

Region 4 ESC

Contract # R210401

for

Technology Solutions, Products, and Services

with

CDW Government LLC

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and CDW Government LLC, effective June 1, 2021:

- I. Appendix A; Supplier Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-04

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for
Technology Solutions, Products and Services

SUBMITTAL DEADLINE: Tuesday, January 19, 2021 @ 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Technology Solutions, Products and Services 21-04 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

- 1) **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, January 14, 2021 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, January 19, 2021 @ 10:00 AM CST
- 2) **Virtual Non-Mandatory Pre-Proposal Conference:** The pre-proposal conference time for this RFP is hereby changed from December 15, 2020 @ 10:00 AM CST to:
 - December 15, 2020 @ 11:00 AM CST

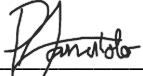
All other details remain unchanged.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name CDW Government LLC

Contact Person Pam Janutolo

Signature 

Date 01/15/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Tab 1 – Draft Contract and Offer Contract Signature Form (Appendix A)

Terms and Conditions Acceptance Form (Appendix B)

APPENDIX A

CONTRACT

*This Contract ("Contract") is made as of April 27, 2021 by and between **CDW Government LLC** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services_ ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

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

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. **Refer to Appendix B**
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

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

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

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

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

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

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

and standard practices to protect workers, general public and existing structures from injury or damage.

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name CDW Government LLC
Address 230 N Milwaukee Ave
City/State/Zip Vernon Hills, IL 60661
Telephone No. 847.371.5800
Email Address david.hutchins@cdwg.com
Printed Name David Hutchins
Title Vice President, Strategic Programs
Authorized signature David C Hutchins

Accepted by Region 4 ESC:

Contract No. R210401

Initial Contract Term June 1, 2021 to May 31, 2021

Margaret S. Bass
Region 4 ESC Authorized Board Member
Margaret S. Bass

4/27/2021
Date

Print Name
Linda Tinnerman
Region 4 ESC Authorized Board Member
Linda Tinnerman
Print Name

4/27/2021
Date

4/27/2021
4/27/2021

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

[illegible]

**Region 4 Education Service Center
RFP Number 21-04
for Technology Solutions, Products and Services
January 15, 2021**

Proposed Deviations

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A 11 b) / page 17	<u>Termination for Cause.</u> If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	<u>Termination for Cause.</u> If, for any reason, Contractor either party fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC the non-breaching party reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law provided the breaching party is unable to cure such deficiency within thirty (30) days after receipt of notice. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	Accepted
Appendix A 22 / page	<u>Warranty Conditions.</u> All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	<u>Warranty Conditions.</u> All supplies, equipment and services shall include manufacturer's minimum standard warranty and, to the extent provided by the manufacturer, one (1) year labor warranty unless otherwise agreed to in writing.	Accepted
Appendix A 30 / page 20	<u>Indemnity.</u> Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the	<u>Indemnity.</u> Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses finally awarded by a court of competent jurisdiction arising out of or resulting from the grossly negligent actions of the	Accepted

**Region 4 Education Service Center
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Proposed Deviations

	<p>solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p>	<p>Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract which proximately causes death or personal physical injury, or from damage to tangible personal property suffered or incurred by Region 4 ESC. Claims do not include any damages or liability that are otherwise excluded from this Contract or that arise from the product(s) or software or from the data processed thereby.</p> <p>Contractor's obligation is contingent upon Region 4 ESC providing: (i) Contractor sole authority in any claim's defense or settlement; (ii) all reasonable assistance, at Contractor's expense, in any such defense; and (iii) prompt written notice of and description of each claim.</p> <p>NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY A PARTY HEREUNDER, THE ENTIRE LIABILITY OF SUCH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY REGION 4 ESC FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM; OR (B) \$100,000.</p> <p>Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p>	
Appendix A 34 / page 20	CDW-G proposes a new clause be added to appropriately document its role as a reseller of cloud services.	It is acknowledged that Region 4 ESC is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service	Accepted

**Region 4 Education Service Center
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Proposed Deviations

		<p>Provider's standard terms and conditions, or such other terms as agreed upon by Region 4 ESC 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 Region 4 ESC 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. On occasion, Contractor may be required by the Cloud Service Provider to execute a separate agreement (each a "Cloud Service Order") with Region 4 ESC, which will be provided to Region 4 ESC in advance of purchase.</p> <p>Region 4 ESC shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. CONTRACTOR IS HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND REGION 4 ESC ASSUMES ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.</p>	

Tab 2 – Products/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

CDW•G offers our entire product catalog of over 1,000 manufacturers. Our pricing offer is a fixed percent discount off the CDW•G Advertised Price by product catalog as seen below:

CDW•G Product Tree Categories	Discount*
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
Data Storage/Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
NetComm Products	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (Partner Delivered)	0.00%
Client Configure-to-Order	0.00%
Software	4.00%
Collaboration Hardware	4.25%
Video & Audio	3.50%
Cables	15.00%

*Discounts are taken from CDW•G National Advertised price. Our National Advertised price is benchmarked against current market demand as well as live pricing on our competitor's websites, which we adjust to remain competitive.

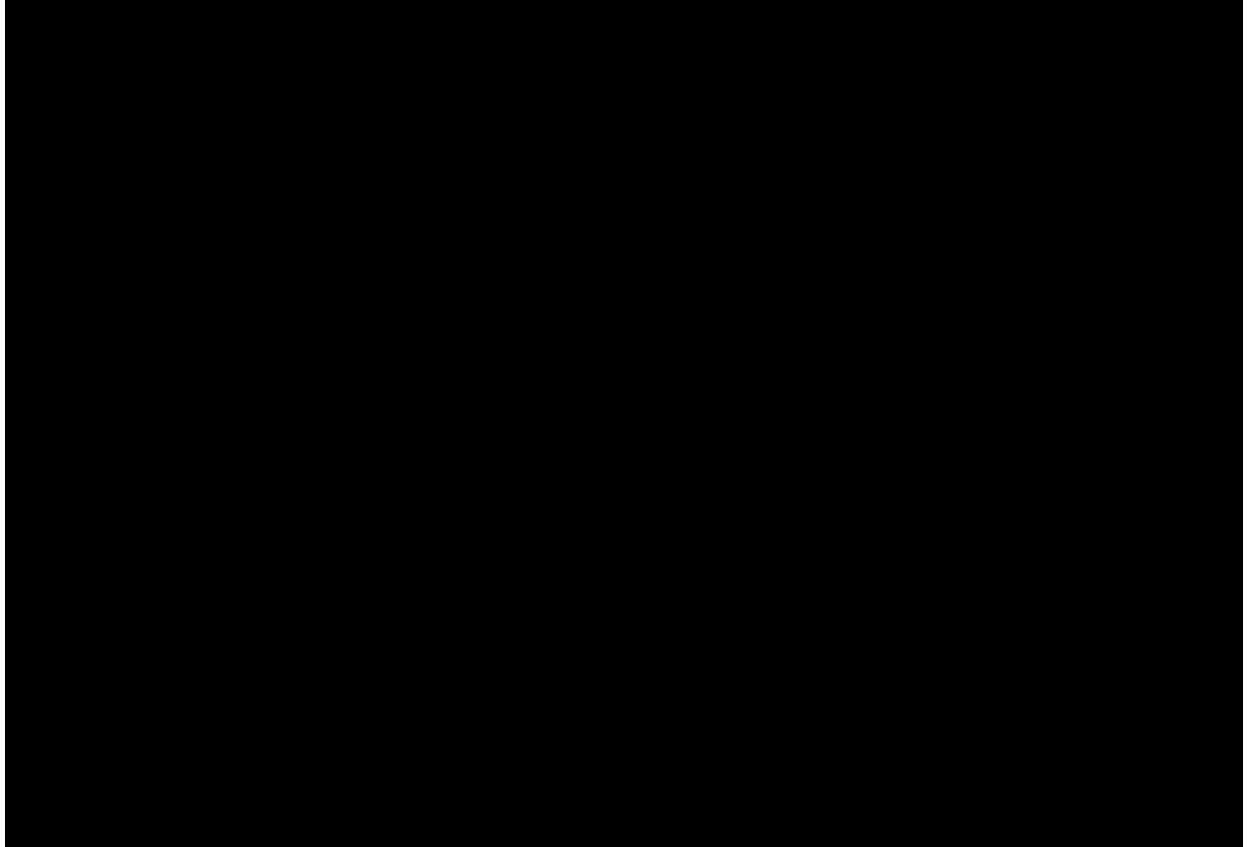
Note: Apple products are offered / allowed at 0.5% discount from National Advertised price, irrespective of category classification. However, CDW•G is not authorized to sell Apple to the K12 segment.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated.

Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).



- iii. Is pricing available for all products and services?

CDW•G offers our entire product catalog, which includes hardware, software, and services exclusive of cloud-based software offerings which are available under another OMNIA Partners/ESC Region 4 Contract that we currently hold, #R171001 (Total Cloud Solutions).

- iv. Describe lease/rental options available including financing information.

Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view

our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps:

1. An initial discovery session to understand member goals, requirements, and budget
2. An assessment review of members' existing environment and definition of project requirements
3. Detailed vendor evaluations, recommendations, future design, and proof of concept
4. Procurement, configuration, and deployment of the final solution

Our diverse portfolio offers Region 4 ESC members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work with Region 4 ESC to explore the need to engage additional leasing partners.

Region 4 ESC members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.

Please note:

- Once the Region 4 ESC customer/member agrees to the proposal, the third-party Leasing Company produces a contract between themselves (lessor) and Region 4 ESC customer/member (lessee). CDW•G is not a party to the lease.
- CDW•G will provide leasing options when regulations permit.

v. Describe any shipping charges.

Contract pricing offered includes lowest ground freight option, delivered to the specific receiving point identified in the purchase order. Expediated freight, shipping to Hawaii or Alaska or special deliveries would be an additional cost or at the discretion of the dedicated account team and subject to review.

vi. Provide pricing for warranties on all products and services.

CDW•G offers our entire product catalog, which includes warranties available for goods. This is included in our Category discounts.

vii. Describe any return and restocking fees.

Standard re-stocking fees are as follows:

- 30 Days after Invoice = 15% return fee
- 60 Days after Invoice = 30% return fee.
- Restricted manufacturers & items will incur a return fee Day 1 from invoice.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Region 4 ESC prices and percentage off discounts listed in our proposal are the ceiling price at quantity one (1). It is our experience that few purchases are made for quantity one and that often we can share additional discounts with customers through our close relationships with key OEMs. It is through this practice, we encourage Region 4 ESC members to work directly with their dedicated account team for opportunities where volume is present to identify additional discounts which might be available.

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Automated Contract Management System

Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. If you need to make purchases on the Region 4 ESC contract, users can view contract specific pricing as they shop on Account Center. Your Account Center will automatically populate up-to-date contract pricing.

Program Management Oversight

The Region 4 ESC contract will be assigned to David White, your current Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained.

CDW•G accepts payment through:

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

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

The category discount percentages will remain firm during the life of the contract.

CDW•G processes a transaction every 3 seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, our Advertised Pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. We choose to go above and beyond competitive market pricing for our customers by providing a competitive discount on our Nationally Advertised Price (NAP) index. We believe that by providing additional discounts off an already dynamic price index, the Region 4 ESC members will receive best value. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

As a leader in technology solutions, CDW•G's product portfolio continues to evolve with new products and new partners. As new items are entered into our product portfolio, they are classified into the current product category hierarchy, and will be assigned the discount percentage aligning to that specific category.

xii. Provide any additional information relevant to this section.

Tab 3 – Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see Omnia Partners Documents (Appendix D) below.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Acknowledged

Please see **Appendix B - Terms and Conditions Acceptance Form**

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see **Attached Federal Funds Certifications (Appendix D, Exhibit F) and the New Jersey Business Compliance (Exhibit G)**

- iv. Describe how Offeror responds to emergency orders.

Whenever a Region 4 ESC order requires expediting, it will be treated with priority. If an emergency arises, contact your dedicated Account Manager who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) needed for immediate shipping.

The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS are not available options for heavy weight shipments. It may be possible to expedite heavy weight shipments depending on the weight.

Because of CDW's large volume relationships with our OEM supplier partners, we are in a strong position to deliver products before other vendors are able to do so, even in the event of industry wide supply constraints. This has been the case throughout 2020 as we have worked with many K12 customers dealing with equipping students for remote learning scenarios in the midst of the coronavirus pandemic. We have successfully worked with many school districts, and in fact, entire states with statewide coordination, to provide emergency product supplies as fast as possible given market conditions.

For any priority rated order, please contact the designated program manager on record as early as possible.

v. What is Offeror's average Fill Rate?

A key factor that differentiates CDW•G is our ability to deliver the right products right when you need them. We currently carry more than 100,000 top brand-name products from more than 1,000 leading manufacturers so we have the products you need, when you need them.

CDW•G has two state-of-the-art distribution centers: a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. Our strategically located distribution centers allow us to ship your products to your U.S. location(s) quickly and cost-effectively. Also, our proximity to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround.

Region 4 ESC has access to our highly trained and certified technicians to custom-configure your systems to save you time and free up your IT resources. Products arrive ready to use out of the box, maximizing your employees' productivity. This physical warehouse model allows CDW•G to provide Region 4 ESC with the quickest order turnaround in the industry.

CDW•G's same-day fill rate varies between 97% and 99% for credit-approved orders with in-stock product. Same-day order fulfillment may be constrained due to the addition of configuration services and the complexity of those services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Our accuracy of products shipped is in the 97-99% range due to the number of checks and balances we have in the system. The delivery location is set at order entry so if the address is put in correctly it will be delivered as requested as long as the carrier delivers it as expected

vii. Describe Offeror's return and restocking policy.

CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. Please contact your CDW•G Account Manager or Customer Relations at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com, to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. This will expedite and help ensure the proper action or credit upon processing.

The following information is needed when requesting an RMA number:

- Customer number
- Invoice number
- Serial number
- Reason for return
- Action to take (replacement/repair/return/credit)
- Whether the box has been opened or is manufacturer sealed.

CDW•G's complete return policy can be found here: [CDW•G Return Policy](#)

viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

In those instances where Region 4 ESC chooses 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 defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience

CDW•G does not manufacture products, but end user IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through your dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet Region 4 ESC's needs. In order to understand all of our best-value options, we recommend that you work with your trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance.

For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Region 4 ESC when left to manage this part of the technology lifecycle on their own. Imagine for a minute Region 4 ESC with small IT staff, is left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage so you aren't bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs.

