
CITY OF ROCKVILLE, MARYLAND
Rider Agreement

This **RIDER AGREEMENT** (this “**Rider Agreement**”) is made this is made this ___ day of July 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and **CDW GOVERNMENT LLC**, an Illinois limited liability company, in good standing in Maryland (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, the Mayor and Council desires to procure, on behalf of the City of Rockville Department of Information Technology a VMware subscription services license (“**VMware License**”) which will enable the Department to, among other things, run multiple operating systems and applications on a single physical server in order to increase hardware efficiency, reduce costs, and enhance the Department’s flexibility; and
- B. **WHEREAS**, in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the VMWare License from the Contractor without utilizing the City’s formal solicitation process if (i) if the Contractor has entered into a contract to provide the VMWare License to “other state or local governments or agencies,” (ii) the other state or local government or agency arrived at the contract terms for the VMWare License with the Contractor “through a competitive procurement procedure similar to the procedure used by the City,” and (iii) the City obtains the same contract terms the Contractor offered to the other state or local government or agency; and
- C. **WHEREAS**, Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (“**Sourcewell**”) that offers cooperative procurement solutions to government entities, and the City of Rockville Department of Procurement has determined that Sourcewell’s competitive procurement procedure is similar to the competitive procurement procedure utilized by the City; and
- D. **WHEREAS**, on October 31, 2023, Sourcewell issued Request for Proposal #121923 (“**Sourcewell RFP #121923**”) to solicit the procurement of certain technology products and services, and on December 18, 2023, the Contractor submitted a response to Sourcewell RFP #121923 agreeing to provide Sourcewell, and its participating entities, certain technology products and services, including but not limited to, the VMWare License; and
- E. **WHEREAS**, on March 13, 2024, Sourcewell entered into a Contract with the Contractor (the “**Sourcewell Agreement**”), attached hereto as **Exhibit A** and incorporated by this

reference, pursuant to which the Contractor agreed to provide Sourcewell with, among other things, the VMWare License; and

- F. **WHEREAS**, the Parties agree that where the terms of this Rider Agreement vary from the terms and conditions of the Sourcewell Agreement, the terms and conditions of this Rider Agreement shall prevail; and
- G. **WHEREAS**, the Contractor agrees to provide the VMWare License to the City on the same terms and conditions as provided in the Sourcewell Agreement, subject to the terms and conditions of this Rider Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR PROVISION OF GOODS AND SERVICES

Section 1.01. Scope of Work. The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards and in accordance with the terms and conditions of this Agreement, provide to the City the VMWare License itemized on Quote No. PXQC668 dated July 6, 2026 (“**Scope of Work**”), attached hereto as **Exhibit B**, and incorporated by this reference.

Section 1.02. Contract Administrator. The Department is the “**Contract Administrator**” for this Rider Agreement. The Contractor shall provide the Scope of Work to the City under the direction of the following designated representative of the Contract Administrator:

Om Thukral, IT Infrastructure Manager
111 Maryland Avenue, Rockville, MD 20850
(240) 314-8168
othukral@rockvillemd.gov

It shall be the Contractor’s responsibility to ensure that the Contract Administrator is kept informed on the progress of the Scope of Work. The Contractor shall refer any decisions which must be made by the City to the Contract Administrator. The City Manager or authorized designee may modify the forgoing Contract Administrator by notifying the Contractor of such modification in writing.

Section 1.03. Requirement to Proceed. Upon payment by the City of the Contractor’s invoice in accordance with Section 3.02 below, each year the Contractor shall provide the Contract

Administrator with the VMWare License, and any license key required for activation or validation required for one (1) year, in accordance with the Scope of Work in Exhibit B.

ARTICLE II. CONTRACT TERM

Section 2.01. Contract Term. The duration of this Rider Agreement shall begin on the Effective Date and shall expire on February 27, 2028, to align with the Sourcewell Agreement (the “**Initial Contract Term**”), unless earlier terminated in accordance with Article IX below. Sourcewell and Contractor may extend the term of the Sourcewell Agreement for three additional one-year terms. If the Initial Contract Term is extended, the City may extend the term of this Rider Agreement until February 27, 2031, subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Time of Essence. Time is of the essence in the performance of the Scope of Work.

