on a national basis, with the ability to provide to eligible public agencies.

Microsoft Corporation North America Operations Center hereby confirms that CDW Government LLC (CDW•G), 230 N. Milwaukee Ave., Vernon Hills, IL 60061, is an authorized LAR, as of the date above and is approved to provide Microsoft licensed offerings under the specific licensing programs within the specified territory or territories identified on their signed Program Designation Form(s).

We make no representation about the financial strength of **CDW Government LLC**, and third parties should make their own enquiries before entering into business relations.

Best regards,

A handwritten signature in black ink that reads "Tanya C. Cwiakala".

**Tanya C. Cwiakala** | US Public Sector PSE 🇺🇸

Microsoft Corporation  
200 East Randolph Drive, Chicago, IL 60601  
Office • tel:1.312.920.5498, Mobile 📞 tel:1.312.659.2084sc



## LETTER FOR CHANNEL PURCHASING

**Date:** June 15, 2017

**To:** Region 4 Education Service Center

**Bid Number  
or Project  
Name:** Solicitation Number 17-10, Total Cloud Solutions

Cisco Systems, Inc. ("**Cisco**") hereby confirms that, as of the date of this letter, CDW is a Gold certified Cisco channel partner and that Cisco and CDW have entered into an agreement for the purchase and resale of Cisco Products and/or Services (the "**Agreement**").

This means that CDW has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in United States as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. [This information is accurate as of the date appearing at the top of this certificate.][This information is accurate as of the date appearing at the top of this certificate and shall be valid for six (6) weeks from such date.]

If you need any additional information, please do not hesitate to contact Jacqueline Green at [jacqgree@cisco.com](mailto:jacqgree@cisco.com).

A handwritten signature in black ink, appearing to read "Travis Waters".

Travis Waters, Director, Mgmt-Finance

**Cisco Systems, Inc.**



June 21, 2017

CDW  
200 N MILWAUKEE AVE  
VERNON HILLS, IL 60061  
US

RE: Dell EMC Partner Program - Authorized Reseller

Dear CDW:

This letter confirms that as of the date written above, you are a Dell EMC authorized reseller participating in the Dell EMC Partner Program. This relationship authorizes you to resell Dell EMC products and services to commercial end-users<sup>1</sup> in accordance with the Dell Reseller Terms of Sale, or your EMC Channel Purchase Agreement as applicable.

Please feel free to contact us if you have any additional questions regarding this letter. We look forward to doing business with you.

Warm regards,

A handwritten signature in black ink, appearing to read "J. Byrne".

John Byrne  
President, Global Channels  
Dell EMC

---

<sup>1</sup>This letter is not an authorization to resell Dell EMC products to Public or Federal end-users or to end-users prohibited by the Dell EMC Partner Program Agreement, the Dell Reseller Terms of Sale, Partner's existing EMC Channel Purchase Agreement, or any reseller terms applicable to products from a Dell EMC Strategically Aligned Business. Federal end-user means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended (collectively, "Federal End-Users") or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business, as approved by Dell.



## Hewlett Packard Enterprise

Hewlett Packard Enterprise Company  
3000 Hanover St  
Palo Alto, CA 94304  
USA

February 14, 2017

**CDW Logistics Inc.**  
200 N Milwaukee Ave  
Vernon Hills, IL, 60061  
HPE Partner Agreement #: **P1-648536**

To whom it may concern:

CDW Logistics Inc. is an HP Authorized Partner in the US, which includes access to all commercial products and the services associated with them – not requiring additional authorization and includes all Open products from an authorized HP US Commercial Distributor, for resale to end user customers in the USA.

CDW Logistics Inc. holds the following additional authorizations:

HP Enterprise Storage [PLS: 3Z, 4F, LJ, LK, and LM]  
HP Business Critical Servers [PLs: 1X, 23, TQ, and TR]  
HP Enterprise Networking [I6]  
HP Enterprise Storage XP PL: LN  
Superdome [PL 1X/12]  
HP Qualified Software [PLs 1W 33 4Y 6F 87 9N CM D9 FC FM TE TF U3]  
Arcsight  
Fortify  
Tipping Point  
Qualified Supplies Partner Program

CDW Logistics Inc. has been an HPE Enterprise Group (EG) Service Delivery Partner since 11/1/2013 and is an authorized educational reseller/distributor for HPE and Aruba products.