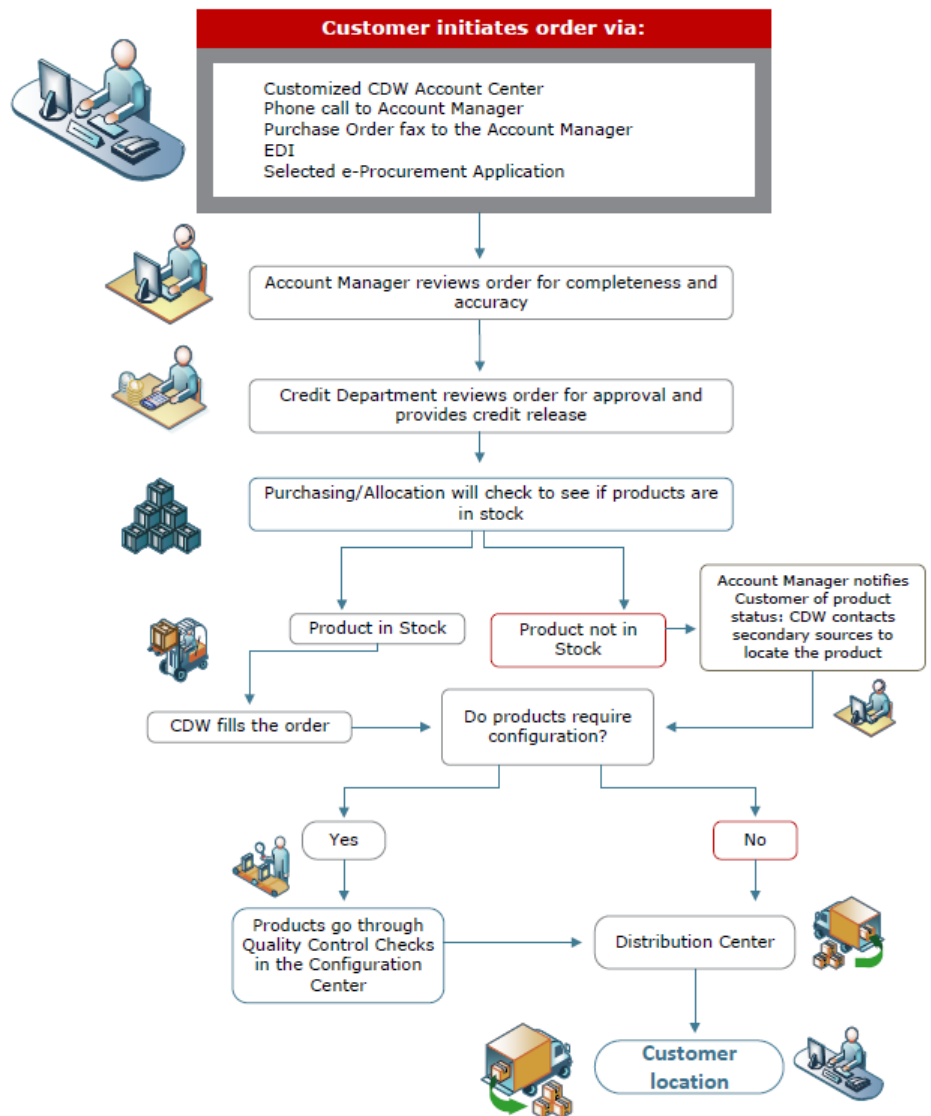
ix. Describe Offeror's customer fulfillment process

The order fulfillment process begins when a batch of orders are systematically released and sorted according to type and priority; for example, split-case picks, full-case picks, oversized picks, and install picks. Our ISO-certified order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately. Overnight and Configurations-Priority orders receive processing priority during order fulfillment.

Extendable conveyors move in and out of trailers, bringing product directly to the current loading position and optimizing the number of people needed to load a trailer. CDW has an agreement with UPS for direct lane shipping and will pre-sort packages into trailers that go directly to a sorting hub closer to the end-destination. This reduces overall processing and travel time to increase our 2-day delivery footprint.

Most orders are picked using radio frequency scanners, or voice picking headsets to identify the product necessary for the shipment and direct the coworker to the proper location. The product UPC is scanned to verify quality and serial numbers are captured via a barcode scan. Smaller items are picked directly into CDW branded boxes or padded envelopes, with automation for the carton assembly and shipping label application. Larger items are placed onto the conveyor where the entire carton goes through a scan tunnel to review all barcodes and then shipping labels are automatically applied. The largest items are picked in a similar manner via forklift; coworkers are directed to the location, the product is scanned for quality, and then the product is taken to a printing station to receive the shipping labels.

Order Entry to Product Delivery



- x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday.

We service customers through phone support, email, and live chat. You will be able to contact our customer relations staff directly or you can go through your Account Manager to resolve problems. The

customer relations staff tracks lost packages, submits claims to carriers, handles Return Merchandise Authorizations (RMAs), and sends out replacements for damaged or defective products.

Excellence in customer service is a top priority for CDW•G. We have many 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 that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

Each customer relations representative completes a 6-8 week training program upon hire, ensuring quality and consistency across our department. We look for candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within our department, helping us retain talent and experience.

Customer Support Hours

Customers can contact customer relations, technical support and site support via phone, e-mail and online chat from Monday through Friday during the following hours.

Customer Relations:

phone and email M-F from 7am to 9pm CT
online chat M-F from 7am to 6pm CT

Technical Support:

phone and email M-F from 7am to 6pm CT
online chat M-F 7am to 7pm CT

Site Support:

phone and email M-Th from 7am to 6pm
online chat M-F from 7am to 7pm CT

- xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

An invoice will be mailed the day after the product(s) is shipped out of one of our distribution centers. Or, a customer can request that invoices be sent via PDF instead. The PDF would be sent the same day that the invoice is generated in the system. When a product is drop shipped from a vendor, CDW•G will invoice the customer once we receive the invoice from the vendor. Copies of original invoices can be printed via your CDW•G Account Center. If there are ever any questions with regards to an invoice, you should contact your Account Manager so the situation can be resolved in a timely manner.

CDW•G now has the capability to send .PDF invoices via email to customers, an important environmentally responsible initiative that Region 4 ESC may want to support. If Region 4 ESC would like to receive invoices as a .PDF attachment via email, please contact your CDW Account Manager to initiate this change.

CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

xii. Describe Offeror's contract implementation/customer transition plan.

With experience managing thousands of contracts in the public space, CDW•G has a robust agreement management process, known as Contract Launch and Acceleration, to execute Region 4 ESC's requirements, successfully transition the current contract iteration to the new agreement, ensuring a seamless experience for Region 4 ESC. The six pillars of Contract Launch—Pre-Award, Intake, Setup & Compliance, Education, Performance Tracking, and Growth—ensure awarded contracts are thoughtfully and responsibly shepherded through the full contract lifecycle by a cohesive, multidisciplinary team.

CDW•G and our marketing team are very familiar with Region 4 ESC and the OMNIA Brand as a current contract holder. Upon award of the new contract, CDW•G will transition customers using the current contract to the new contract. After contract launch, we can add any new customer who requests being added to the contract by linking them to the new contract within 5 business days of request.

Pre-Award Activities

Contract Launch begins prior to a contract award by building a plan and corresponding activities in parallel to the response submission. As part of CDW•G's Contract Launch process, the following pre-award activities are currently underway:

- Members of Contract Launch Pre-Award (PA) Workstream will reach out to Region 4 ESC that have signed an Intent to Participate to understand any unique requirements. Information will be updated in CDW•G's proprietary customer account database in preparation for a PA.
- Detailed internal workflow with names, roles and responsibilities for the complete PA lifecycle. To avoid bottlenecks or single points of failure, each PA will have a designated owner to shepherd it successfully through the negotiation and execution process.
- Create and test a PA toolkit to enable all users that touch the internal PA execution process
- Using historical and existing PA data, we have developed a list of Purchasing Entities that need to be contacted to begin the contract transition process
- Additional resources across Strategic Programs and Sales have been identified and will be trained to support the expeditious execution of an influx of PAs.

Launch and Acceleration Activities

CDW•G's launch plan is already underway. Region 4 ESC can be confident in our ability to deliver timely solutions and support through this transitional period.

The State Contract Launch & Acceleration	
Pre-Award	Project Plan: A list of tasks and responsible parties (Contract Champions) will be clearly identified and assigned ownership for Launch and Marketing activities. .
	Initial Review: Contract Champions review documented CDW•G contract deliverables with to ensure we are familiar with and committed to deliverables and expectations.
	Partnership Alignment: Align with strategic Partners to make them aware of the new contract iteration highpoints and expectations.
Intake	Master Agreement Execution: Upon award, CDW•G will initiate the execution of the contract with Region 4 ESC to create a smooth transition from current agreement to the new contract.

Set-up & Compliance	Contract Kick-off: A kick off call will be established in concert with Region 4 ESC's stakeholders to review contract launch activities and introduce the core CDW•G/Region 4 ESC team. We will provide written timelines and summaries, in advance of calls.
	Pricing: Set up pricing in our contract management system and ensure compliance with agreed structure. Conduct Quality Control and confirm pricing is correctly populating to online portal and Purchasing Entity online accounts.
	Stretch and Piggyback Agreements.: CDW-G will contact each entity with whom we currently have a Stretch or Piggyback Agreement based on the existing contract R160201. We will determine whether there is a mutual interest in continuing the Stretch/Piggyback under the new contract; and if so, take steps to modify or create a new agreement as needed to address the individual circumstances.
	Contract Fees: Work with program management and finance teams to ensure proper set up for contract fee payments
	Custom Premium Page: Create landing page with contract details and confirm acceptability of the website format and data with Region 4 ESC.
Education	Contract Wiki: Develop a dedicated Wiki Page for Region 4 ESC to highlight contract requirements, eligibility, support structure for Sellers, limitations and exclusions and any other relevant information.
	Contract Announcement: Region 4 ESC's dedicated Program Manager will issue an announcement to all CDW•G sales team notifying them of the contract award and providing relevant information and resources.
	Contract Focused Training: Educate the sellers and other supporting roles on contract nuances, usage and compliance. Create virtual training modules in conjunction with live training to help Sellers drive the correct engagements with Purchasing Entities.
	Seller/Customer Awareness: Customer outreach collateral and notices including contract details and information will be created and distributed to Purchasing Entities to inform them of the contract award and get feedback on their specific needs.
Performance Tracking	Reporting: Establish contracting requirements and cadence for all Purchasing Entities.
	Customer Surveys: Develop customer satisfaction survey and implement remediation plan(s) for any identified performance lapses.
Growth	Contract Strategy: Align with Region 4 ESC's goals and build strategies to drive Purchasing Entity adoption and utilization through CDW•G.
	Marketing: The Program Management and Capture teams will align with CDW•G Sales, Marketing, and the State to build mutually agreed upon Marketing material to be distributed to Eligible Entities; Ensure collateral is compliant with contract requirements.
	Quarterly Contract Reviews: Meet quarterly with Region 4 ESC to review contract sales and observed trends.
	Annual Business Review: Meet with Region 4 ESC to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.
	Accelerate Contract Utilization: Prioritize entities which are either new to Contract as well as laser-focus on entities with established partnership with CDW•G.

xiii. Describe the financial condition of Offeror.

Stability of CDW

CDW•G is a Fortune 500 company that is not only local, but also on firm financial ground. Leveraging our size and partner capital empowers us to effectively operate as our customers' advocate when it matters. And, if history is any indicator, it matters often. In a time of global unrest and economic uncertainty, CDW•G is the partner that will be here tomorrow. We are the partner that is not only financially stable, but also operates with heart and integrity.

Ability to Adapt/Agility

Our longevity and stability also play an important role in helping customers navigate through unpredictable and difficult circumstances. Many vendors can state how they helped a customer successfully achieve IT objectives, but far less have the wherewithal and the integrity to guide customers through unprecedented economic and global crises. This is because these efforts often involve significant time, expense, and resources on behalf of the vendor. However, our dedication to our customers transcends any short-term losses. When we invest in a customer, it is for the long haul. We understand that how we deal with adversity impacts how and when we succeed.

We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW plays a critical role in continuing to supply IT products and services to our customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the wellbeing our communities and helping our customers navigate a rapidly changing environment.

Additionally, we have implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason.

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

The following link is an example of what your website will be capable of: www.cdwg.com/esc4

Account Center Overview

Region 4 ESC will have its own Account Center that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web and we continue to develop enhancements based on customer feedback.

Our extensive suite of online tools, provided to Region 4 ESC at no additional cost, allow you to:

- Streamline the ordering process
- Facilitate product standardization
- Create bundles for easy reordering
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users
- Maintain customized catalog(s)

- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in SLT format.
- Download reports in Excel or CSV formats.
- Access online chat support

Website Advantages

Our web capabilities provide an extra level of convenience, customization and efficiency for Region 4 ESC. Your Account Center brings you:

Speed — Region 4 ESC folks can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, you and authorized colleagues can procure the best solutions your need at the best price from one of the industry's largest inventories of brand-name products.

Reporting — As a rich source of detail on purchase history, license agreements and asset tracking, CDW•G lightens the burden of generating reports. Your Account Center is a productivity-enhancing tool, giving you the exact detail you require whenever you need it. You can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. We bring you dynamic reporting for the information you need, when you need it, via your Account Center.

The value-added benefit of your Account Center is that you can better manage data and information that will allow you to make more cost-effective decisions. Your Account

Center also reduces the administrative and purchasing costs involved in procurement.

Account Center Features:

Account Linking — View, Place and Track Orders from Multiple Addresses

Account Linking lets you view, place and track orders according to their bill-to addresses. A single log-in gives authorized users a way to efficiently access their order status from across the enterprise while placing and tracking orders by address and location.

Account Team — Access Expert Support with a Personal Touch

Your Account Center allows you to work directly with your dedicated Account Manager and sales team as well as customer service professionals and certified technicians during every step of the purchasing cycle. Your Account Center lets you see pictures of your Account Team, view their contact information and check their availability in and out of the office.

Asset Management — Follow Asset-Tagged Hardware Throughout Your Company

Your Account Center provides an online asset management tool to track your asset tagged products. You can search by serial number, order number, or location. You can even create your own custom fields and add or enter products purchased from other vendors. This feature also allows you to modify your records to reflect the transfer of equipment from one location to another--a real plus for companies, like Region ESC, with multiple locations. Asset Management then lets you create and download a detailed report of your company's hardware assets.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This capability lets you customize your Account Center home page to show the products and configurations Region 4 ESC uses and streamline standard product orders. You can choose a variety of formats in which to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there's no guesswork when making repeat purchases on Region 4 ESC standardized solutions. You save hours having to conduct multiple steps, when you can simply send a bundle right to your shopping cart and check. Your Account Center also lets you perform quick product searches and "comparison shop" by viewing side-by-side, detailed product descriptions before you even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

If you need to make purchases based on a negotiated contract, your Account Center Website lets you search your approved contracts online. Region 4 ESC users can view all eligible contract pricing as they shop. Your Account Center will automatically provide you with your special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Order Center — Track Order Status and Purchase History Instantly

This feature offers a full breadth of tools to track your order status, leases, purchasing history and financing options. Original invoices can be printed and you can view outstanding balances and invoices, credits, adjustments and/or payments. You can download your purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets you automatically save this data in your spreadsheet or database applications. You can readily search your order, get your tracking number, check shipping status and request a Return Merchandise Authorization (RMA).

Online Quotes — Create, Review and Place Orders in Minutes

You can review a quote online just moments after it is created by your Account Manager. Then it can be printed, forwarded to colleagues or managers for pre-authorization or converted to a live order. This feature also lets you create your own quote right from your shopping cart, in addition to viewing contracts, volume and bid pricing online.

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

Your Account Center also automates your approval process. The Purchasing Authorization System (PAS) enables you to restrict your employees' purchasing power and to automate required approvals before any order is placed. PAS bypasses the laborious step of having your purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems which can all function independently for the departments and locations involved with Region 4 ESC's procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on your Account Center.

Catalogs and Custom Catalogs – Limit Product Purchase Rights

Each Region 4 ESC catalog contains a name and a description; they are displayed by product category and show both CDW•G and manufacturer part numbers. There is a drop-down listing on the product search drill-down pages when you conduct a Department Search from the main page, or use the type in search feature on the top right side of the main site banner for your Account Center

The catalog feature allows you to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of your end-users according to Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords which drive the Search Engine are also available for you to search for product. This allows you to refine items listed before making them a part of your custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of your end users and help keep your IT budget on only those items you have selected and approved.