ARTICLE III. COMPENSATION AND PAYMENT

Section 3.01. Compensation, Required Appropriation of Funds. In order to compensate the Contractor for the provision of the VMWare License, the Mayor and Council agrees to pay the Contractor, subject to any limitations set forth in this Rider Agreement, the amounts specified in the Scope of Work, which total amount, including reimbursements for actual expenses, shall not exceed One Million Four Hundred Ninety-Six Thousand Seven Hundred Sixty-Eight and 00/100 Dollars (**\$1,496,768.00**) (the “**Contract Sum**”), and may not exceed the pricing itemized in the Sourcewell Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section shall be at no cost to the Mayor and Council.

Section 3.02. Manner and Method of Payment.

(a) The City shall pay the Contractor in accordance with the Scope of Work. The Contractor is not entitled to a total payment, including fees for expenses, that exceed the Contract Sum. The method of compensation is detailed in the Scope of Work, and may include (i) a lump sum payment upon completion and acceptance of the VMWare License, (ii) payment in accordance with specified tasks or the percentage of completion of the provision of the VMWare License, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Scope of Work, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum, or (iv) such other methods as may be specified in the Scope of Work.

(b) **Invoice.**

(i) Prior to the provision of a license renewal and any key required which will enable the City to validate and activate/renew the VMware License for one (1) year, the Contractor shall submit to the Contract Administrator an invoice for the payment of the VMware License.

(ii) The City Manager or his designee will independently review the invoices submitted by the Contractor to determine whether the tasks and deliverables to be completed and the provision of the VMWare License are in compliance with the terms and conditions of this Rider Agreement. Upon payment of the Contractor's invoice by the City, the Contractor shall immediately provide the VMWare License in accordance with this Agreement.

(iii) All invoices shall be forwarded to the following address:

Donnie Johnson, Business Manager
Department of Information Technology
City of Rockville
240-314-8161(Direct)
djohnson@rockvillemd.gov

(iv) Electronic Payment Option. The City's Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

Section 3.03. Waiver. Payment to the Contractor for the provision of the VMWare License pursuant to this Rider Agreement shall not be deemed to waive defects in the task performed and provision of the license key by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of performing the Scope of Work and providing the VMWare License, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "Key Personnel") are hereby designated as being the principals and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the VMWare License and make all decisions in connection therewith.

Tyler Cowden
(Name)

Account Manager State & Local Maryland
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Rider Agreement. Therefore, the foregoing Key Personnel (or their successors, who shall have at least the same levels

of experience and expertise) shall be responsible during the Term of this Rider Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Rider Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or subcontractors, if any, are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or subcontractors, if any, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or subcontractors perform the work related to the provision of the VMWare License, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall provide all VMWare License required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the Contract Term all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform Scope of Work related to the provision of the VMWare License.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the VMWare License required hereunder and that all materials will be new and current model, of good quality, fit for the purpose intended. For purposes of this Rider Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. Contractor guarantees the items conform to

the Contract, and shall deliver all warranties with the VMWare License to the Contract Administrator.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall perform all services and the Scope of Work hereunder in accordance with all ordinances, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time the VMWare License is rendered and the Scope of Work performed.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Scope of Work required by this Rider Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Scope of Work required by this Rider Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of work related to the provision of the VMWare License. The Contractor further covenants that in the provision of the VMWare License, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, if any, without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Rider Agreement. The Contractor further covenants that, in the performance of this Rider Agreement, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Rider Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the "ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Scope of Work specified in this Rider Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Scope of Work for the provision of services, benefits or activities provided under this Rider Agreement.

ARTICLE VI. RECORDS, REPORTS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the “**Books and Records**”), as shall be necessary to perform the work related to the provision of the VMWare License required by this Rider Agreement and enable the Contract Administrator to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Scope of Work hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor’s successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the VMWare License as the Contract Administrator shall require. The Contractor hereby acknowledges that the cost of work and services to be performed pursuant to this Rider Agreement is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Intentionally Omitted.

Section 6.04. Intentionally Omitted.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Rider Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions,

response to interrogatories or other information concerning the work performed under this Rider Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Rider Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(d) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Rider Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Intentionally Omitted.

Section 7.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Rider Agreement, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work,

operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom;

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in providing VMWare License hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Rider Agreement.