HPE EG Service Delivery Partners are authorized to deliver warranty and HPE Care Pack Services on Industry Standard Servers, HPE Storage and Networking products, provided that the technicians performing the Services hold the appropriate service and/or solution qualifications.

HPE Point of Contacts for Partner Authorization verification are listed below:  
Support Team: [AMSpartersupport@hpe.com](mailto:AMSpartersupport@hpe.com) / 1-888-629-6914

Customers can also locate or confirm partners through the HPE Partner Locator at <http://findapartner.hpe.com/>

Sincerely,

Adriana Mejias.  
Hewlett Packard Enterprise  
Americas Profiling & Contracts Operations Manager

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### **Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

### **Vendor Certifications (if applicable)**

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

### **References**

30. Provide a minimum of ten (10) customer references for product and/or services specific to the scope dating within the past three (3) years. References should include at least one customer who is:
  - Using Microsoft Azure Solution
  - Using Amazon Web Solution (AWS)
  - Academic/education leveraging a cloud solution
  - Using a PaaS Solution
  - Has purchased an IaaS Solution
  - Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace

Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume



## Tab 5 - References



# References

## Requirement

30. Provide a minimum of ten (10) customer references for product and/or services specific to the scope dating within the past three (3) years. References should include at least one customer who is:

- Using Microsoft Azure Solution
- Using Amazon Web Solution (AWS)
- Academic/education leveraging a cloud solution
- Using a PaaS Solution
- Has purchased an IaaS Solution
- Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace

Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

## Response

Richardson ISD	
<b>Contact Name &amp; Title</b>	Robert Sorenson, Senior Programmer/Analyst
<b>City &amp; State</b>	Richardson, TX
<b>Phone Number</b>	Due to this customer's schedule, we request that the evaluation committee work through CDW•G's K-12 Texas Sales Manager, Alex Arteaga (312.705.5653/alexart@cdw.com) to set up a time to discuss their experience as a customer with us.
<b>Years Serviced</b>	1 Year
<b>Description of Services</b>	Azure Platform-as-a-Service (PaaS)/SQL & Test Delivery
<b>Annual Volume</b>	\$65,000

Sullivan University	
<b>Contact Name &amp; Title</b>	Mike Gross, IT Director
<b>City &amp; State</b>	Louisville, KY
<b>Phone Number</b>	Due to this customer's schedule, we request that the evaluation committee work through CDW•G's K-12 Texas Sales Manager, Alex Arteaga (312.705.5653/alexart@cdw.com) to set up a time to discuss their experience as a customer with us.
<b>Years Serviced</b>	1 Year
<b>Description of Services</b>	Azure Virtual Machine's ("VM") & Storage
<b>Annual Volume</b>	\$70,000+

Fordham University	
<b>Contact Name &amp; Title</b>	Wilson Colon, Head of Enterprise Foundation
<b>City &amp; State</b>	Bronx, NY
<b>Phone Number</b>	Due to this customer's schedule, we request that the evaluation committee work through CDW•G's K-12 Texas Sales Manager, Alex Arteaga (312.705.5653/alexart@cdw.com) to set up a time to discuss their experience as a customer with us.
<b>Years Serviced</b>	1 Year
<b>Description of Services</b>	Azure Backup ("BU") and Power BI
<b>Annual Volume</b>	

Secondary School Admission Test Board	
<b>Contact Name &amp; Title</b>	Brian Cook, CIO
<b>City &amp; State</b>	Princeton, NJ
<b>Phone Number</b>	Due to this customer's schedule, we request that the evaluation committee work through CDW•G's K-12 Texas Sales Manager, Alex Arteaga (312.705.5653/alexart@cdw.com) to set up a time to discuss