Product Finders — Easily Find the Right Accessories and Supplies

Account Center and CDW•G.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions and other devices. Region 4 ESC can also search for desktops and notebooks. Product finders guide you to the technology solutions that fit your needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection and cases and bags.

xv. Describe the Offeror's safety record.

CDW's safety mission statement: To provide the safest and most secure environment possible for CDW coworkers without hindering their creativity and productivity, enabling our customers to receive their product quicker, more efficiently, and with the highest quality possible.

CDW-G has taken a very serious and considered approach to the current coronavirus pandemic, in compliance with all state and local guidance governing the facilities where we operate

COVID-19 Response

In order to manage events such as the COVID-19 outbreak, appropriate response teams were created and consist of an Emergency Response Team (onsite management), a Business Continuity Team (IT,

Facilities, Coworker Services & Security/Safety) and a Crisis Management Team (EC members). All three teams work closely with one another to ensure the safety of our coworkers is first and foremost during any infectious disease incident. Some of the tasks they follow include but are not limited to:

- Cleaning and sanitizing work areas
- Providing remote access for those coworkers unable to come to work, but are able to work from home
- Providing hand sanitizers at entrances and restroom areas
- Providing hygiene reminder posters in break room and restroom areas
- Communicating with coworkers through email or meetings
- Recommending social distancing
- Providing a COVID-19 web site externally for our partners and coworkers, as well as on the CDW•G intranet with facts and information, updated regularly
- Working closely with health care providers, CDC, and the government for the latest information on vaccinations
- Because we value the safety of our customers and partners our coworkers were trained on the appropriate measures to take in order to safely engage in-person customer meetings

CDW•G is concerned about any infectious disease outbreak and is dedicated to its coworkers, customers, and partners for having an adequate response plan.

We have a continually updated response to COVID-19 posted to our website for all our customers and partners: <https://www.cdw.com/content/cdw/en/updates/cdw-response-to-covid-19.html>

CDW•G has also posted a number of valuable links to help coworkers keep up with the latest information regarding COVID-19 and other infectious diseases. Documents on FAQs, partner updates, health and safety fact sheets, emotional health resources, customer engagement, work from home resources are all provided on the CDW•G intranet.

Maintaining a Safe Work Environment

CDW strives to maintain a working environment, which provides for the safety and well-being of our coworkers, visitors, and surrounding community. CDW is also committed to comply with health and safety standards, which apply to its operations and activities. To meet these goals, a number of occupational health and safety programs and procedures have been developed and implemented. Collectively, these programs represent CDW's efforts to minimize occupational injuries and illnesses, to protect environmental property and to reduce liability.

Regulations require that a comprehensive "Injury and Illness Prevention Program" be prepared and implemented. The CDW approach to preparing such a program has been to incorporate, to the degree practicable, existing hazard control programs and procedures.

The regulation requires specific program elements, including the designation of a responsible person and identification of a system for:

- Communicating with coworkers on matters concerning safety and health;
- Identifying, evaluating and reducing workplace hazards;
- Implementing procedures for injury / illness investigation;
- Mitigating hazards in the workplace;
- Training coworkers; and
- Maintaining records

A comprehensive Injury and Illness Prevention Program (hereafter referred to as IIPP) has been prepared by the Global Security Safety and Business Continuity (GSSBC) Department for implementation at CDW. The CDW IIPP was designed to specifically address the regulatory

requirements outlined above, and to function as an “umbrella” program which incorporates the elements of other occupational hazard control programs and procedures (e.g., Hazard Communication Program, Blood borne Pathogen Program, Lockout / Tagout Plan, etc.) It can be readily modified to integrate new or revised health and safety programs, including procedures required by new, pending or future legislation.

CDW also follows an Accident Investigation Procedure: The manager at the location where the accident occurred will perform an accident investigation. The safety administrator is responsible for seeing that the accident investigation reports are being filled out completely, and that the recommendations are being addressed.

Managers will investigate all accidents, injuries, and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries.
- Review the equipment, operations and processes to gain an understanding of the accident.
- If the coworker requires medical treatment, ensure that they are treated and submit to a drug screen.
- Identify and interview each witness who might provide clues to the accident's causes.
- Investigate causal conditions, unsafe acts and make conclusions based on existing facts.
- Complete a Safety Incident Report.
- Provide recommendations for corrective actions and indicate the need for additional safety training.

Accident investigation reports must be submitted to the Coworker Services Department within 24 hours of the accident.

CDW•G has not received any OSHA citations in the last 5 years.

xvi. Provide any additional information relevant to this section.

Omnia Partners Documents (Appendix D)

Supplier Response (3.0)

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company (3.1)

A. Brief history and description of Supplier to include experience providing similar products and services.

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology "agnostic," with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to over \$18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.

B. Total number and location of sales persons employed by Supplier.

CDW currently employs 10,100 coworkers, which are located in offices, remote locations (such as at home), and in the field. Our offices are located throughout the US, UK, and Canada. In the United States there are 26 offices.

C. Number and location of support centers (if applicable) and location of corporate office.

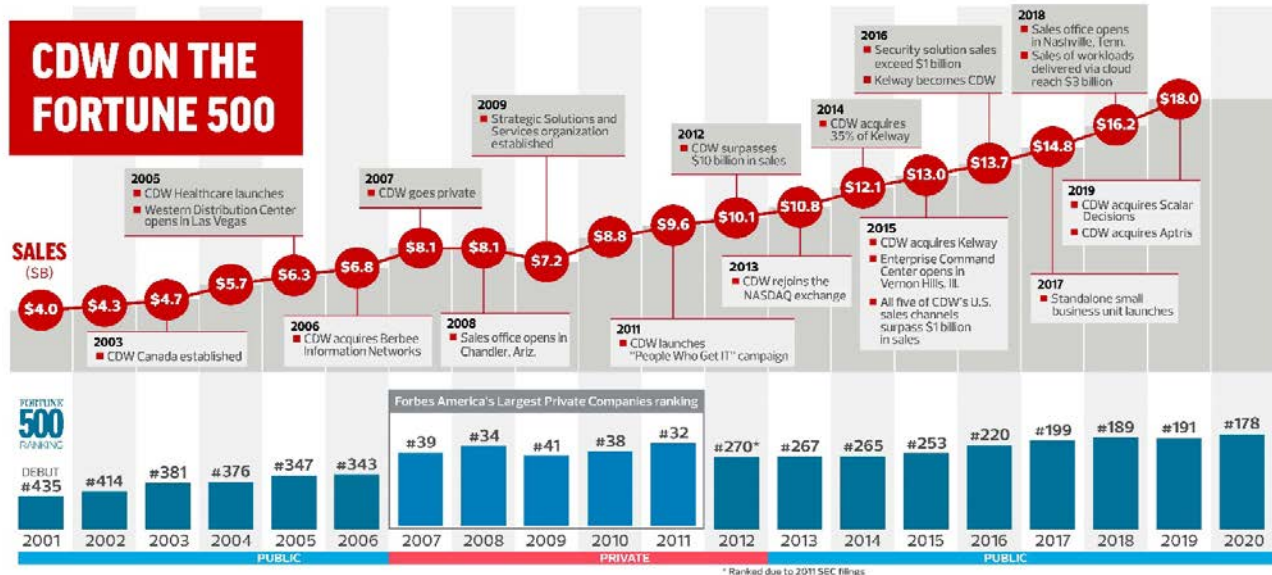
CDW has 26 offices (please see the map above).

The location of our corporate office is: 230 North Milwaukee Avenue in Vernon Hills, Illinois.

D. Annual sales for the three previous fiscal years.

As you can see from the graph below, CDW•G has realized consistent growth since 2001. Our sales for the last three years are as follows:

- 2017 - \$14.8B
- 2018 - \$16.2B
- 2019 - \$18.0B



a. Submit FEIN and Dunn & Bradstreet report.

Unfortunately, we cannot supply a Dun & Bradstreet report as it violates our contract with the company. OMNIA is able, alternately, to obtain a report for CDW•G from Dun & Bradstreet.

E. Describe any green or environmental initiatives or policies.

We reuse, reduce, and recycle wherever possible and both our warehouses are certified by the ISO 14001:2015 Environmental Management System standard. The certification proves that we use 100% recyclable packing material for all our products, and that we set and achieve continual goals regarding the reduction of environmental impact. CDW holds BREEAM certification, too, which relates to the use of light dimming features, solar panels, and rain harvesting at CDW facilities. As well, we offer access to a Print Relief Program that helps our customers save forests by measuring paper consumption and automatically reforesting a company's footprint. Finally, our carriers that deliver products to customers participate in the SmartWay Transport program. This program helps our customers like OMNIA Partners measure, benchmark, and improve freight transportation efficiency.

CDW's 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.

ISO 14001:2015 Certification

CDW has achieved certification to the ISO 14001:2015 Environmental Management System (EMS) standard. The certification has been awarded to CDW's Vernon Hills, IL and Las Vegas, NV distribution centers and attached offices. CDW's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

**EPA Green Power Partnerships**

CDW participates in the United States Environmental Protection Agency's Green Power Partnership program.

beGREEN Program

CDW implemented a formal beGREEN program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. CDW has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries and wooden pallets. Our dedicated beGREEN staff continually looks for more ways to be environmentally responsible.



Please see **Attachment A – Our Commitment to the Environment**

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

CDW•G Supplier Diversity program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned and other small, disadvantaged businesses. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience, while contributing to economic growth in diverse communities.

Since 2007, CDW has been utilizing a vast national network of diverse OEMs, distributors, and service provider partners. Last year alone, we spent more than two billion dollars on subcontracts with our small and diverse partners that serve CDW customers like UC and OMNIA. These suppliers help our customers meet their diverse goals and needs.

- We currently feature over 1,100 diverse suppliers.
- In 2019, CDW became a member of the Billion Dollar Roundtable, 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 Tier-I basis.

CDW•G is continuously developing other MBE/WBE and SDVOB partnerships to meet customers' needs. These relationships include but are not limited to product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit disadvantaged partners locally and regionally, since customer spending goals are tied to their local laws and usually require the partner to be certified within their city or state. These various engagement models allow participating agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle. In this way, we differentiate ourselves from our competitors. We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Supplier Diversity program offers a broad and robust partner network to achieve this. Utilizing MWBE partners is part of CDW•G's business strategy. Pricing should not be affected for OMNIA partner members using diverse suppliers on the proposed contract.

The following are just a few ways that CDW•G can support OMNIA Partners members in meeting their diverse supplier goals:

1. Educate users on CDW•G's supplier diversity program and how to initiate a planning session.
2. Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative.
3. Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity.
4. Perform ongoing engagement to adjust plans as necessary.

For more information on our supplier diversity program please see **Attachment B - Supplier Diversity Economic Impact 2019**.

In order to access our diverse supplier network, participating OMNIA Member agencies would reach out to their assigned CDW•G account representative.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes

☒ No

If yes, list certifying agency: _____

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

☐ Yes

☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

CDW•G provides a unique combination of both in-house resources and outsourced services from qualified subcontractors to assist with projects across a wide range of technologies and solutions. Whether members are looking for imaging, managed services, software migrations, maintenance or onsite installations, CDW•G can provide Region 4 ESC with the best possible resources to ensure maximum satisfaction and to save Region 4 ESC both time and money.

Commitment to Diversity

At the heart of every diverse business program is the drive to foster inclusivity for diverse communities and drive local economic growth. It's a government's commitment to strengthen civic engagement and level the playing field. CDW supports this effort, too. We launched our Supplier Diversity program in 2007 and have continued to increase our positive impact on diverse businesses since the program's inception.

In 2019, CDW became a member of 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.



CDW not being a diverse prime has the privilege, opportunity and responsibility to partner with diverse suppliers and bring them with us to every opportunity. Just like our customers, their procurement practices, and technology in general, our Supplier Diversity program is adaptive in order to accommodate the unique and changing needs of our customers. To bolster our support of any Region 4 ESC MWBE goals, CDW endeavors to work with our supplier diversity team and local partners to explore ways to grow our MWBE network.

Another important aspect of the CDW Supplier 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 other organizations, as well, which include:

- Chicago Minority Business Development Council, Inc.
- Women's Business Development Center of Chicago
- Minority Business Development Agency of Chicago
- National Veteran Owned Business Association
- National Gay & Lesbian Chamber of Commerce



Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfillment – it warrants a vendor that provides superior products and a high-quality customer experience. A major priority in our IT initiatives is flexible, adaptive technology that can promote user needs in a secure fashion. It's not enough to provide customers with access to product they want in a quick and efficient manner. Procurement officers need to understand their options and our customers need to know their products are securely sourced. Our position as a leading technology solutions provider with: expertise in web fulfillment and eProcurement, a dynamic pricing structure, mature logistics capabilities, secure and responsible sourcing processes, a fully-developed contract management department, and an in-depth marketing approach combine to create a procurement solution that no other vendor can offer.

Web Capabilities

Limited budgets and requirements for compliance among customers demand that certain features and functionality be inherent within an online marketplace. We understand these needs and we've incorporated them into our digital marketplace solution. For instance, many of the features that our competitors offer at a premium are offered standard through our online marketplace. Features such as competitive, best-value pricing, spend reporting, and account customization are built into our solution.

Additionally (as noted above), we offer customers access to our entire network of diverse suppliers, at no charge, to aid them in meeting requirements. Some marketplace vendors require a subscription just to identify these suppliers. However, we not only identify those currently in our network, we collaborate with users to deliver against their diversity spending targets.

Agile Cost Model

At CDW•G, we have been pioneers in establishing and evangelizing the value of a dynamic pricing structure. We utilize our Nationally Advertised Price (NAP), a Verifiable Price Index, as the starting point in our price proposals. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Our

customers can be sure that the pricing quoted is the most up-to-date and competitive available on the market.

We believe that by receiving additional discounts off an already dynamic price index, OMNIA Partners will provide best value to eligible users. We choose to go above and beyond competitive market pricing for our customers by offering a pricing approach based on NAP. This approach to pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as “virtual warehouses.” This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM’s and distribution partners’ fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment.

Onsite Inventories

In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two large strategically located distribution centers controlled by a Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G’s marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships

Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers (more than 100,000 products from more than 1,000 name brand manufacturers). CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry’s top manufacturers, and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. They send us daily EDI downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach

We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users. Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G’s sales and

marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management

CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

Finally, here are additional highlights of our features and benefits:

- Experienced account team supports your day-to-day IT needs, and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

CDW•G has not experienced bankruptcy or reorganization.

CDW•G is not currently and has not been involved in litigation, which could impact our ability to provide products and services on this agreement.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

CDW•G is a publicly held corporation, so this notification is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of this submittal, and for the prior five years, CDW•G certifies that to the best of its knowledge and belief, it has not been listed by any federal or state authority as debarred or suspended,

where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.

Distribution, Logistics (3.2)

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

CDW•G's complete portfolio of product offerings includes over 100,000+ products from more than 1,100 name brand manufacturers. For a listing of our OEM partners, please see **Attachment C - Manufacturer Line Card**.

Based on the strength of our success and our product portfolio, we can offer our customers the newest technologies, robust discounts, and focused OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings.

CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	<ul style="list-style-type: none"> • e-Procurement integration • Leasing services • Managed services • Pre-shipment configuration • Professional services • Warranty and maintenance
TOTAL SOLUTIONS	<ul style="list-style-type: none"> • Cloud • Collaboration • Data center and networking • Managed Print Services • Point of Sale • Security • Software management • Total Mobility Management

Professional Services

Our project managers and consultants work directly with you to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. Then they'll QA it. And troubleshoot it. And lead an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve customer experience, increase efficiency and free up your team to focus on what really matters—your business.