Section 7.03. Sufficiency of Insurer or Surety. Insurance or bonds required by this Rider Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Rider Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Rider Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Rider Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Rider Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Rider Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, and to perform and observe the terms and provisions of all of the above.

Section 8.03. Authority of Persons Executing Documents. This Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Rider Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Rider Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the Scope of Work and provide the VMWare License.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Rider Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Rider Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

Section 9.02. Disputes; Default. In the event that the Contractor is in default under the terms of this Rider Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively twenty (20) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Rider Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Rider Agreement.

Section 9.03. Intentionally Omitted.

Section 9.04. Waiver. Waiver by either Party to this Rider Agreement of any term, condition, or covenant of this Rider Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Rider Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Rider Agreement. Acceptance by the City of VMWare License by the Contractor shall not constitute a waiver of any of the provisions of this Rider Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Rider Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Rider Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Rider Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Rider Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination Prior to Expiration of Term. This Section shall govern any termination of this Rider Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Rider Agreement at any time,

with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all portions of the Scope of Work performed prior to the effective date of the notice of termination for any Scope of Work authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.09. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Rider Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the VMWare License and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the VMWare License required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.10. Attorneys' Fees. If either Party to this Rider Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Rider Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Rider Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:

Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council
Operations
111 Maryland Avenue
Rockville, Maryland 20850

Attn: City Clerk / Director of Council Operations
Email: cityclerk@rockvillemd.gov

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov

Department of Procurement
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov

To the Contractor:

CDW Government LLC
200 N. Milwaukee Avenue
Vernon Hills, IL 600621
Attention: Tyler Cowden
Email: tyler.cowden@cdwg.com

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals, Interpretation.

(a) Incorporation of Recitals. The Recitals and Exhibits are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Agreement. Accordingly, the Recitals above and Exhibits attached are fully incorporated into this Rider Agreement by this reference as if fully set forth and

state the obligations as if the parties to the Sourcewell Agreement were identical to the parties of this Rider Agreement.

(b) Interpretation. The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement. In the event of any conflict or inconsistency between the provisions of this Rider Agreement and provisions of the Sourcewell Agreement, the provisions of this Rider Agreement will prevail and govern the interpretation thereof.

Section 10.03. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these

requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Rider Agreement shall be decided by the City Manager consistent with Rockville Code section 17-173, and shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Rider Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a political subdivision and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, the open records law presumption that all records within the custody of the City are available to the public for review, and subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

Section 10.10. Severability. If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

Section 10.11. Entire Agreement, Waivers and Amendments. This Rider Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.12. Counterparts. This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.13. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

(Signature pages to follow)

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Rider Agreement for the procurement of the VMWare License under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Cynthia Walters
Acting City Attorney

By: _____
Jeff Mihelich
City Manager

CONTRACTOR

CDW GOVERNMENT LLC, an Illinois limited
liability company

By: _____
By:
Its:

EXHIBIT A
Sourcewell Agreement

See Attached

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity 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 or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.

4. *Cloud Services*. It is acknowledged that Participating Entities are 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 Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it 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 Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: <https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf>. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
5. *License to Software.* All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product.* Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

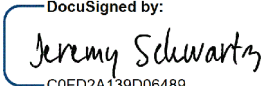
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

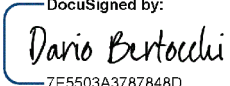
Sourcewell

CDW Government LLC

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 3/13/2024 | 9:46 PM CDT

DocuSigned by:

7E5503A3787848D...

By: _____
Dario Bertocchi
Title: Vice President Contract Operations

Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: CDW Government LLC
Address: 230 N. Milwaukee Ave
Vernon Hills, IL 60061
Contact: Debb Atnip
Email: debb.atnip@cdw.com
Phone: 214-729-9078
HST#: 36-4230110

Submission Details

Created On: Tuesday October 31, 2023 11:16:38
Submitted On: Monday December 18, 2023 12:20:13
Submitted By: Debb Atnip
Email: debb.atnip@cdw.com
Transaction #: ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address: 136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1	*
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061	*
6	Proposer website address (or addresses):	www.cdwg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and \$24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with	

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

- We run our business with passion and integrity.
- We empower others to do their jobs.
- We keep our commitments.
- We treat others with respect.
- We resolve conflict directly.
- We listen.
- We include stakeholders in the decision process.
- We live our "philosophies of success" every day.
- We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