Secondary School Admission Test Board	
	their experience as a customer with us.
<b>Years Serviced</b>	1 Year
<b>Description of Services</b>	Azure Storage/BU, Azure VMs
<b>Annual Volume</b>	\$100,000

United Conveyor	
<b>Contact Name &amp; Title</b>	Pete Szoke, Director of IT
<b>City &amp; State</b>	Waukegan, IL
<b>Phone Number</b>	Due to this customer's schedule, we request that the evaluation committee work through CDW•G's K-12 Texas Sales Manager, Alex Arteaga (312.705.5653/alexart@cdw.com) to set up a time to discuss their experience as a customer with us.
<b>Years Serviced</b>	1 Year
<b>Description of Services</b>	Azure Site Recovery ("ASR"), Azure Active Directory
<b>Annual Volume</b>	\$10,000

Altera Holdings	
<b>Contact Name &amp; Title</b>	Dean Fenton, Director of Technical Operations
<b>City &amp; State</b>	Lisle, IL
<b>Phone Number</b>	Due to this customer's schedule, we request that the evaluation committee work through CDW•G's K-12 Texas Sales Manager, Alex Arteaga (312.705.5653/alexart@cdw.com) to set up a time to discuss their experience as a customer with us.
<b>Years Serviced</b>	1 Year
<b>Description of Services</b>	Azure Active Directory/Azure Directory Federation Services ("ADFS") for Office365 Applications
<b>Annual Volume</b>	\$10,000

Aldine ISD	
<b>Contact Name &amp; Title</b>	Nguyen Bui, Executive Director of Technology Innovation and Services
<b>City &amp; State</b>	Houston, TX
<b>Phone Number</b>	281.985.6636
<b>Years Serviced</b>	10+ years
<b>Description of Services</b>	Chromebooks & carts with installation and deployment services
<b>Annual Volume</b>	\$4,000,000

Mesquite ISD	
<b>Contact Name &amp; Title</b>	Jeremy Lewis, Network Operations Supervisor
<b>City &amp; State</b>	Mesquite, TX
<b>Phone Number</b>	972.882.5474
<b>Years Serviced</b>	5+ years
<b>Description of Services</b>	Chromebooks and deployment services
<b>Annual Volume</b>	\$2,000,000

Harmony Public Schools	
<b>Contact Name &amp; Title</b>	Burak Yilmaz, Ed.D, Project Director
<b>City &amp; State</b>	Houston, TX
<b>Phone Number</b>	713.343.3333, x2062
<b>Years Serviced</b>	4+ years
<b>Description of Services</b>	Chromebooks and services
<b>Annual Volume</b>	\$3,000,000

Leander ISD	
-------------	--

Leander ISD	
Contact Name & Title	Matt Prause, IT Services Manager
City & State	Leander, TX
Phone Number	512.570.0552
Years Serviced	6
Description of Services	Technology equipment and installation services
Annual Volume	\$1,000,000

Ector County ISD	
Contact Name & Title	Toby Lefevers, Director of Information Technology
City & State	Odessa, TX
Phone Number	432.456.8643
Years Serviced	5+ years
Description of Services	Data center, devices, physical security cameras, and installation
Annual Volume	\$3,100,000



## Tab 6 - Pricing

## Appendix C:

### PRICING

#### **Electronic Price Lists**

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Vendor part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on Flash Drive (i.e. Pin or Jump Drives) only.

#### **Not to Exceed Pricing**

- Region 4 ESC request discount off a publicly verifiable price and shall be inclusive of the administrative fee as stated in Article 9; 9.6.
- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.



# Pricing

CDW•G's proposed discounts for the TCPN Total Cloud Solutions are communicated to our sales teams as a ceiling or "not to exceed" price. More often than not, our account managers are able to negotiate even further discounts for members. Our proposed discounts are below.

The following OEMs are offered at a discount off of MSRP, or OEM list price.