Our IT consulting and professional services team — over 1,000 professionals strong — deploys out of 25 U.S. locations to deliver personal service that helps you understand and meet your business and technology needs. Maintaining top certifications from the likes of ITIL, HIPAA and Cisco, we have the expertise to roll out custom onsite and cloud solutions across diverse industries in the public and private sector.

1. Data Center Installation - Data center maintenance can quickly eat through your IT budget. Our data center upgrades can help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud.
2. Networking Services - With the proliferation of mobile devices and the Internet of Things, there's more traffic on your network than ever. Before you implement any new IT solution, our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed.
3. Security Services- Security touches every layer of your network infrastructure and requires a holistic defense strategy that aligns people, processes and policies. We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data.
4. Digital Workspace Services - As anytime, anywhere workplaces become the norm, your organization needs a control center for employee- and corporate-owned devices, as well as tools for seamless collaboration. Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security.
5. Cloud Services - Cloud applications reduce your dependence on high-maintenance hardware and help you mitigate risk by ensuring business continuity, fast disaster recovery and regulation compliance. Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business.
6. IT Consulting Services- CDW's Consultative Advisory Services can help your IT team prepare for the future. Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions.

For more information please refer to:

<https://www.cdw.com/content/services/professional-services/default.aspx>

Presales Consulting Expertise

A unique advantage of CDW's business model is that Region 4 ESC has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Account Team includes highly trained presales specialists who are experts in areas of technology or for specific partner products. Your account manager engages these value-added resources to bring Region 4 ESC the best advice and

technology solutions to meet your unique needs. Your account team coordinates meetings with Region 4 ESC and vendors to review future needs, standards, and roadmaps.

In addition, your account team has access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support

Technology Specialists

Our teams of technology specialists are highly trained and experienced in products and technologies including:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Security
- Servers and Storage
- Software Licensing and Management
- Unified Communications/Collaboration
- Voice and Data

Presales Systems Engineers

CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

Onsite Vendor Representatives

CDW has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW-G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW-G. We have many 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 that we provide continuous, high-quality customer service. We

make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

We plan to offer IT goods and services to all areas noted in the OMNIA RFP Partners Advertising Compliance Requirement - Exhibit H. CDW•G serves the entire US (and Canada and the UK).

CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds [REDACTED] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

We also have local distribution partners which can be utilized as necessary by OMNIA members. Some of these distributors have diverse certifications and can be accessed by OMNIA participating members.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

CDWG uses a hybrid distribution model including its 2 warehouses and variety of drop ship and distribution network to ensure delivery requirements.

Region 4 ESC Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified, auditable model that members are familiar with on their current CDW•G agreements. CDWG Advertised pricing is publicly available 24/7 The CDW•G Program Management team uses custom contract management tools, which streamlines the process and

positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:

Customer access to contract
Contract pricing
Contract shipping commitments
Contract fee compliance

The tool matches Region 4 ESC's unique contract codes from a data pool of all CDW•G sales. We access this information to ensure pricing accuracy and timely report submission. Upon award, we will load the contract structure based on our product categories into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price.

As with all of our contracts, the Region 4 ESC contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as maintain the correct contract price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Distribution

Most of our IT products are processed and shipped from our two CDW warehouses described above. These facilities have configuration capabilities such as asset tagging. We do contract with, as well, a network of fully vetted distributor partners for our customers to use as desired.

Diverse Suppliers

Since 2007, CDW has been utilizing a network of OEMs, distributors, and service provider partners, which are comprised of small business and minority, women, veteran, and LGBTQ- owned businesses. These suppliers help our customers meet their diverse goals and needs.

Shipment Carriers

CDW offer best in class freight solutions utilizing industry well known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload) and local messenger services. All carriers are required to have the following:

- Uniform Delivery Drivers
- On-line tracking
- Performance metrics that align with CDW's requirements (on-time delivery and claims)
- Logistics infrastructure to handle high volume shipper
- Customer Service support 7 days a week, 24 hours a day
- Required insurance coverage
- Statistical reporting to identify shipping characteristic changes
- Security certifications such as TAPA (Technology Asset Protection Association), C-TPAT (Customs-Trade Partnership Against Terrorism)
- EDI capabilities – Tracking number and ASN updates

- Ability to process quotes through high volume TMS (Transportation Management System) platform such as ConnectShip

Carrier's performance is monitored daily; each carrier receives a monthly report card that grades their performance based on key performance metrics that drive supply chain efficiency and the customer facing experience.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

As noted above, CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds \$220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

CDW•G does not have a retail network.

Marketing and Sales (3.3)

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst non- participating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program nationwide.

Key members of the leadership team include:

David Hutchins, VP of Strategic Programs, leads the newly aligned Strategic Programs organization which includes functions of Pre-award Programs, Post- award Programs, Capture/Business Development and Public Sector Strategic Initiatives. Prior to this, David has held numerous sales leadership roles leading Federal, K-12, Higher Education, State & Local teams spanning nearly 27 years with CDW.



Joe Simone, VP of Education Sales, is an executive sponsor of the contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



Chris Webb, Director of Capture, is also an executive sponsor for all OMNIA Partners agreements and is committed to the overall success of the CDW•G-OMNIA partnership. In his position, he is dedicated exclusively to our company's contractual sales, and leads with the knowledge and experience in cooperative purchasing contracts.

We understand the pivotal role that launch implementation plays in the overall success of the contract. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables to be implemented within 10 days of contract award date include a companywide contract announcement email and a sales-specific announcement detailing contract benefits for online, transactional business.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory requirement within individual states. We cannot agree to market the OMNIA Partner's contract as our primary public sector go-to-market strategy. We have however included a detailed marketing plan to drive contract awareness, adoption and success. Moreover, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

Training and Education of CDW-G Sales Force with Our Executive Leadership and OMNIA Partners

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and engage in contract

administration, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

Our Program Management team has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. They will collaborate with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force. He will work directly with our sales leadership and OMNIA Partners to develop and execute a training program for our sales force. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits.

Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.



B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaign to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications

CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must understand their audience and how to access them, and these publications help reach our target customers. All of the aforementioned 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.

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- StateTech Magazine

Advertisements and Cobranding

CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G's experience and approach to serving OMNIA Partners;
- Samplings of our breadth and depth of industry partnerships;
- Contract specifics where customers can find CDW•G delivered solutions and services; and,
- Contact details for account managers and account managers in the field.

We can do the same thing for OMNIA Partners on this proposed contract, should you so desire.



Meet the newest member of your technology team: CDW-G, your new partner under the PC Stores Contract for the State of Utah.

Count on CDW-G for one-stop simplicity in product procurement across 12 essential technology categories — including client computing, networking equipment and power and cooling solutions — plus our entire catalog of software offerings (under Contract No. MA2800). Utah's dedicated CDW-G account team provides unparalleled convenience and expertise for your technology procurement.

WE GET IT.



Nationwide public sector experience



20 years of service to Utah



Problem-solving experience focused on you



Individual attention from dedicated CDW-G account managers



Solutions that address every need

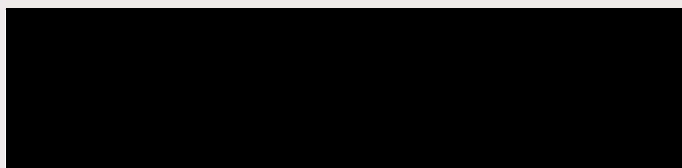


Convenient, state-of-the-art distribution center in Las Vegas

STRONG PARTNERSHIPS, STRONG RESULTS

This contract encompasses CDW-G's hardware portfolio, ensuring solutions that are crafted from the strongest offerings and vendors in the industry, including:

- Computers and accessories
- Desktop, office printers and plotters
- 3D printers
- Consumer electronics
- Apple branded products
- ID printers
- Classroom devices
- Audiovisual equipment and accessories
- Uninterruptible power supply (UPS)



Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad, comprised of employees educated on and active in social media, pushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets.



With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message.

This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

The Website will become live reflecting the new award within hours (or a day or two at the most) from the date of award. We are prepared for an award, and there will not be any delay in our ability to stand up the contract and activate pricing on the website after award is made.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sales-led communications campaign, and social media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. As noted above, we also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with OMNIA. For instance, a combined OMNIA and vendor branding logo can be created to include in social media

advertisements, the agreement's customized Premium Page, customer-facing digital and print flyers and customer-facing emails.

Upon contract award, we intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

CDW•G acknowledges and will employ all commercially reasonable efforts to attend and participate with OMNIA Partners at trade-shows and conferences throughout the term of the Master Agreement.

In 2020, CDW•G's schedule includes over 100 regional and nearly as many national events including FETC, TCEA, ISTE, Educause, National Sheriffs Association as well as numerous in market events such as eRepublic Digital Government Summits and CDW•G hosted events.

In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2020, we already committed to attend the OMNIA Partners Regional Connections Event in Philadelphia (but it has been cancelled due to COVID-19).

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.


- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites.

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)


CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approach and specific goals/targets

for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.



Cooperative Contract (#2018011-01) | [View in Browser](#)


HARDWARE SOFTWARE SOLUTIONS CLOUD BRANDS DEALS



**WE GET YOU HAVE
COMMUNITIES TO PROTECT.**


**14
Seconds**

New Ransomware Attacks Occur Every
14 Seconds.¹




As Ransomware Attacks Loom,
Preparation Is Critical for
Municipalities

[Read More](#)



The Importance of Backup
and Recovery in the Face of
Ransomware

[Read More](#)



Shop the cooperative contract
with OMNIA Partners,
Public Sector




[Shop Now](#)

OMNIA
PARTNERS

Call your CDW-G account
manager about the latest
technology offerings on the
cooperative contract with
OMNIA Partners, Public Sector

[800.808.4239](#)

PRESENTED IN PARTNERSHIP WITH



Source: ¹Customonline.com, "5 Cyber Security Statistics You Need to Know For 2020 and Beyond," October 2019

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Like we have done for other OMNIA contracts, we will create a Premium Page dedicated to the new contract. The page will include all contract documentation, marketing materials, products and pricing and relevant links.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (formerly NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (formerly NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs.

For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

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

1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.

3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
 4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
 5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
 6. You may not frame or alter the CDW•G website in any way.
 7. At CDW•G's direction, you will immediately remove the logo(s)
 8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
 9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.





OMNIA PARTNERS AND CDW-G



A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW-G has been awarded a special contract with OMNIA Partners, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for OMNIA Partners participants for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW-G and OMNIA Partners have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW-G account manager for additional assistance.

We look forward to serving you under our new agreement with OMNIA Partners.

CONTRACT BENEFITS INCLUDE:

- + Term: 3/1/18 to 2/28/23 with two, one-year renewals.
- + Competitive pricing across CDW-G's entire portfolio of products and solutions.
- + Access to a multitude of services and custom configurations, including equipment staging.
- + Pricing on products made by the following partners:





















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CDW Government LLC

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01/19/2021

All information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Customer Name are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Management team will work directly with our sales leadership and OMNIA Partners. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Name: David Hutchins

Title: VP, Strategic Programs

[REDACTED]

ii. Marketing

[REDACTED]

iii. Sales

[REDACTED]

iv. Sales Support

[REDACTED]

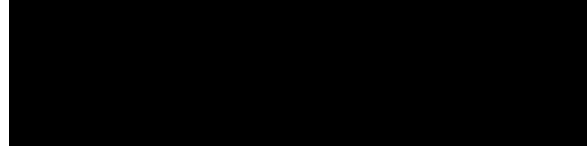
v. Financial Reporting

[REDACTED]

vi. Accounts Payable

We assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary

vii. Contracts



H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the segment they support such as K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team that are ready to address any member's need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner's members' needs are consistently and satisfactorily met.



To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members' CDW•G account managers are the center of their customer service and support experience. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Education Sales, Joe Simone, and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution to a challenge has a simple solution.

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why a problem occurred and work to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of the failure to meet member expectations.

OMNIA can be confident in this contract's level of Executive Sponsorship within CDW•G, as well.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Our customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager who will ensure contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, your assigned Program Manager will work directly with OMNIA to stand-up all aspects of the new agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system, which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

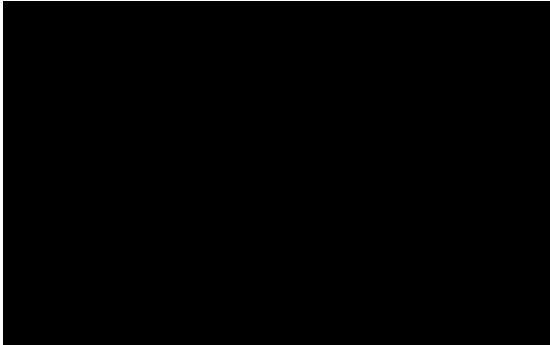
We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e. training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We don't disclose customer financial information; however, the following are our 2019 top Public Agency NIPA/OMNIA Customers:



OMNIA Partners and ESCR4 are in possession of the data we have submitted for sales reporting for all three of the current OMNIA Partners contracts that we hold, which together underscore to the very strong and impactful relationship that we have with both OMNIA Partners and the ESC Region 4 organization.

- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

CDW•G offers our customers several paths to processing orders through an automated process.

eCommerce Platform – Web based

- Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases.
- Whether you are a first-time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shopper's entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

- As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means OMNIA Partners won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform and contract information. CDW•G can support customers who wish to utilize the OMNIA Partners award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP but may be accommodated based upon the scope of the project.

- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other like requirements.

We commend OMNIA Partners in creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the public customer space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims to the terms and conditions of this Master Agreement, we will comply with all appropriate agreed upon contractual terms.

Additionally, please refer to the Terms and Conditions Exceptions form.

Marketing Plan

Internal Awareness

The first step in our awareness plan is to train our salesforce on the new agreement. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables will be implemented within 10 days of contract award date, including a companywide contract announcement email and a sales-specific announcement detailing contract benefits. Sales enablement training will cover contract scope, membership and new contract requirements so that the account managers can not only inform their customers, but also help them to navigate the new landscape. Our sellers will then be equipped with relevant collateral to inform members.

External Awareness

As a part of this proposal, we will create customer-facing collateral for immediate distribution upon award. Collateral will communicate the benefits of purchasing through the agreement from us as well as showcase products, services, and solutions offered to customers. Our sales force will proactively communicate with customers immediately given their given their considerable familiarity with OMNIA Partners contracts and our robust customer network.

Target Identification

Accurate customer identification is at the core of an effective recruitment campaign. It allows us to align resources and marketing initiatives around those customers whose needs align with the benefits of the of the new agreement. We are consistently lauded for our comprehensive and accurate reporting. We have built specialized software to automate many aspects of the

reporting process so that data informs the way we do business, especially in contract promotion. We will use our reporting capabilities to identify customers who can benefit from the new agreement (e.g., those consistently submitting transactional POs, those managing complex contracts for procurement fulfillment, etc.). Equipped with this information, we can ensure that we optimize our potential to grow the contract.

Expansion among Existing Customers

Strategic Alignment and Targeted Business Planning

We intend to leverage our data analytics and existing customer network to accelerate business through the new agreement. We will strategically align with customers to pinpoint those accounts with potential for growth. Specifically, we will examine accounts where we do not fulfill the majority of the company's IT business. We will also consider customers who have not adopted an online marketplace solution as part of their procurement strategy. Resources will highlight how an online marketplace can promote efficiency and reduce administrative burden. For large target customers, we will develop a business plan that addresses their needs while leveraging the new agreement. Tactical areas of consideration will include eProcurement and web preferences, supplier diversity requirements, current and future IT projects, piggyback agreements with custom terms, co-branded marketing campaigns, and topical webinars.