- It's only good if it's win/win.
- Good luck many times comes disguised as hard work.
- People do business with people they like.
- Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
- Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
- Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled \$3.5 billion in 2022 and more than \$24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used

- Recycling and composting of cafeteria waste

- Elimination of plastic bottles from vending machines in our offices and warehouses

- Elimination of single-use plastic cups

- Company-wide internal toner cartridge recycling program

- Recycling centers on each floor of our office locations

- Recycling chutes for certain materials at our distribution centers

- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

- 8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

- Matching gifts programs up to \$2,000 per coworker per year. CDW has contributed more than \$1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

- CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

- Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

- Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

- Black Excellence Unlimited (BeU) provides resources and development

opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.

Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.

Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.

Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.

Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.

Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.

Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.

Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.
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12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol “CDW” on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of \$24 billion in 2022, a 14 percent increase from then-record 2021 sales of \$21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: \$24.0 billion 2021: \$21.0 billion 2020: \$18.5 billion 2019: \$18.0 billion 2018: \$16.2 billion 2017: \$14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated \$1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated \$2.9 billion in 2022. In addition, 2022 saw Net Sales of more than \$1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized \$750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than \$5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.	*
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were \$20.8 billion.	*
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was \$1.4 billion, which represents a 2 percent share of its approximately \$77 billion addressable market in Canada. CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable market in the U.S., U.K., and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): Named to inaugural World's Best Companies list – TIME Recognized as part of World's Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America's most JUST Companies – JUST Capital Recognized among America's Top Corporations for Women's Business Enterprises – Women's Business Enterprise National Council (WBENC)

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
 Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
 Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
 Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
 Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
 CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
 Honored with Corporate Champion Award – 1871
 Recognized as part of World's Best Employers list – Forbes
 CDW Canada named Top Solution Provider of the Year – Channel Daily News
 CDW received Channel Innovation Award – Channel Daily News

2022

Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
 Ranked on 2022 MSP 501– Channel Futures
 Selected for 2022 list of World's Best Employers – Forbes
 Named to World's Top Female-Friendly Companies list – Forbes
 Highlighted as part of annual Best Companies for Women list – Fairygodboss
 Named to the 2022 Best for Vets: Employers list – Military Times
 Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
 Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
 Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
 Received Global Customer Value Leadership Award – Frost & Sullivan
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021

Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named to list of America's Best Employers for 2021 – Forbes
 Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020

Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019

CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.
 Named to Future 50 – Fortune
 Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
 Named a Best for Vets Employer – Military Times
 Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
 Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
 CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
 Received an Employees' Choice Award – Glassdoor
 Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
 Recognized in Military Friendly Employers list – VIQTORY
 Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
 Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.	
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%	*
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW•G: - Alabama Joint Purchasing (ALJP) - BuyQ National Charter School Contract - California Department of General Services (DGS) Laptops/Desktops - California IT in Education Association (CITE) Google Workspace - CalSAVE - Central Indiana Education Services Center (CIESC) - County of Riverside – Microsoft - E&I Cooperative Services - Educational Service Commission of NJ (ESCNJ) - Fairfax County Hardware and Software - Florida Technology Refresh Program – Seminole State College - Illinois Public Higher Education (IPHEC) - Internet 2 Consortium - Iowa Board of Regents - Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 - Michigan Computing Program (MMCP) - Mid-South Independent School Business Officers (MISBO) - Midwestern Higher Education Compact (MHEC) - Midwestern Higher Education Compact (MHEC) Massachusetts - NASPO ValuePoint - Audio Video Equipment and Supplies - Cloud Solutions - Software Value Added Reseller (SVAR) - New York City Department of Education (NYC DOE) - New York Office of General Services (NY OGS) - Omnia Partners - Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) - Regional Education Media Centers (REMC) Association of Michigan - School Project for Utility Rate Reduction (SPURR) - Texas Department of Information Resources (DIR) - The Association of Educational Purchasing Agencies (AEPA) - The Interlocal Purchasing System (TIPS) - The Quilt - US Educational Technology Purchasing Alliance (USETPA) - Wisconsin Counties Association (WCA) CDW Canada: - Ontario Education Collaborative Marketplace (OECM) - End-User Computing Devices and Services - Software License Products and Related Services - Networking Products and Related Services - Vulnerability Assessment and Penetration Testing Services - HealthPRO Contract for the Supply of Clinical Procedure Carts - Healthcare Materials Management Services (HMMS) End User Computing - Devices and Related Technologies - Kinetic GPO RFSO Contract Information Technology Solutions - Focused Education Resources - End User Computing Devices (EUCD) Agreement - IT Professional Services Agreement - Ontario Ministry of Public and Business Service Delivery IT Security Products & Services - University of Toronto Supply of Apple Products Agreement - BCNET - IT Professional Services Roster for Cybersecurity - Core & Edge Switches - Juniper - IT Professional Services Roster for Network Services - IT Professional Services Roster for Infrastructure Services - Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: - Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement - Cybera Networking Agreement
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: \$16,157,839.15 2021: \$19,423,532.00 2020: \$16,483,017.34