## **OEM - Discount off MSRP**

- Acronis - 17%
- CloudLock - 14%
- DropBox - 19%
- Engyte - 14%
- Nasuni - 12%
- One Login - 28%
- SyncPlicity - 14%
- UniTrends - 12%

***For all other cloud manufacturers, CDW•G offers at their cloud solutions at a discount of 2% off CDW•G's Nationally Advertised Price (NAP).***

CDW•G's NAP is a published, market-based price point for an individual item and reflects, not only the cost of goods sold of the product, but the value added of the product or service.

Our current TCPN/National IPA agreements are also based on CDW•G's NAP. As a reminder, this is a publically verifiable list price, found at [cdwg.com](http://cdwg.com). The key differentiation factor from MSRP is that our NAP is a dynamic price structure, updating automatically to market conditions and benchmarking. This ensures that we aren't leaving additional savings on the table, as can be the case when customers have to wait for a contract to be manually updated. We conduct a quarterly analysis of our CDW•G advertised price compared to advertised pricing available from our competitors on a random market basket of over 20,000



products to ensure that we meet or beat the competition, on average. This discipline means that a contract structure built from CDW•G advertised is inherently more competitive than one built from another reseller.

Even a 2% discount percentage from NAP packs our offer with savings on par, or greater than that offered by the widely adopted MSRP model.

### CDW•G Additional Services Offering

In addition to the cloud related solutions we are offering from our OEM partners' portfolios, we offer the following services. The final cost of all custom Statements of Work (SOW) is based on the scoped work effort, developed in tandem with customers' input. All Block Hour/Firm Fixed services and those requiring custom SOWs are sold thru CDW•G. CDW•G Cloud Client Executives are responsible for providing the customers an overview of the service, the related pricing, and they act as an active stakeholder through the duration of each engagement.

### Services at Firm Fixed Pricing

The following services are offered at a firm fixed rate. Members pay no more than what is included in the "Member Price" column.

Cloud Service Offering & Partner			
	Part #	MSRP	Member Price
<b>8 Hour Block</b>			
Cloudify	4445765	\$2,401.99	\$2,000.00
OST	4605598	\$2,401.99	\$2,000.00
Softura	4678433	\$2,495.99	\$2,000.00
<b>24 Hour Block</b>			
Cloudify	4445765	\$7,204.99	\$6,000.00
<b>48 Hour Block</b>			
Cloudify	4681969	\$14,408.99	\$12,000.00

### Services requiring Custom SOWs at Discount off MSRP

The following services are offered at a discount off MSRP, or OEM list price. The final cost of all Custom Statements of Work is based on the scoped work effort developed in tandem with customers input.

Cloudify	Part #	Discount off MSRP
Custom \$0-\$10K	4500085	15%
Custom \$10K-\$100K	4500088	15%
Custom \$100K-\$500K	4500089	15%
OST		

Custom \$0-\$10K	4573183	15%
Custom \$10K-\$100K	4573189	15%
Custom \$100K-\$500K	4573196	15%
<b>Softura</b>		
Custom \$0-\$10K	4678425	15%
Custom \$10K-\$100K	4678427	15%
Custom \$100K-\$500K	4678430	15%

For all other products and services that CDW•G currently offers and performs in our normal course of business, these are offered to TCPN/National IPA members under the existing Technology & Interactive Whiteboard Solutions Products & Services (Contract #R160201) and can be accessed here:

[www.cdwg.com/tcpn](http://www.cdwg.com/tcpn)



## Tab 7 – Value Add

## **Appendix G:**

### **VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score. Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

#### **E-rate**

Please note services offered are subject to the E-rate discount program as defined by the Federal Communications Commission (FCC). If your company anticipates in participating in this program as a value add to the contract, Respondents must commit to completing a FCC Form 498 and submit to the Universal Service Administrative Co. (USAC). Respondents that have already gone through this process shall provide your company's unique nine-digit Service Provider 498 ID.



# Value Add

## Micro Consulting Engagement (MCE)

The CDW•G Micro Consulting Engagement includes eight (8, 24 & 48) hours of Cloud support services, with pricing found in Tab 6, Appendix C. These services will be provided to Customer remotely (i.e., via phone and video conferencing) unless otherwise agreed upon.