Recruitment Campaign

Seller Enablement

Not only is our sales force well-versed in growing contracts but they are experienced in accelerating utilization of OMNIA Partners contracts. This also positions our sales force to focus their effort to onboarding new users. Upon contract award notification, we will roll-out a sales-led initiative centered around recruitment, sales-directed strategy sessions, ongoing enablement trainings and customer collateral. Our inside and field sales leadership will look to our reporting to identify customer categories and develop corresponding strategies.

Customer Engagement

This entails a two-pronged approach in which we will launch a communications plan and leverage in-market events to interact with and educate potential customers. In 2020, we are scheduled to attend more than 100 regional and national events where our accounts teams can further propagate the new contract to members. (Some of these may be virtual or rescheduled due to COVID-19.) Content will focus on the administrative and strategic value of utilizing the contract.

Specifically, we will highlight the cost and time savings associated with the new agreement.

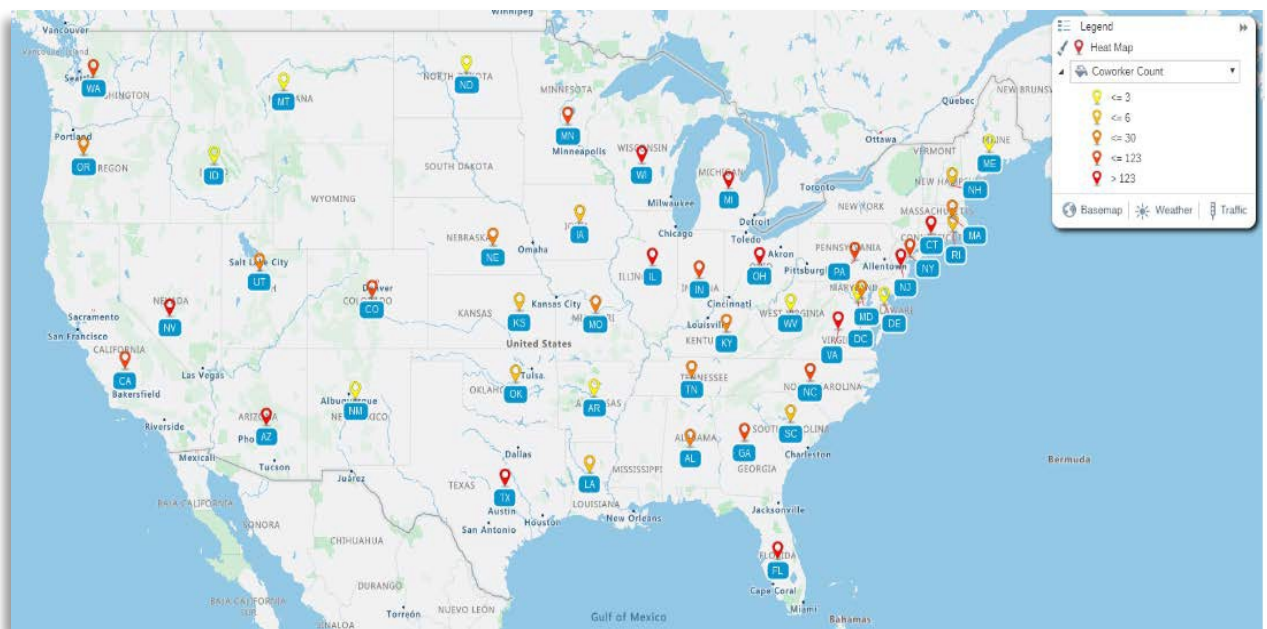
Social Media

Our marketing arm has many advanced tactics to reach OMNIA members. For one, we have a robust social media presence. We have an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including our news, products and deals, emerging technologies, product launches, featured partners, and more. We are able to leverage our top influencers to disseminate information and draw attention to the Online Marketplace contract.

National Presence

As part of the Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our inside account managers and our field sellers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our them to support their customers, we have divided the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies. We also have an extensive coworker presence throughout the United States as demonstrated below.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.



Logistics & Performance Metrics to Support Nationwide Contract

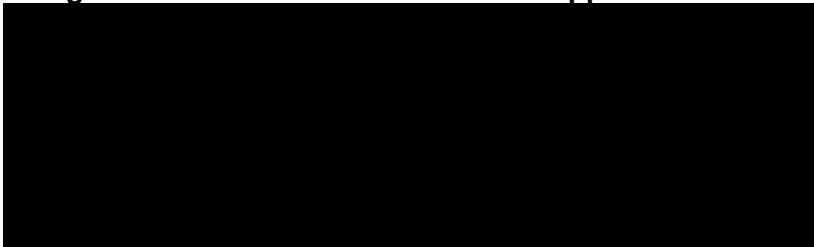


EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

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

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

Does offeror agree to abide by the above? YES DA Initials of Authorized Representative of offeror

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

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

Offeror's Name: CDW Government LLC

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

Phone Number: 847.371.5800 Fax Number: 847.465.6800

Printed Name and Title of Authorized Representative: David Hutchins, Vice President Strategic Programs

Email Address: david.hutchins@cdwg.com

Signature of Authorized Representative: David C Hutchins Date: 01/15/2021

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Due to COVID-19, documents requiring a notary seal may be obtained later upon request

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

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

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	Vice President, Strategic Programs
Signature:	<i>David C Hutchins</i>	Date:	01/15/2021

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, David Hutchins residing in Libertyville
(name of affiant) (name of municipality)
in the County of Lake and State of Illinois of full
age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Strategic Programs of the firm of CDW Government LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
Technology Solutions, Products
entitled and Services (21-04), and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the Region 4 Education
Service Center relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

David C Hutchins
Signature

_____, 2____

David Hutchins
(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

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

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

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

01/15/2021

Date

David C. Hutchins
Authorized Signature and Title

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**

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



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N Milwaukee Ave		
City:	Vernon Hills	State: IL	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David C Hutchins
Signature

David Hutchins
Printed Name

Vice President, Strategic Programs
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

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

OR

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

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability ~~Company~~ ~~Corporation~~☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

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

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	(Print name & title of affiant)
My Commission expires:	(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: David C Hutchins

Title: _____

Date: _____

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CDW GOVERNMENT LLC

Trade Name:

Address: 200 N MILWAUKEE AVE
VERNON HILLS, IL 60061-1577

Certificate Number: 1561883

Effective Date: May 10, 2010

Date of Issuance: August 24, 2020

For Office Use Only:
20200824125254927

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- **Certificate of Employee Information Report**
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: Vice President, Strategic Programs

Signature: David C Hutchins Date: 01/15/2021

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**

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



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-04

VENDOR/BIDDER: CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

David C Hutchins

Signature

01/15/2021

Date

David Hutchins, Vice President, Strategic Programs

Print Name and Title

Attachment A – Our Commitment to the Environment



Our Commitment to the Environment 2020

The History of CDW's beGreen Program



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

CDW has a cross functional team of coworkers who contribute to the program management, the beGreen Community. The team consists of coworkers in multiple CDW locations nationwide and in the UK collaborating through email and conference calls. The community members, in turn, work to ensure the consistency and integrity of the beGreen program, as well as share feedback on concerns and support with each location's needs. In the eleven years since its inception, beGreen has continued to thrive and grow.

beGreen focuses on several key areas: coworker education, community awareness, recycling, resource conservation and ISO 14001 standard. We aspire to become an industry leader in environmental responsibility, because it's the right thing to do. We're proud of our innovative programs, strong recycling and the energy saving efforts that CDW has implemented and we continually improve upon these efforts.



ISO 14001:2015 Certification



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

"CDW is committed to sustaining a strong environmental policy that helps protect the environment and provides our customers with an efficient and cost-effective way of doing business," said Jon Stevens, Senior Vice President, Operations and Chief Information Officer at CDW. "We are honored to receive this certification as a validation of these ongoing efforts, and we appreciate our coworkers' dedication to serving the needs of our environment and customers."

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

For more Information about CDW's ISO14001:2015 certification, please contact ISO14001@cdw.com.

Sustainability at CDW

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



Lighting & Energy Management:

- Our offices and Distribution Centers are outfitted with automated climate control systems that only run when the space is occupied to help ensure we don't waste power after hours.
- The Vernon Hills Distribution Center's conveyor system detects when a product has not been carried on the line for longer than 5 minutes and automatically shuts down until a coworker restarts the line.
- The Las Vegas Distribution Center's control system is designed to monitor outside and inside temperatures and throttles the system up and down accordingly. In the spring and fall seasons, the system is able to use outside air for cooling.
- In our Vernon Hills location, we added tank less water heaters to our Daycare/Fitness Center and to our café to reduce energy consumption by only heating water when needed.
- In 2015, the Las Vegas Distribution center has updated all of their 455 watt metal halide high bay light fixtures with 192 watt LED fixtures with motion control sensors built into the fixtures for improved control, to reduce power usage, and to minimize our impact on the environment.
- In 2016, the Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment.
- In 2016, the Vernon Hills Distribution Center put in new air compressors that are more energy efficient to avoid the wasted or high use energy.
- In 2018, the Vernon Hills Distribution Center installed a high efficiency chiller to save energy while creating a comfortable environment for the coworkers.
- In 2019, the Vernon Hills distribution center replaced another compressor with a higher efficiency compressor that uses almost 36k less kilowatts annually.
- In 2019, the Vernon Hills distribution center replaced 356 lamps with motion censored LED lighting saving 17 watts annually per lamp at a total annual savings of 6052 wats.

Waste Management:

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

Eco-friendly Alternatives:

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

Coworker Engagement:

- Multiple locations participate in our annual Earth Day celebration, intended to educate coworkers on sustainability by providing them with information and products. Additionally, CDW's participation in Earth Hour encourages everyone to adopt energy efficiency measures to consume less energy, water and other natural resources. These events are held to assist our coworkers in considering sustainable opportunities both at work and home.
- In 2016, CDW Illinois locations won the Illinois Governor's Sustainability Award which showcased the hard work put into our sustainability efforts.



Community

Through CDW's Printer Supplies Program advanced membership, the customer will receive complimentary enrollment into the Print Releaf program.

In June of 2018, CDW partnered with Print Releaf to give our customers an option that sustains our forests.

Print releaf is a patented software platform that empowers businesses to sustain and grow our global forestry system.

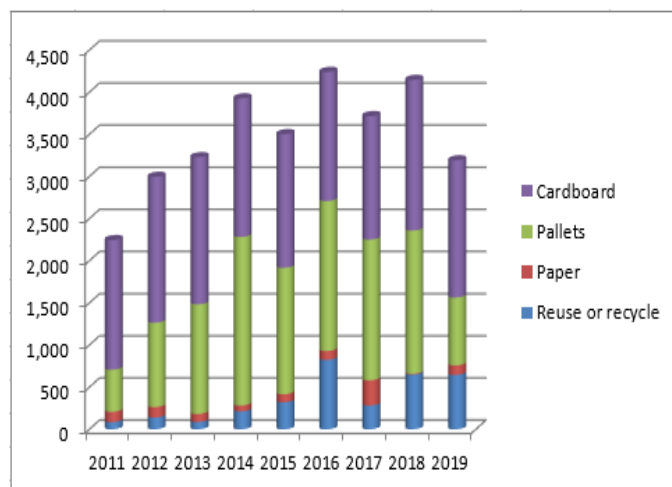
- Print releaf measures your companies paper consumption over time.
- Print releaf calculates the forest impact of your paper consumption.
- Your paper footprint is automatically reforested at planting sites of your choice.

In a lifetime statement dated 12/12/2019, since joining print releaf on 6/18/2018, CDW customers have collectively offset the equivalent of 108,434,177 total standard pages of paper consumption by reforesting 13,013 standard trees.



Recycling at CDW

CDW reduces and eliminates waste, when possible, through recycling. All waste is safely and responsibly handled and disposed. We also reuse when ever possible to avoid the waste stream and recycling efforts. Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, wooden pallets and paper. In 2019, we recycled approximately 1,628 tons of corrugate, 804 tons of wooden and plastic pallets, 645 tons of shrink wrap and other recyclables and 114 tons of paper¹. While fluctuations vary depending on the volume received each year, our recycling efforts have resulted in a consistent reduction in our waste hauls from three times a week to only twice a year. The import/export laws regarding recyclable material have made it challenging but not impossible to recycle. To the right is a graph displaying the total recycling results CDW has achieved at its Distribution Centers.

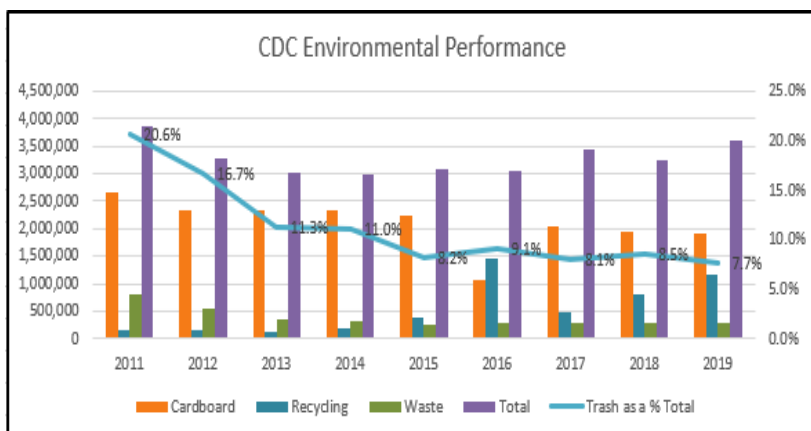


*Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

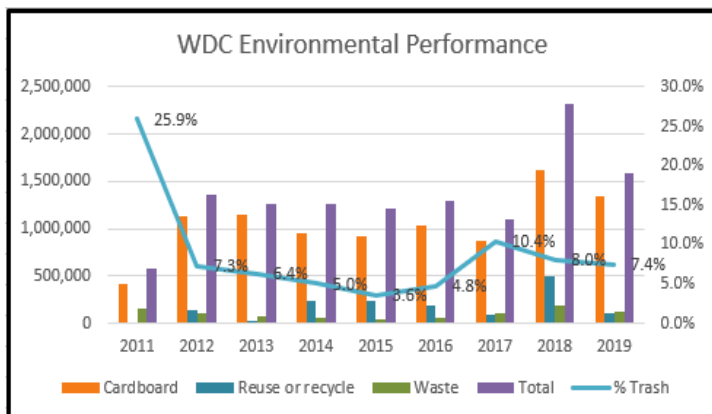
As a part of our ISO 14001 certification, CDW set a goal for 2019 to maintain 90% diversion rate or better of waste sent to landfills by ensuring recyclable items are properly disposed of through our network of recycling bins at our Vernon Hills Distribution Center and our Las Vegas Distribution Center. To the left is a look at our annual tons recycled as compared to our waste tonnage at our Vernon Hills and Las Vegas distribution centers.

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

Reducing Waste—Central Distribution center



Reducing Waste—Western Distribution center



¹Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

Packaging & Transportation

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

- Over 95% of our shipments use carriers that are enrolled in the EPA Smart Way Transport Partnership².
- In 2019, we implemented direct lanes which creates a more efficient shipment of boxes going to the same area. This ensures less stops for resorting and decreases the carbon footprint.
- Our pick-pack shipping containers are made of the maximum allowable amount of post-consumer recycled material and are 100% recyclable.
- We are also focused on increasing capacity utilization in our supply chain through effective transportation routing and carrier usage. CDW Logistics works to consolidate shipments with suppliers to limit the amount of movement and touches along the supply chain, which enables carrier partners to reduce their CO2 emissions.
- We use manufacturer packaging when possible, with more than 50% of our shipments being sent in the original manufacturer packaging, instead of being repackaged in new boxes.
- We have also redesigned our box estimation program to use the least amount of packaging necessary, while achieving industry best-in-class levels and ensuring customer satisfaction. Today, our systems take into account the dimensions and weight of product to maximize the amount of product put into each box.
- We have implemented envelope shipping for small items that do not have a high risk of damage. This will limit the amount of packaging required for recycling by the customer after receipt. The envelopes are made from 100% recycled material and are 100% recyclable.