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$250MN- \$500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$100MN to \$250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector.
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27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of \$20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than \$500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aprtis, Inc. (Aprtis), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aprtis' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: - Quickly add items to their cart for purchase - Save time on re-orders - Share shopping carts with colleagues - Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be re-purchased - Email the cart to a colleague - Create a standard quote - Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by P.O. number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following criteria: - Cancelled - All Items Shipped - Some Items Shipped - Not Yet Shipped - Backordered Item(s) - Processing Orders - View individual shipment details and tracking information - Add mobile number to get delivery SMS text message notifications - Print a copy of a packing list or original invoice - Repurchase a past order - Download a report to Microsoft Excel with all open orders - Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability - Online Chat: 8 a.m. to 7 p.m. CT - Email (cdwsales@web.cdw.com): Reply within 24 hours - Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing - Online Chat: 7 a.m. to 6 p.m. CT - Email (CustomerRelations@web.cdw.com): Reply within 24 hours - Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings - Online Chat: 7 a.m. to 6 p.m. CT - Email (e-account@web.cdw.com): Reply within 24 hours - Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

		Online Chat: 7 a.m. to 7 p.m. CT Email (support@cdw.com): Reply within 24 hours Phone (800.383.4239): 7 a.m. to 6 p.m. CT Managed Services Support Email (CDW-ECC@cdw.com): Reply within 24 hours Phone (866.239.7270): 7 a.m. to 6 p.m. CT Customer relations representatives complete a 6to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience. Escalation Plan CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly. Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives. Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training. Customer Service Metrics Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue. Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Recent results based on a percentage of Excellent/Very Good ratings show: • Overall Performance Account Manager: 85 percent • Customer Service Staff: 82 percent • Delivery Process: 81 percent *Scale: Excellent, Very Good, Good, Fair, Poor	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: - Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. - Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. - Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. - Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. - Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: - Assign roles, restrictions, and permissions to individual users and groups of users. - Grant users access to all products CDW•G offers or only to specific catalogs. - Allow users to view only their quotes, orders, and purchase history. - Grant users' rights to view multiple accounts. - Assign responsibility for following established workflows as a purchaser or approver. - Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: - Contacting their CDW•G team - Placing orders - Searching order history - Managing assets - Administering order approval workflows - Defining and governing technology standards - Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: - Managing subscriptions - Managing quotes - Streamlining repeat purchases (bundles and favorites) - Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: - Estimated time of arrival/inventory/supply chain insights to support implementation - Order tracking - Order status - Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW•G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: - An asset overview page that shows a view of hardware and software assets purchased from CDW•G, including the total counts of products, asset age, and spend across asset type, category, and brand. - A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. - A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. - A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. - A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. - A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.	*
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: Presentations to build stakeholder support School-level consultation Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)	*

		NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscape Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used

Recycling and composting of cafeteria waste

Elimination of plastic bottles from vending machines in our offices and warehouses

Elimination of single-use plastic cups

Company-wide internal toner cartridge recycling program

Recycling centers on each floor of our office locations

Recycling chutes for certain materials at our distribution centers

Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: - Logistics services for quick and efficient removal of equipment from client facilities - Device pickup including palletizing equipment, shrink wrapping, and transport - Document of Liability Transfer provided to indemnify client from any environmental liability - Ensure removal of all client information and software from electronic media and assets - U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards - EPA-approved disposal - Zero-landfill policy - Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: - Ongoing measurement of paper consumption - Custom paper footprint and forest impact insights - Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: - Minority-Owned Business Enterprise (MBE) - Women-Owned Business Enterprise (WBE) - Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) - Minority-Owned Small Business (MOSB) - Women-Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) 8(a) Small Business - Veteran-Owned Business Enterprise (VBE) - Veteran-Owned Small Business (VOSB) - Service-Disabled Veteran Owned Small Business (SDVOSB) - Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to \$25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcwell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:

CDW's overall diversity spend peaked at \$3.6 billion with small, diverse suppliers. CDW was included in the 2022 America's Top Corporations for Women Owned

Business Enterprises

CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:

CDW's overall diversity spend exceeded \$3.4 billion with small, diverse suppliers.

CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.

CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.

CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:

CDW's overall diversity spend exceeded \$2.6 billion with small, diverse suppliers.

Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.

The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.

CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:

CDW's overall diversity spend exceeded \$2 billion with small, diverse suppliers.

CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education - Device Ecosystem - Classroom Transformation - Cybersecurity - Networking Infrastructure - School Safety Higher Education - Student and Institutional Devices - A/V Transformation - Connected Community - Hybrid Infrastructure - Cyber and Physical Security State and Local Government - Cybersecurity - Program-Based Accounts - Public Safety - Device - Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW•G's mature practice for providing devices to K-12 districts nationally. CDW•G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: - Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. - Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. - Robust portfolio of professional development partners. - Best practices for defining technology standardization with each district. - Project management aligned to supply chain and to ensure large device rollouts are successful and on time. - Pre-shipment device configuration to provide low/no touch devices for district IT staff. - Local warehousing and local deployment services, including last-mile delivery. - Maintenance and break-fix solutions to ensure high availability of devices. - Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW•G's practice built for K-12 devices, CDW•G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW•G's existing Sourcewell agreement.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: - Easy to manage equipment coverage - A single point of contact for repair service - Multiple response times available on the same contract - Flexibility to add or remove equipment as needed - Parts and labor included - Multiple contracts consolidated - Annual or multi-year contract options	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.	*
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW•G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.	*

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-termining all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: - Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) - Ensuring a set of standard tools is used, such as ServiceNow - Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership - Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information - Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible - Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs - Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW·G will communicate improvements to other activities and groups, as applicable Continuous Improvement Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: - Credit Cards* (American Express, Discover, MasterCard, Visa) - Checks - Electronic Data Interchange (EDI) - Electronic Funds Transfer (EFT) - Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: - Arrow Capital Solutions - Cisco Capital - Dell Financial Services - HPE Financial Services - Lenovo Financial Services - LEAF Commercial Capital, Inc. Preferred leasing partners include: - Acer Finance - Apple Finance - De Lage Landen (DLL) - Microsoft Finance - PNC Bank - US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewell Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: - Statement of Work (SOW) for professional/managed services - Customer-specific terms and conditions (if required by the Sourcewell Member)

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.	*
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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai'i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai'i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcewell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcewell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcewell Members access to a talented, diverse resource pool and helps Sourcewell Members achieve their diversity initiatives.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcewell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcewell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcewell Members, CDW•G 's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcewell Members, along with the data shared monthly with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.
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69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: - Category penetration - Sourcewell Member agreements and state contract adoptions - New Sourcewell Member growth - OEMs and category penetration - Customer satisfaction survey responses - Professional services and evolving technologies including cloud offerings' growth - Market share under the Sourcewell contract and total available wallet share - Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: - Software & Cloud Offerings: 0.25 percent - Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of “REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES,” Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases.”

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services - e-Procurement integration - Leasing services - Managed services: Gold Level Support for customer devices - Pre-shipment configuration - Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions - Cloud - Collaboration - Data Center and Networking - Managed Print Services - Point of Sale - Security - Software Management - Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories - Security Locks - Headphones and Speakers - Phone Accessories - Tablet Accessories - Keyboards/Keypads - Notebook Accessories - Cases and Backpacks - Mice and Trackballs - Office Products and Supplies - Small and Consumer Electronics - Robotics Power, Cooling & Racks - Power Supplies/Adapters - UPS/Battery Backup - Batteries - Surge Suppressors - Remote Power Management Desktop Computers - Computer Cases - Apple Desktops - PC Compatible Desktop Computer - Windows Based Terminals - Desktop Memory Upgrades - Thin Clients - PC Compatible Workstations Data Storage/Drives - Storage Enclosures/Mounting Hardware - CD/DVD/Blue Ray Drives - Disk Duplicators - Media - Hard Drives - Desktop NW Attached Storage - Floppy Disk Drives - Flash Memory - Consumer SSD Enterprise Storage - BU/DR Infrastructure - Drive Arrays