For those new to Public Cloud users, it is suggested that the Customer participate in a two hour “Public Cloud Orientation.” The Public Cloud Orientation includes the elements below will be adapted based on Customer need.

- Why, when, how and how much questions
- Why not public cloud
- Security, privacy concerns
- Which Cloud is best for what use and over time what happens to cost curves
- Does Cloud always mean cost savings
- Proven Methodology to select and use public clouds with the right strategy from the start
- AWS, Azure, Google are best fit for what use cases and applications and workloads
- Public Cloud and back office applications, (HR, CRM, etc.) why consume them as a service
- Is Public cloud ready for productivity tools, (email, conferencing, telephony, etc.)
- Disaster recovery in the Cloud and why it is an alternative to current approaches
- Core/production Cloud, should they be off the table for now
- Test and development in the Cloud
- Staging and QA in Cloud
- Development and integration of applications in the public cloud and back the private clouds

More advanced Public Cloud users may choose to leverage their eight hours for deeper dives into specifics of Cloud services. Provider has deep experience in many Cloud services; however, due to the complexity of selecting and consuming these services, provider may not be able to accommodate every Customer request. In addition, designing

and implementing most Cloud solutions will require significantly more effort than can be accomplished within the parameters of the Micro Consulting Engagement. Additional optional Cloud solution Services may be purchased solely at the Customer's discretion. In these cases a custom or fixed consulting engagement can be quoted.

Provider Cloud Expertise Includes:

- Strategy and recommendations for the public Cloud
- Cloud Migration Services
- Hybrid Infrastructure
- Virtual networking to public clouds
- Migrate Workloads into a recommended IaaS, PaaS or SaaS
- Install Active Directory in the Cloud and Build Single Sign-On Solutions in the Cloud for all cloud services used, including the private cloud build applications and Websites in the Cloud and provide application and service integrations between Clouds
- Perform IaaS to PaaS Migration and BI and analytics in the Cloud
- Backup and Disaster Recovery in the public cloud
- Content management in the Cloud, File store in the Cloud, File archives in the Cloud
- Identity Management (AD Connect, ADFS, MIM, AAD B2B and B2C)
- Collaboration using the cloud as a platform or service
- Application Migration (LOB Applications, 3rd Party Applications)
- Migrating data and databases to the Cloud
- Testing and QA in the Cloud
- Performance monitoring and tuning
- Ongoing managed services

Services not specified in this SOE are considered out of scope and will be addressed with a separate SOW.

### **Value-Added Service at No Cost to TCPN/National IPA Members**

We would also just like to mention here our dedicated education strategists available for consulting with members. These experts are available to provide guidance on Microsoft, Google, and different classroom applications.

## THE K-12 EDUCATION STRATEGY TEAM



David Andrade  
M.Ed.



Amy Brown  
M.Ed.



Nathan Lang  
D.Ed.



Eric Patnoudes  
M.Ed.



Mike Patterson  
M.Ed.



Maureen Corlett



Santino Martinez



Joseph McAllister

CDW•G's team exists to better serve the evolving needs of our customers. CDW•G recognizes that educational leaders are dealing with unique challenges and opportunities that will shape educational outcomes for years to come. Our sincere hope is that you will take advantage of our team's experience and expertise in the strategic planning, implementation, and management of your major educational technology initiatives.

### Collective Previous Experience

- Chief Information Officer
- Certified Project Management Professional
- Google Certified Trainers
- Google Certified Level 1 & 2 Educators
- Google Apps Certified Administrator
- Google Apps Certified Deployment Specialist
- Teacher of the Year
- Instructional Technologist
- Learning Environment Advisor
- Microsoft Innovative Educator Trainer
- Microsoft Expert Educator
- Classroom Teacher
- Developmental Reading Specialist

### Research Based Strategies

CDW•G's team consisting of former teachers, principals, CTOs and certified superintendents has analyzed research from multiple experts in the education technology industry such as ISTE, CoSN, and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations.