²"The Smart Way Transport Partnership helps freight companies improve fuel efficiency, increase environmental performance, and increase supply chain sustainability." — EPA

CDW's Data Centers



CDW has an ongoing commitment to energy efficiency in our data centers. We test and implement new tools and programs to continuously improve our energy usage and to help control operational costs. Our data centers have performed key upgrades to allow us to enhance and measure these efficiency improvements:

- All light bulbs and ballasts have been replaced with high efficiency equivalents.
- Our Minneapolis office location installed a light timer that saves roughly 8 hours of “lighting time” daily. The estimated savings of having these 668 lights off for 8 hours per day translates to a savings of just under 20kWh of power saved daily.
- The HVAC systems in the Madison & Minneapolis office locations were redesigned to improve efficiency by allowing the air conditioners to consistently operate at their peak efficiency thereby reducing energy usage.
- Power Usage Effectiveness (PUE) monitoring has been deployed in both the Madison and Minneapolis locations. This real time efficiency monitoring meets EPA standards for measuring data center PUE and provides CDW with a view of our energy efficiency so adjustments can be made while also gauging the effectiveness of our efforts. To date these efforts have paid off in our data centers and have resulted in the following savings:
 - Air conditioning set points were increased by an average of 6 degrees, translating to a cooling utility savings of nearly 25%.
 - Annual energy cost avoidance savings to date is over \$300,000 and growing.

For more information on the beGreen program or CDW's sustainability efforts, please email beGreen@cdw.com.



Attachment B – Supplier Diversity Economic Impact 2019



DIVERSITY MATTERS



Supplier Diversity Economic Impact

2019



CDW generates business opportunities that position diverse suppliers for economic sustainability, yield competitive advantages for our company and deliver exceptional technology experiences for our customers.





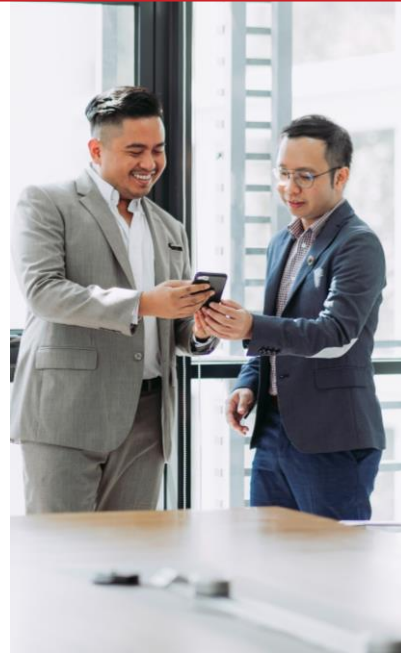
WE GET DIVERSITY

Contents



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Our
Business



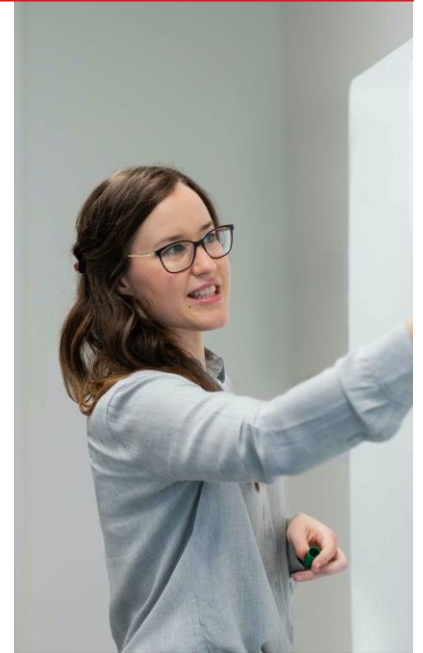
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Our Supplier
Diversity Program



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Our
Diverse Suppliers



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Accomplishments
and the Future



Our Business

2019 SUPPLIER DIVERSITY ECONOMIC IMPACT





Investing in supplier diversity is about building a resilient supply chain with award-winning customer experience.

At CDW, we believe that Supplier Diversity is about providing a deep pool of suppliers who are creative, innovative, and competitive. It is not about hitting spending goals and it isn't a handout.

Supplier Diversity enables us to provide our customers the best products on the market for the highest value.

We invest more than dollars in our suppliers. We invest our time customized training, and networking opportunities. And commit to a long-term vision of supply chain diversity so that you are always at the bleeding edge of exceptional technology.



Our Business

CDW is the leading multi-brand technology solutions provider to business, government, education, and healthcare customers in the United States, the United Kingdom, and Canada.

Founded in 1984, we offer our customers a broad array of offerings ranging from hardware and software to integrated IT solutions such as security, cloud, data center, and networking.



\$18 Billion
Annual Sales
(2019)



250,000
Customers



191
Fortune 500
Rank (IT)



\$2.1 Billion
Purchases from Small &
Diverse Business



1,100+
Certified Small,
Diverse Partners





The CDW Way

The shared values that guide our behavior.

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.



The CDW Business Model

Everything we do revolves around our customers.

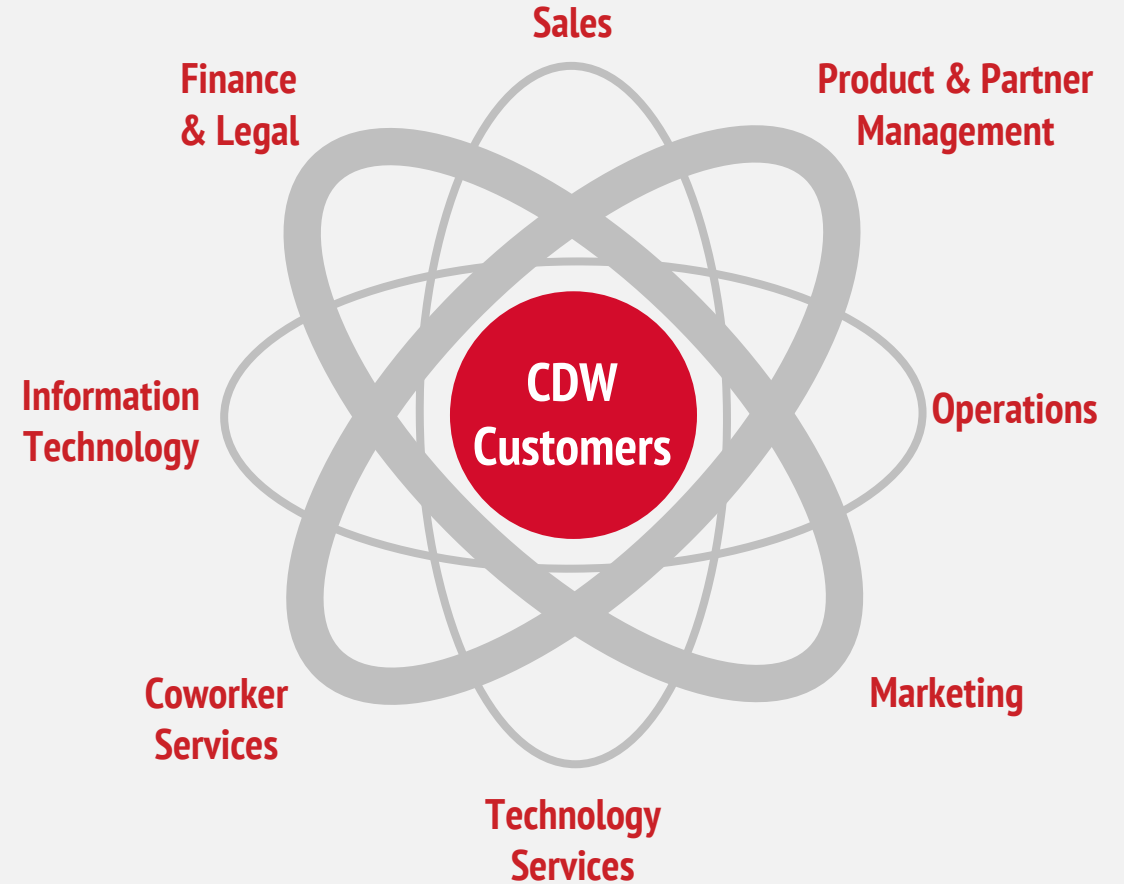
CDW sits between customers and supplier partners, creating unique value for both.

Our Customers receive access to:

- More than 100,000 products and services from more than 1,000 leading and emerging supplier partners
- CDW's deep technical resources, including sellers, highly-skilled technology specialists and advanced service delivery engineers.
- Value-added services to help customers with their IT lifecycle management.

And, our Supplier partners:

- Receive access to CDW's 250,000+ customers
- The ability to augment their product offerings with a wide range of value-added IT and distribution services.
- CDW serves as an extension of its supplier partners' sales and marketing resources.



Our Supplier Diversity Program



Our Supplier Diversity Program

CDW started its Supplier Diversity program in 2007 to help its customer meet their small and diverse business goals. Since then, CDW has continued to grow its program, and our purchases from diverse suppliers has grown from \$359M in 2007 to over \$2.1 billion – a 472% increase in just twelve years ago.

Since 2007, we have spent more than \$14 billion with small and diverse businesses.

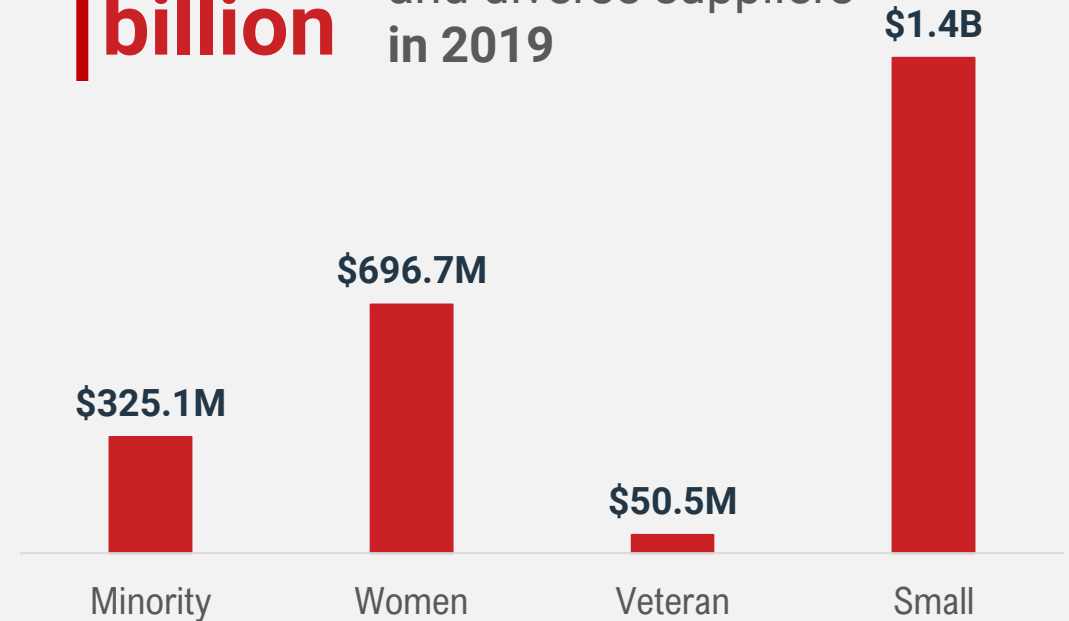


Our Purchases From Small And Diverse Suppliers

In 2019, CDW continued to proactively seek opportunities to engage and purchase from small and diverse businesses. We see the unwavering commitment to supplier diversity as a means of strengthening our procurement process. Equality is an important aspect of our procurement vision and is the most immediate way to make an economic difference by putting resources back into the community.

**\$2.1
billion**

Our spend with small and diverse suppliers in 2019



Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

Measuring Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Economic Impact

The impact of spending with a supplier is greater than direct purchases CDW makes from the company. This is because money spent with the supplier is spent again on payroll, goods and services, and other suppliers in its supply chain. The company's employees use their salaries to purchase goods and services from other businesses. Downstream suppliers similarly use the proceeds from their sales on their employees and other businesses. A chain reaction of indirect and induced spending continues. This economic ripple effect is analyzed in an economic impact assessment.

Economic Impact Metrics

Economic impact is measured through three metrics:

Production: Purchases from diverse businesses support economic activity at these suppliers and creates a ripple effect of purchases through the supply chain.

Jobs: Suppliers ramp up staff to support additional sales. This supports jobs at the diverse suppliers, within their supply chain and in their communities.

Wages: Employees that hold these jobs earn incomes that help support their families and create additional spending.



How Supplier Diversity Drives Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Supplier Diversity Purchases

CDW's purchases through its suppliers triggers a ripple effect through its supply chain.



Direct Impact

This is impact at CDW's immediate suppliers who employ people and other suppliers to support their sales to CDW.



Induced Impact

Employees at these jobs support additional jobs in their communities through purchases of goods and services.



Indirect Impact

CDW's suppliers purchase goods and services from other suppliers which creates jobs in their supply chains.



The Economic Impact of CDW's Supplier Diversity Program

CDW's supplier diversity program spreads economic development to communities through engagement of small diverse suppliers. The impact of this program expands beyond the immediate suppliers. CDW's diverse suppliers and the employees they hire engage other suppliers in their supply chain and in their communities. This engagement creates a multiplier effect that ripple through the economy.

**\$2.1
billion**

Purchases from small and diverse businesses

\$3.6 billion

Total economic production generated through CDW's Supplier Diversity program.

22,058

Total jobs supported

\$1.3 billion

Total wages by workers earned from the resulting economic activity

Our Impacts On Our Diverse Suppliers

Our diverse suppliers hire employees and purchase additional materials in order to produce the products and services they sell to us. The \$2.05 billion in purchases from these suppliers supported 11,076 jobs at these companies.

	CDW PURCHASES	JOBS SUPPORTED	WAGES EARNED
MINORITY OWNED BUSINESSES	\$325M	1,427	\$106M
WOMEN OWNED BUSINESSES	\$697M	3,257	\$249M
VETERAN OWNED BUSINESSES	\$51M	243	\$17M
SMALL BUSINESSES	\$1.4B	8,104	\$457M
TOTAL	\$2.1B	11,076	\$684M

Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

The Multiplier Effect Of Our Spending

Our purchases from diverse businesses set off a series of additional business-to-business activity as our suppliers must in turn purchase from other businesses to provide their products and services. This ripple effect of purchases in the supply chain is called the **indirect effect**.

The jobs supported in the supply chain through the direct and indirect effects creates household wages. These wages are spent in the local communities, and this spending supports additional jobs. This is called the **induced effect**.

	ECONOMIC PRODUCTION	JOBS SUPPORTED	WAGES EARNED
INDIRECT IMPACT	\$746M	4,463	\$330M
INDUCED IMPACT	\$810M	6,339	\$288M
TOTAL	\$1.6B	10,802	\$618M

Top 10 Categories by Jobs at Diverse Suppliers

JOBS AT DIVERSE SUPPLIERS



Our Diverse Suppliers



Developing Supplier Integrity and Resilience

CDW's Supplier Diversity initiative supports the business activities and growth of our small and diverse businesses through scholarships, mentorships, and training. When small and diverse business owners work with CDW, they become stronger, more effective businesses.