Enterprise Hard Drives
 Enterprise SSD
 Interfaces Controllers
 Optical Drives
 Storage Networking
 Rackmount NW Attached Storage
 Tape Backup Drives
 Tape Automation (Lib/Changers)

Point of Sale/Data Capture
 Wireless Communication Devices
 POS Systems
 Connected Devices
 Peripheral and Barcode Scanners
 Thermal Printers

Servers & Server Management
 Server Accessories
 Linux/Unix Based Servers
 KVM Consoles and Switches
 CPUs/Fans
 Network Print Servers
 Application Servers
 Apple Mac OS Servers
 RISC Servers
 Server Memory Upgrades
 x86 Based Servers

Services (CDW Delivered)
 Installations
 Configurations
 HCA/Hlth Purch Grp (HPG) CDW
 OnSite Services
 Central Services – Repairs
 Managed Services
 Mobility Services
 Field Services
 Remote Services
 Software Asset Mgmt Services
 Classroom Training
 Workspace Management Tools

Notebook/Mobile Devices
 Notebook Memory Upgrades
 Mobile Workstation
 Notebook Computers
 Apple Notebooks
 Tablets

NetComm Products
 Network Bridges
 Modular Switches
 Communications Boards
 Network Management Hardware
 Modems
 Network Switches Managed
 Network Test Equip/Analyzer
 Network Optics
 Network Hubs
 NIC Network Interface Adapters
 Network Routers
 Network Device Memory
 Network Switches Unmanaged
 Network Security
 Wireless LAN Networking
 Physical Security

Carts and Furniture
 Furniture
 Medical Carts

Printing & Document Scanning
 3-D Prototype Printers
 Copy Machines
 Document Scanners
 Dot Matrix Printers

FAX Machines
 Single Function
 Printer Accessories
 Multifunction
 Plotters
 Printer Memory Upgrades
 Printer Supplies

Services (Partnered Delivered)
 Partner-Delivered Managed Services
 Cloud Partner Services
 OnSite Services-3rd Party
 Installations 3rd Party
 Managed Print Services
 IT Pro Training – 3rd Party
 Systems Management – 3rd Party
 Warranties – Product Protection

Client Configure-to-Order
 Client Configure-to-Order

Software
 Aggregation Services Software
 Security Software
 Application Suites
 Desktop Applications
 BU/DR Software
 Cloning Software
 CAD/CAM Software
 Cisco One Software
 Database Software
 Digital Signage Software
 Design and Graphics
 Audio/Video Production
 Flow/Org Chart Software
 Cloud Collaboration Software
 Mobile Device Enablement SW
 Integrated Product Suites
 Infrastructure as a Service
 AI Software
 Voice Recognition
 Legal Software
 Mainframe Software
 Unified Communication
 Network Management Software
 Network Connectivity/Emulation
 Data Capture Software
 Operating Systems
 Programming Software
 CRM Software
 Portal Software
 Reference Software
 Business Analytics
 Document Management Software
 Entertainment/Education Soft
 Financial Software
 Communication/Internet Soft
 Storage/SAN Management Software
 Utility Software
 Software Documentation & Media
 Telephony Software
 Technical Support
 Virtualization Software
 Web Software
 Physical Software

Collaboration Hardware
 Voice Hardware – Phones
 Collaboration Hardware – Video Hardware
 Collaboration Hardware – Voice Hardware – Headsets
 Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
 Automation & Control Systems
 Cameras
 Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books	
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Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
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80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also 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 are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

- Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications
- Gap analysis charts for training requirements to be quickly identified
- Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans
- Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: - Performing health checks - Maintaining the right license position so you are neither over- or under-licensed - Establishing consolidated billing - Providing ongoing software recommendations - Ensuring accurate IT planning and budgeting - Maximizing value derived from licensing agreements - Applying compliance checkpoints - Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be repurchased - Email the cart to a colleague - Create a standard quote - Estimate shipping costs with the Shipping Calculator before checking out - Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW-G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system CDW-G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.
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Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization's policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization's digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	☒ Yes ☐ No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

	video management, and managed physical security services;	Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include: Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services Access Control. Modern access control systems — characterized as increasingly digital and IP-connected — allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures — it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient — through ad hoc support services that include: Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix
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			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: - Enterprise and data center networking - Software-defined WAN (SD-WAN) - Wireless networking and Wi-Fi 6 - Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
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90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.
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91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: - Program Strategy and Operations 85+ risk, governance, and strategy experts - Cyber Resilience and Compliance 35+ cyber security and advisory consultants - Identity and Access Management 110+ advisors, engineers, and architects - Cloud and Application Security 10+ cloud security specialists - Secure Infrastructure 60+ physical, network, and IR engineers and architects - Skills and Training 20+ workforce specialists - Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry - CISSP – Certified Information Systems Security Professional - CISA – Certified Information Systems Auditor - CIPP – Certified Information Privacy Professional - PCI QSA – PCI Qualified Security Assessor - CEH – Certified Ethical Hacker - PMP – Project Management Professional - CSM – Certified Scrum Master Vendor - Cisco CCNPs and CCIEs - Splunk Certified Consultants and Enterprise Architects - AWS Cloud Security Architects - Microsoft Certified Systems Engineers - Palo Alto Certified Network Security Professionals - SailPoint Certified Engineers and Architects - Okta Certified Professionals, Administrators, and Architects - CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: - CSA – Cloud Security Alliance - CISA – Cybersecurity and Infrastructure Security Agency - iapp – International Association of Privacy Professionals - IDSA – Identity Defined Security Alliance - IIA – The Institute of Internal Auditors - ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium - NACD – National Association of Corporate Directors - NIST – National Institute of Security Standards - PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: - Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. - Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. - Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. - Proactive renewal notifications before technology, licenses, or subscriptions expire. - Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. - Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zyl0 – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling
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Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
 - [Marketing Plan/Samples](#) - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
 - [Upload Additional Document](#) - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
 - [Pricing - Category 1](#) - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
 - Pricing - Category 2 (optional)
 - Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1

EXHIBIT B
Scope of Work

See Quote from CDW Government LLC No. PXQC668 dated July 6, 2026.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

DONNIE JOHNSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXQC668	7/6/2026	UPDATED 5YR VMWARE	3963960	\$1,496,768.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: \$400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	\$353.00	\$293,696.00
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: \$400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	\$356.00	\$296,192.00
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: \$400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	\$360.00	\$299,520.00
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: \$400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	\$363.00	\$302,016.00

QUOTE DETAILS (CONT.)**VMW CLD FNDTN**

832

8566362

\$367.00

\$305,344.00

Mfg. Part#: VCF-CLD-FND-A

list price: \$400.00

discount: 11%

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)

SUBTOTAL \$1,496,768.00**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$1,496,768.00****PURCHASER BILLING INFO****Billing Address:**

ROCKVILLE CITY HALL-IT DEPARTMENT

INFORMATION TEC

111 MARYLAND AVE

ROCKVILLE, MD 20850-2321

Phone: (240) 314-8160**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**

ROCKVILLE CITY HALL-IT DEPARTMENT

INFORMATION TEC

111 MARYLAND AVE

ROCKVILLE, MD 20850-2321

Phone: (240) 314-8160**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**

CDW Government

75 Remittance Drive

Suite 1515

Chicago, IL 60675-1515

**Sales Contact Info****Tyler Cowden** | (866) 245-1795 | tyler.cowden@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$1,496,768.00	\$42,358.53/Month	\$1,496,768.00	\$48,704.83/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

VMWare

Your use of the VMware by Broadcom offerings identified within this order are subject to (a) the standard end user agreement at <https://www.vmware.com/agreements.html>, (b) the Specific Program Documentation (the "SPD"), and/or SaaS Listing applicable to the VMware by Broadcom offerings and Maintenance located at <https://www.broadcom.com/licensing> and (c) the additional terms within this order (collectively, the "End User Terms"). Any terms that may appear on your purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.

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