## Tab 8 – Required Documents



## **Appendix H:**

### **ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractor Requirements Certification
- DOC #5 Antitrust Certification Statements
- DOC #6 Implementation HB 1295 (Certificate of Interested Parties)
- DOC #7 EDGAR Certifications

#### **FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #8 Ownership Disclosure Form
- DOC #9 Non-Collusion Affidavit
- DOC #10 Affirmative Action Affidavit
- DOC #11 Political Contribution Disclosure Form
- DOC #12 Stockholder Disclosure Certification

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**Clean Air and Water Act**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: CDW Government LLC

Title of Authorized Representative: Larissa O. Newman, Capture Manager

Mailing Address: 230 N. Milwaukee Ave. Vernon Hills, IL 60061

Signature: 

DOC #2

**Debarment Notice**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: CDW Government LLC

Title of Authorized Representative: Larissa O. Newman, Capture Manager

Mailing Address: 230 N. Milwaukee Ave. Vernon Hills, IL 60061

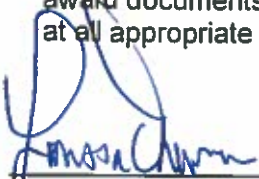
Signature: 

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid 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 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 contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.



Larissa O. Newman, Capture Manager

6/22/17

Signature of Offeror

Date

**CONTRACTOR CERTIFICATION REQUIREMENTS****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

---

**Fingerprint and Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

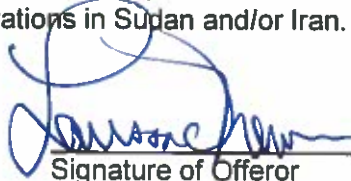
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Larissa O. Newman, Capture Manager

Signature of Offeror

6/22/17

Date

DOC #5

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** CDW Government LLC

\_\_\_\_\_  
\_\_\_\_\_

**Address** 230 N. Milwaukee Ave

Vernon Hills, IL 60061

**Phone** 312.547.2453

**Fax** 312.705.5653

**Offeror**

  
Signature

Larissa O. Newman

Printed Name

Capture Manager

Position with Company

**Authorizing Official**

  
Signature

Larissa O. Newman

Printed Name

Capture Manager

Position with Company

# 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 will make 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 and have the form notarized. 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. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

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

*Last Revision: February 16, 2016*

# 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:  
2017-227163

Date Filed:  
06/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CDW Government LLC  
Vernon Hills, IL 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 Education Service Center

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.

17-10  
Information Technology - Total Cloud Solutions

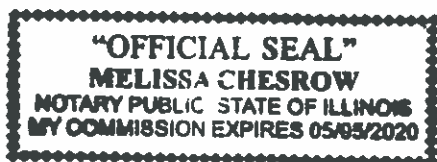
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Larissa O. Newman*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Larissa O. Newman this the 22<sup>nd</sup> day of June, 20 17, to certify which, witness my hand and seal of office.

*Melissa Chesrow*  
Signature of officer administering oath

Melissa Chesrow  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath



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

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**TO WHOM IT MAY CONCERN:**

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**  
**APPENDIX II TO 2 CFR PART 200**

---

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES                     *Don*                     Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER 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 Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES                     *Don*                     Initials of Authorized Representative of Vendor

(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 FR 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 REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES                     *Don*                     Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor 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 REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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 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 REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor 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.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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 REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor 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 Vendor agree? YES  Initials of Authorized Representative of Vendor

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

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When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor 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 Vendor agree? YES  Initials of Authorized Representative of Vendor

---

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

---

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor 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 Vendor agree? YES RM Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES RM Initials of Authorized Representative of Vendor

---

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

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Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES RM Initials of Authorized Representative of Vendor

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

---

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

Does Vendor agree? YES RM Initials of Authorized Representative of Vendor

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

Vendor's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Ave. Vernon Hills, IL 60061

Phone Number: 312.547.2453

Fax Number: 312.705.7653

Printed Name and Title of Authorized Representative: Larissa O. Newman, Capture Manager