Our program:

- Supports and empowers minority entrepreneurs and business leaders.
- Provides leadership and job funnels for minority groups.
- Creates an economic ripple effect in families and communities.
- Provides opportunities to diverse businesses that provide greater representation, employment, and economic advancement for minority, women, veteran, and LGBTQ communities.



A Stronger Supply Chain

Investing in MANY diverse suppliers.

For CDW, it's not only the size of our diverse purchasing that counts, it is also our footprint. We aim to expand the number of suppliers we do business with. In 2019, we had over 400 diverse partner relationships. We prioritize discovering and training more suppliers every year - creating a healthy environment of competition and business growth.

This breadth of our diverse partners allows us to provide our customers with a deep pool of suppliers and exceptional solutions and customer service.

Helping strengthen our small and diverse suppliers.

We offer training, mentorship and scholarship programs so that our suppliers are stronger businesses - an investment that benefits them, us, and, our customers.

Building long term capacity in suppliers.

CDW•G's Small Business Partner Consortium (SBC) was created in 2003 to help small and disadvantaged businesses more effectively compete for federal and state information technology (IT) contracts. Partnering companies leverage CDW•G's operational efficiency, marketing reach, e-commerce and

service capabilities. The program enables government agencies to utilize minority, veteran, HUBZone, and women-owned businesses. As an added benefit, government agencies that hire SBC participants receive specialized IT services through CDW•G.

"World class supplier diversity programs are led by world class supplier leaders. CDW is the example of supplier diversity and what can happen when you go above and beyond checking a box. CDW helps entrepreneurs expand into different sectors and helps their customers by bringing these suppliers to share their skills."

Ralph Moore
RGMA Founder and President
Supplier Diversity Innovator





**Service-Disabled Veteran
Business Enterprise**

CDW Supplier Since: 2009

**V3Gate was named to the 2019
Inc. 5000 list of Fastest-
Growing Private Companies**

Long Term, Dependable Relationships

When CDW finds promising suppliers, we invite them to participate in trainings, mentorships, and the small business consortium. We also introduce them to suppliers and partners. This is how we build long term relationships that our customers and suppliers can rely on.

Synergistic Partnerships

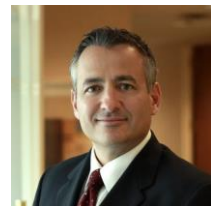
Oscar Valdez, Jr., a combat veteran, co-founded V3Gate with his partner Tad Rzonca. V3Gate's relationship with CDW began not as a supplier, but as a customer when V3Gate began sourcing from CDW for its contracts.

In 2008, CDW encouraged V3Gate to participate in CDW-G's Small Business Partner Consortium.

A year into the program, CDW asked V3Gate to be one of their suppliers. CDW invited Tad to multiple lunch-and-learn events to present to CDW representatives. CDW's Supplier Diversity team mentored him for these sessions and coached him to demonstrate how V3Gate

added value to CDW and its customers. These engagements propelled new business between CDW and V3Gate. V3Gate has grown 581% in three years. They engage with CDW both as a supplier and as a customer. In 2019, V3Gate business with CDW grew to over \$100 million.

In an example of the multiplier effect of supplier diversity spending, V3Gate is passing it forward. In addition to building a diverse workplace and contributing to charities, V3Gate signed a mentor-protégé program to help a small business develop its capacity.



"If you want to work with CDW, they'll give you every opportunity to succeed, but you have to bring real value to them and to their customers. They are as competitive as they come."

- Tad Rzonca, President, V3Gate





**Minority Business
Enterprise**

CDW Supplier Since: 2007

Top Tier Customer Experience

CDW values our suppliers as equal partners. We rely on them to bring a superior level of expertise, knowledge, and skillsets to the table for our customers - every time. Together, we offer a rich and collaborative customer experience from the inception of a solution, and all through the presentation, delivery, and implementation.

Aligned Vision

Betis Group is a systems integrator with 25 years of experience serving government and commercial clients through global IT solutions.

Betis Group and CDW began working together on Supplier Diversity Initiatives in mid-2004. Over the years, the two companies have worked side-by-side to develop Tier 1 and Tier 2 offerings for their customers and create a highly profitable and successful working partnership.

Betis Group and CDW often jointly present to customers across the US and demonstrate the value they deliver through their collaboration.

"As an MBE, CDW's Supplier Diversity Program allows Betis Group to leverage their experienced sales force and past performance, in addition to its enterprise-level configuration and staged shipment capacity," said Hernan Cortes, Betis Group President, and CEO.

Working with CDW, Betis Group has been able to leverage CDW's solutions breadth and operational capacity to increase Betis's sales and exposure to market opportunities. This partnership enables Betis to develop strategic relationships with suppliers and OEMs.



"CDW gives us the opportunity to amplify our expertise and strong customer focus with best-in-class technology, as well as the best e-commerce and operational infrastructure in the market."

- Hernan Cortes, President and CEO, Betis Group





Minority Business Enterprise

CDW Supplier Since: 2007

The CRS Group won the ClearlyRated Best in Staffing Award four times for Service Excellence.

Creative Solutions for your Needs

CDW works with award-winning companies at the top of their fields. Our suppliers are innovators and adaptors. When our customers come to us with a problem, we can rely on our suppliers to partner with us to find a solution. **And if a solution doesn't exist, we create one together.**

Best in Class

The CRS Group has worked with CDW for over thirteen years to help customers source the right people with the right jobs. The relationship started at the Chicago Business Opportunity Fair. CDW needed support filling new internal staff projects. Over time, CDW expanded The CRS Group's footprint. CDW invited CRS Group representatives to invite-only events and introduced them to other suppliers and corporations.

CRS Group's Michael Gaines is deeply involved in the small and diverse business community and has lent his knowledge and expertise to introduce other suppliers to CDW and create a more effective Small Diverse Business program. In turn, CDW has turned to CRS Group to offer solutions CRS otherwise didn't service. Through building trust and innovating on solutions, CDW has collaborated with CRS Group to expand its services.



"CDW has helped us expand in several areas of contingent labor needs thereby allowing us to grow our business. We're partners who create win-win solutions to the challenges that we all face. Each company supports the other's initiatives, needs, and information and that enables us to support the goals of our respective companies and our customers."

- Michael Gaines, President, The CRS Group



Stronger Business Leaders



A business is only as strong as it's leadership. We help grow leaders at diverse businesses to even the playing field so that our suppliers are more competitive on their own, and more successful as our partners.

CEO Success Community, a division of VEO Group has coached over 500 women and diversity business owners on how to position their company, fast-track revenues, build corporate relationships, and win clients.

Women Business Enterprise

CDW Supplier Since: 2019



"It only takes a second to see how deeply committed CDW is to supplier diversity and finding opportunities for Diversity CEOs. Bottomline, it is not what you say that people remember but what you do." - Marianne Ellis, Co-Founder/CEO, CEO Success Community

CDW sponsored two CEOs of women-owned businesses to participate in CEO Success Community's Conference Maximizer leadership program. The program teaches CEOs to maximize their opportunities at trade events, win contracts and increase revenue. After COVID-19, the program pivoted to Virtual Conference Training.

"I learned how to systemize my approach which has been a weak spot of mine. I was ready to walk into the WBENC Summit & Salute conference not just as ONE company, but with a team of WBE CEOs who could share opportunities and connections."

**Melanie Rae, Founder + Author
Guided Business Plan**



"This program opened doors with corporations and fellow WBEs. Marianne's guidance with strategy has elevated our cohort's conversations in identifying plans to achieve our goals of increasing revenues and forming relationships."

**Subha Rajana, CEO
Biarca**



**Minority and Women
Business Enterprise**

CDW Supplier Since: 2019

Protecting Your Investments

To ensure our customers always achieve their goals for supporting small, diverse businesses, we work closely with our suppliers. Becoming certified can be a long and arduous process. When we noticed that maintaining certification was an obstacle for some of our suppliers and threatened the resiliency of our supply chain, we looked for solutions

R Mo Diversity Solutions helps CDW suppliers secure certification and recertification to protect the integrity of our supply chain.

CDW initially engaged R Mo Diversity Solutions, a Minority, Women-Owned, Disadvantaged and SBA 8(a) certified business, to help re-certify one of CDW's largest suppliers, whose business was integral to CDW's customer goals. CDW is now working with R Mo Diversity Solutions to develop a digital library of over 1,000 diverse suppliers. Through its relationship with CDW, R Mo Diversity Solutions is seeing their business model expand.



"Kristin Malek treats small businesses with respect, gives them value, and helps them to grow. She is very encouraging and responsive. Since starting my relationship with CDW and Kristin Malek, I have begun developing a new product for my corporate partners that ensures more suppliers are certified and geared for their business growth."

- Ranjani Mohana, Founder, R Mo Diversity Solutions

Creating Opportunities for Suppliers

CDW takes every opportunity to create openings for our suppliers to grow their businesses. We challenge our suppliers to think outside the box and beyond the sector that they initially targeted. This provides new avenues for growth, creates jobs, and increases profits. It also helps CDW build a more resilient supply chain.

Empowering Diverse Suppliers to Serve All CDW Clients

Many CDW suppliers often target only specific sectors. This narrow focus limits their potential to the customers who can benefit from their solution.

CDW works in the public, private, nonprofit, education, and healthcare sectors. To secure the best solutions for all our customers, we empower our Tier 1 diverse suppliers to make cross-

sector transitions. We have helped suppliers transition from servicing only the government sector to also selling to the private sector. CDW opens doors for these businesses by providing education, training, and introductions to expand their customer base.

Our customers benefit immediately from these improved procurement options.



Accomplishments and the Future



Supplier Diversity Team Awards and Recognition



US Veterans Magazine Best of the Best Supplier Diversity Program

CDW as a 2019 Best of the Best in Supplier Diversity out of over 350 organization. The goal of the U.S. Veterans Magazine annual evaluation is to encourage active outreach and diversity policies among corporations and government agencies. The lists were compiled from market research, independent research, diversity conference participation and survey responses.



Billion Dollar Roundtable Excellence in Supplier Diversity

CDW achieved membership in the Billion Dollar Roundtable for procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis. This reflects CDW's strong commitment to ensure a diverse and inclusive supply chain.

Celebrating Membership in The Billion Dollar Roundtable

CDW celebrated the procurement of more than \$1 billion in 2019 from minority- and women-owned businesses on a first-tier basis. This milestone unlocked our membership in the Billion Dollar Roundtable. CDW joined an exclusive group of only 28 other companies such as Walmart, CVS Health, Apple, Dell, IBM, and Microsoft.

An Annual \$1 Billion Commitment

The Billion Dollar Roundtable was created in 2001 to drive supplier diversity excellence through best practice sharing and thought leadership. The BDR recognizes and celebrates corporations that achieved spending of at least \$1 billion with minority and woman-owned suppliers.

Thought Leadership

The BDR promotes and shares best practices in supply chain diversity excellence through the production of white papers. In discussions, the members review common issues, opportunities and strategies.

The BDR encourages corporate entities to continue growing their supplier diversity programs by increasing commitment spending levels each year.



“A diverse supplier base enables CDW to contribute to the economic well-being of all segments of the U.S. population. We recognize that partnering with suppliers who provide a diverse set of ideas – in addition to delivering support, goods and services – creates a significant competitive advantage for CDW and our customers. We are honored to have reached this important milestone and look forward to continuing our work leading, influencing and shaping supplier diversity excellence.”

Dave Hutchins
Vice President, Strategic Programs, CDW



The Future Is Even Brighter



Sourcing More Suppliers, Investing More Resources, Creating More Jobs

Although CDW has been spending over \$1 billion with small and diverse businesses since 2014, we continue to add new small and diverse partners. The biggest benefit of the strength of our program has been the opportunity to share our growth with diverse businesses. It creates a win-win-win situation for our customers, our diverse partners, and for us. Our customers win because we're able to deliver diverse solutions, diverse suppliers win when they secure opportunities to grow, and we win because we are playing a role facilitating this interaction.

Streamlining Business

Business runs smoother when processes are streamlined. That's why CDW is working to make finding solutions and choosing suppliers as easy as possible.

CDW is building a digital library of over 1,000 CDW diverse suppliers.

Through our supplier diversity program, we envision a future that provides economic empowerment and where CDW has a better a powerful impact in the communities we serve.

"I look for ways throughout the organization to create awareness and include diverse suppliers. My vision is for supplier diversity not to have to be a thing— just the way we do business. While we have more work to do, I'm incredibly proud of the \$2-plus billion we spend with diverse suppliers every year." Stephanie Santander, Director, Program and Contracts, CDW

Partner with CDW, Meet Your Goals, Make a Difference

Partnering with us means achieving your company goals and increasing your access to more diverse and innovative suppliers. It means genuinely changing the lives of the people in your community and the communities you do business.

It is more than reports and data, its people and their kids, education and local investment, a higher quality of life for the people you work with and their paying it forward. It's the ability to invest in a brighter future for everyone.

"We are creating solutions that foster more equality in the supply chain. For CDW, it is about having a meaningful impact. We know when we invest in small and diverse businesses, we have the opportunity to drive job creation and to create a lasting economic empowerment in the community."

Kristin Malek
Senior Manager Supplier Diversity, CDW



Appendix: Economic Impact Modeling

Economic impact modeling is a standard tool used to quantify the economic contribution of an investment or company. This modeling uses an “Input-Output” economic model to estimate the number of times each dollar of “input,” or direct spending, cycles through the economy in terms of “indirect and induced output,” or additional spending, personal income, and employment.¹

There are several Input-Output models used by economists to estimate multiplier effects. supplier.io employed the IMPLAN input-output model in developing estimates of spending, income and employment impacts. This model, initially developed by the U.S. Department of Agriculture, examines inter-industry relationships in local, regional, and national economies.

An Input-Output model uses a matrix representation of a nation’s interconnected economy to calculate the effect of changes in spending by consumers, by an industry, or by others, on other industries and the entire economy. This matrix representation and the related Input-Output tables ultimately measure “multiplier effects” of an industry by tracing the effects of its inter-industry transactions – that is the number value of goods and services that are needed (inputs) to produce each dollar of output for the individual sector being studied. In essence, an Input-Output model is a table which shows who buys what from whom in the economy.²

This report is based on an analysis of data provided by CDW using IMPLAN’s Input-output multipliers, and the supplier diversity information in supplier.io’s database of nearly 1.6 million active certifications.

supplier.io ABOUT SUPPLIER.IO

SUPPLIER.IO is redefining supplier diversity solutions. By providing comprehensive, accurate data in near real time, we help our customers get information they need to grow their supplier diversity program. To learn more, visit <https://supplier.io>.

References:

1. US Government Revenues:
http://www.usgovernmentrevenue.com/total_2014USr_t_17rs1n
2. United States GDP:
<http://www.tradingeconomics.com/united-states/gdp>



Attachment C – Manufacturer Line Card

WE GET HAVING CHOICES.

A

Absolute Software
AccessData
ACD Systems
Acer
Acronis
Actifio
Actiontec
Adaptec
Addonics
Adesso
Adobe
ADTRAN
Advanced Media
Services
AeroScout
Airtame
Alcatel
Internetworking
Alera Technologies
Allied Telesis
Alsoft
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American
Microsystems
Amphenol
Antec
Anywhere Cart
APC
Apex
APG Cash Drawer
Apple
Applied CRM
Solutions, Inc.