Email Address: larinew@cdw.com

Signature of Authorized Representative: Larissa O. Newman

Date: 6/22/17



DOC #8

**OWNERSHIP DISCLOSURE FORM**  
**(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** CDW Government LLC

**Street:** 230 N. Milwaukee Ave

**City, State, Zip Code:** Vernon Hills, IL 60061

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Larissa O. Newman, an authorized representative of CDW Government LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

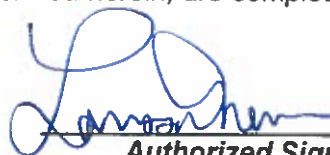
**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
NONE		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/22/17

**Date**



**Capture Manager**

**Authorized Signature and Title**

DOC #9

## NON-COLLUSION AFFIDAVIT

Company Name: CDW Government LLC

Street: 230 N. Milwaukee

City, State, Zip Code: Vernon Hills, IL 60061

State of New Jersey

County of \_\_\_\_\_

I, Larissa O. Newman of the Vernon Hills  
Name City

in the County of Lake, State of Illinois  
of full age, being duly sworn according to law on my oath depose and say that:

I am the Capture Manager of the firm of CDW Government LLC  
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that \_\_\_\_\_ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

CDW Government LLC  
Company Name

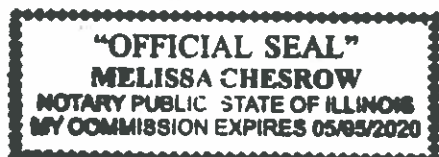
  
Larissa O. Newman,  
Authorized Signature & Title  
Capture Manager

Subscribed and sworn before me

this 22<sup>nd</sup> day of June, 2017

Melissa Chesrow  
Notary Public of Illinois  
My commission expires May 5, 2020

SEAL



DOC #10

**AFFIRMATIVE ACTION AFFIDAVIT**  
(P.L. 1975, C.127)

**Company Name:** CDW Government LLC  
**Street:** 230 N. Milwaukee  
**City, State, Zip Code:** Vernon Hills, IL 60061

**Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- |  |            |
|--|------------|
| 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____      |
| OR   |            |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u>         | X<br>_____ |
| OR   |            |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>        | _____      |

**Public Work – Over \$50,000 Total Project Cost:**

- |  |            |
|--|------------|
| A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____ | _____      |
| B. Approved Federal or New Jersey Plan – certificate enclosed  | X<br>_____ |

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

6/22/17

**Date**



Larissa O. Newman, Capture Manager

**Authorized Signature and Title**

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2017** to **15-MAR-2020**

**CDW GOVERNMENT, LLC  
230 N. MILWAUKEE AVENUE  
VERNON HILLS IL 60061**



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER  
State Treasurer



**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

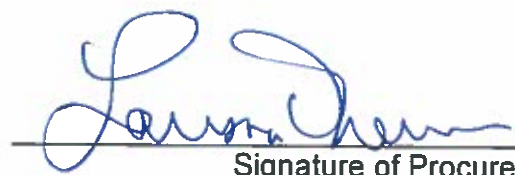
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Larissa O. Newman, Capture Manager

Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**Required Pursuant To N.J.S.A. 19:44A-20.26**

## Part I – Vendor Information

Title

## 55 of 156

**Continuation Page**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution  
Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

DOC #12

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 22<sup>nd</sup> day of June, 2 017

(Notary Public)

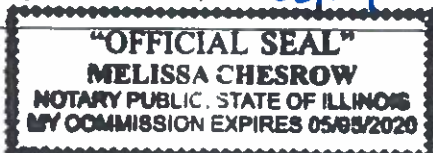
Melissa Chesrow

My Commission expires: 05/05/2020

Larissa O. Newman  
(Affiant)

Larissa O. Newman, Capture Manager  
(Print name & title of affiant)

(Corporate Seal)





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

*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.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested 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 specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).*

*We have attached our list of trade secrets and proprietary information to this page.*

6/22/17

Date



Larissa O. Newman, Capture Manager

Authorized Signature & Title