AppSense
AppSpace
Apricorn
Aptris
Arbor Networks, Inc.
Arcana Networks
Arcserve
Arctic Wolf
Ardham Technologies
Areca
Arecont
Arlington Imaging
Supplies
Armoractive
Array Networks
Arrosoft Solutions
Arxscan
Ascom
ASI System
Integration
Asurion
ASUS
AT&T
ATC Tech Solutions
Atech Technologies
ATEN Technologies
Atlantic Digital
Atlas Sound
Atlona
ATP Electronics
ATTO Technology
Audiocodes
Audio Enhancement
Audio Visual
Innovations
Aurora Systems
Consulting
Autodesk
Automated Systems
Consulting

Avaya
AvePoint
AVer Information
Avery Dennison
AVG Tehnologies USA
Avid
Avizia
Avnet Services
Avocor
Avteq
Axiohm
Axiom

B

B&B Electronics
B2GNow
Babel Street
Baer Consulting
BAFO Technologies
Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global
Services Network
Battery Biz
Battery Technology
Bay Tech
BCDVideo
Beam Mobile
Belden
Belkin
Benq Peripherals
Berk-Tek
Best Data Product
Betis Group
BeyondTrust
BIC Corp
BigHand
Big Tin Can

Binary Tree
Bitdefender
Bitglass
BitTitan
Bixolon
Biz Technology
Solutions
Black Box
Blackhawk Data
Blink ITS
BlueBeam
BlueBeam Software
BlueBird
Blue Cat Networks
Blue Chip
Blue Chip Cloud
Bluefin
BMC Software
Bogen
Bomgar
Bosch
Bose
Bouncepad
Box.com
Boxx
Brady Industries
Brainstorm
Breezie
Brenthaven
Bretford
BridgeWave
BrightSign
BRIMY
Broadcom
Brocade
Brooks Power
Systems
Brooktrout
Brother

Brothers Integrated
Tech
Bucher + Suter
Buffalo Technology
BuMat
Business Source
BUSlink
Bytecc

C

CA Technologies
Calabrio
Calero Software
Califone
Camali Corp
Canon
Canvas
Capella Technologies
Capsa Rubbermaid
Carahsoft Services
Carbon Black
CarbonHelix
Carbonite
Cardett Associates
Carousel Industries
Cascade Computer
Maintenance
Case Logic
Casio
CATDV
CDO Technologies
CDW
CDW Services
Celestix
Cellular Services
Centerline
Communications
CentraComm
Communications

WE GET WANTING THE BEST SOLUTIONS.

Centricist
Centrify
Century Software
Certero
Cetecea
Chatsworth Products
Check Point
Software
Chef
Chelsio
Chenbro
Cherry
Chief
Chip PC Industries
Christie Projectors
Ciena
Cinemassive
CipherLab
Cisco
Citizen America
Citrix
ClassLink
ClearCube
Technology
ClearOne
Clearswift
ClearVision AV
Clinton Learning
Solutions
Cloudbees
Cloudian
CloudGenix
CloudPhysics
Clover Imaging Group
CMS Peripherals
C-nario
Coby Electronics
Code Scanners
Code42
CODI Notebook
Cases

Cofense
Cognitive Receipt
Printes
Cohesity
Columbitech
Column Technologies
Commercial Tele-
communications
Comm-Link DHP
Commvault
Communication
Consulting
Communications
Installation
Comnet
Communications
ComStar
ComponentOne
CompuLink
CompuWare
ComStar
Comtrade
ComTrend
Comtrol
Concanon
Conduvis
Technologies
Conen
ConnectPro
ConsultX
Contemporary
Computer Services
Content Keeper
Content Watch
Contex
Conti Electric
Contour Design
Coplogic
Core BTS
Corel
Corning

Corporate IT
Solutions
Corsair
Cortelco
Cost Management
Group
CPI
CP Technologies
Cradlepoint
Crane Payment
Innovations
Creative Labs
Crestron
CRG
Criticom
Crow Communication
CrowdStrike
Crown Supply
CRU
CRU-DataPoint
Crunchy Logistics
Crystal Group
Crystal Point
CTA Digital
CTL
CUE
Cumulus Networks
Custom Computer
Specialists
Customer Owned
Products
Cyber Acoustics
CyberArk
Cyberdata
CyberDefense
Technologies
Cybernetics
Cybernet
Manufacturing
CyberPowerPC
Cylance

D

DAMAC
Datacal Enterprises
Datacard
DataCom Wireless
DataCore
Data Dynamics
DataLocker
Datalogic
DataMation
DataOn
Datasouth
DataVac
Datawatch
DataVizion
Datrium
DC Value Added
Service Tech
DCC, Inc.
DDD
Dell
Delphix
Denso
Design Science
DETTO Technologies
DeviceLock
Dewalt
DewPoint
Dialogic
Diamanti
Diamond Multimedia
Diehl Graphsoft
DigiCert
Digi International
Digital Guardian
Digital Networks
Digital Products
Digital Storage
Works
Digium

Directions Training
Distribution
Management, Inc.
Diviad Network
Solutions
Dixon Ticonderoga
DJI
D-Link
Docker
DocsCorp
Dolby
Double Take/Vision
Solutions
Doublesight Displays
Draper
Drobo
Dropbox
Druva
DTEN
DT Research
Duracell
DustShield Computer
Enclosures
DyKnow
DYMO
Dyntek

E

E2Campus
Eaton
Ebry IT
Edge-Core
EDGE Tech Corp
Edgewave
EDP
Educational
Collaborators
Edu Tek Limited
Egain
Egnyte
EIZO Nanao

WE GET OPTIONS OPEN UP OPPORTUNITIES.

Ekahau
Elastic
Electro-Voice
Elite Screens
Elmers Products
ELMO Projectors
Elo Touch Solutions
Embarcadero
Technologies
emFAST
Emobilepos
Emulex
Endrun Technologies
Energizer
Enfocus
EnGenius
Enovate Medical
ENS
Enterprise Solutions
Enterprise Wide
Solutions
ENTIT
Entrust
Envoy Data
ePadLink
EPOS Sennheiser
Epson
Equinox
eReplacements
Ergotron
Erico
Ericom
ERwin
Eset
Esker
Esolytics, LLC
ESPO Technologies
Esterline
eVault
Evermap
EVGA
Exablaze
ExaGrid
ExchangeTek

Exinda
Explain Everything
Express Metrix
Extensis
Exterity
Extreme Networks
ExtraHop

F

F5 Networks
Facebook
FalconStor
Fargo
Fargo Electronics
Faronics
FatPipe Networks
Fax Back
Fellowes
FileBound
FileMaker
Final Draft
Finisar
FireEye
FireKing
Firemon
Fishbowl
FitBit
Fix Consulting
FlashForge
Flexera Software
Flippad
Flir
Fluke Industrial
Fluke Networks
FlyPro
Forcepoint
ForeScout
Fortinet
Fortres Grand
Fortress Technology
FOXIT
Fresh Technology
Fried Technologies

FrontRange
Front Row
Fujifilm
Fujitsu

G

GAI-Tronics
Gamber-Johnson
GammaTech
Garmin
GCX Mounting
Solutions
Gefen
Gemalto
General Dynamics
Itronix
Genetec
Genovation
Getac
GFI Software
GIGABYTE
GIGAMON
Global Knowledge
Globalscape
GlobaNet Consulting
Services
Goal Zero
GoGuardian
Good Technology
Google
GoPro
GoProfessional Case
GrandStream
GrandTec USA
Granicus
Great Lakes Case
Greenlee
Griffin Technology
GripCase
Grip Gear
GroundControl Cloud
Gumdrop Cases
G-Vision
Gyration

H

H&L Electric
Halvision
Halo
Hamilton-Buhl
Hammermill
Handeholder
Products
Hanwah
Hapara
Haskell
Hauppauge
Havis
Hawking Technology
Hayes
Microcomputer
Products
Hayes Software
Systems
Heckler Design
Helios Software
Henge Docks
Hewlett Packard
Enterprise
HGST
HID Global
Corporation
Higher Ground
HighFive
Technologies, Inc.
HighPoint
Technologies
HikVision
Hiperwall
HiSense
Hitachi Projectors
Hitachi Vantara
HIT Solutions
Homaco
Homido
HON

Honeywell Scanning
& Mobility
HP Enterprise
HP Inc.
Horizon
Hovercam
HTC
Hubbell
Huddly
Human Concepts
Humanscale
HyperSign

I

IBM
iBoss
iBUYPOWER
ICC Products
iDaptive
i-Data
Ideal Industrial Tool
Idealstor
Idera Software
IDM Computer
Solutions
ID Technology
Igel Technology
iKey
ImageWare Systems
iManage
Imation
IMC Networks
IMMIC Professional
Services
Impact Business
Group
Impero Software
Imperva
Impinj
Imprivata
InBit
Industrial Rack

Industry Weapon	ipConfigure	Keste	LG Electronics	Master Manufacturing
Infinite Peripherals	Ipswitch	Key Ovation	LG Ericsson	Matrox Video
Infoblox	IP Vision	Keyscan	Lifeboat Distribution	MatterHackers
InfoCase Notebook Cases	iQ Netsolutions	Key Tronic	Lifesize	Maureen Data Systems
InFocus	IRIS Software	Kidasa Software	Lightspeed Systems	Maxell
InfoLock Technologies	ISICAD	Kidzgear	Lind Electronics	Max Interactive
Informa Software	ISI ResearchSoft	Kinesis	Linked Senior	Mayline Group
Informatica	ISI Telemanagement	Kingston Technology	Linksys	McAfee
Infortrend	IT Missions	Kinney Group	Liquid PC Services	MEAD
Infotel	ITS Partners	KnowBe4	LiquidWare Labs	Media Four
Infragistics	Ivanti	Kodak	Lite-On	Meet Me in the Cloud
Ingenico Group	IVCI, LLC	Kofax	Little Bits	Mellanox
Ingram Micro Services	Ixia	Konexx	LiveAction	Memorex
InMotion	J	Konica Minolta	LiveScribe	Meridian
Innovation First	Jabra	Kony	LivWell	Metalogix
Innovative Office	JACO	Kore Technologies	LocknCharge	Metro Datavac
Innovera	JAMF Software	Koss Corporation	LoftWare	Metrowerks Software
Inova	Jar Systems	Kramer Electronics	Logical Maintenance Solutions	Microboards
Inseego	Jaton	Krone	Logic Controls	MicroEdge
Inserv360	JBL	Kroy	Logicube	Micro Focus
Insight Global	JELCO	KSI	LogicMonitor	Micro Innovations
Insperty	JELCO	Kyocera	Logitech	MicroMat
Inspiration Software	Jensen Tool	L	LogicWing	MicroNet Associates
Inspur	JetBrains	L.I. Computer Networks	Lookout	Micron
Installs	Joan	LaCie	LSI Logic	Microsoft
In Process Consulting	Johnson Controls, Inc.	Lakeside Software	Lucid Software	Middle Atlantic
Intechra	Jolly Green Giant	Landing Zone	Lumension	Milestone
Intego	Jo-Ro Manufacturing Company	Lanier Electronics Group	Lumins Integration	Miltope
Integration Technologies Group	Juniper Networks	Lantronix	M	Mimecast
Integrity Networks	Just Communications	Laplink	M&B Machine	Mimo
Intel	Just Lamps	Lava Computers Manufacturing	M3T Network	Mindjet
Intelligent Computer Solutions	JVC	Layer27	MacProfessionals	Minitab Software
Interactive Solutions	K	LEAD Technologies	Macally	Minuteman Power Technologies
Interstate Technology Systems	Kajeet, Inc.	LeapFrog	Makerbot	Mission Critical Wireless
Intuit	Kanguru Solutions	Learning Consultants	Maclocks	Mitel
Intuitive Technology Partners	Kano PC	Ledgeview Partners	MagTek	MJP Technologies
Inviso Corporation	Kantek, Inc.	Lee Products	MakerBot	MMF IndustriesMobile Edge
I-O Corporation	Kaspersky Lab	LeGrand	Malwarebytes	Mobi
I/OMagic	KBS Computer Services	Lenovo	Man & Machine	Mobi Wireless Services
IOGEAR	Keeper Security	Let's Think Wireless	Managed Networks	Mobile Heartbeat
ioSafe	Kemp Technologies	Leviton	Markzware	Mobile Installation Technology
	Kendall Howard	LexiCon	Marshall Electronics	MobileIron
	Kenneth Cole	LexisNexis	Martin Yale	Mobotix
	Kensington	Lexmark	Marvel File Cabinets	
			Mason Technologies	

Mojo Networks
Molex
Monarch
Mongodb
Monster Cable
Morgen Industries, Inc.
Morpheus Data
Motion Computing
M-S Cash Drawers
MSI Computers
MultiMetal Products
Multi-Tek, LLC
MultiTech Systems
Muratec
Mushkin
Musical Health
Technologies
Mutare
Muxlab
Myricom

N

N4mative
Nasuni
National Gift Card
National Service
Center
Navori
NComputing
NCR
NDS Surgical Imaging
NEC
Nero
Net3 Systems
NetAlly
NetApp
NetBrain
NetCom Learning Inc
NETGEAR
Netig
Net It On
NetMotion
Netop
NETQ Multimedia
Company
NetScout
NetSkope
NetSupport

Netsurion
Network Automation
Network Consulting
Services
Network Design, Inc.
Network Instruments
Network Technologies
NetX
Neverware
NewBeg
Newell Rubbermaid
New Horizons Learning
Newline Interactive
New Partner Exception
Purchase
NewTek
NexGen Storage
NexiCore Services
Nexsan
Nextivity
Nexus On Demand

Nicewear
Nimble Storage
Nintendo
Nomadix
No Overhead
Computing
NovaStor
Novell
NTP Software
Nuance
Numonics
Corporation
Nutanix
Nvidia
NZXT

O

Objective Interface
Systems
OGIO International
OKI
OKTA
Olympus America
Omnitron Systems
Omtool
One Identity
OneLogin

On Hold
O'Neil
ONSSI
OnTrack Software
OpenGear
Open Systems
Technologies
OpenText
Opticon
Optoma
Oracle
Ortronics
Osprey Video
Other World Comp
OtterBox
Outsourcing Unlimited
Overland Tandberg
Owl Labs
Oxford

P

Paessler
Paladin Software
Palo Alto Networks
Panamax
Panasonic
Panda Software
Panduit
Panini
Panorama Antennas
Papercut
Papermate Writing
Utensils
Paradyne
Paragone Furniture
Paragon Software
Parallels
Park Place
Technologies
PartnerTech
PatientSafe
Patton Electronics
Pax Technology
PC America
PCW Client Products
PDI
Pearson
Peek

Peerless-AV
Pelican Products
PendaFlex
Pentel
Perficient
Perle Systems
Pervasive Software
Pexip
PGP
Pharos
Philips
Pi Engineering
Pierson Consulting Co
Pilot
Ping HD
Pioneer
Pioneer New Media
Technologies
Piper
Pivot3
PKWare
Planar
Plasmon Storage
Technologies
Plenom
Plug-In Storage
Systems
Plum Laboratories
Plustek
PM2 Net
PMSQUARE
PNY Technologies
Poly
PolyVision
Posiflex
Pos-X
Powergistics
PowerdSine
Power-Sonic
PowerTech Antennas
Pragmatic Works
Consulting
Precise Biometrics
Premier Mounts
Presidio Networked
Solutions
Primera
Printek

PrinterLogic
Printronix
PrismPointe
Technologies
ProClip
Pro Computing
Services
ProCurri
Productive AV
Progressive
Electronics
Proline
ProLogic ITS
ProMark Technology
Promethean
PROMISE Technology
Proofpoint
ProTek IT
Proton Data
Provance
Proxim Wireless
Proxy Networks
PSC
Psiber Data Systems
PSM Partners
PTS Data Center
Solutions
PTZOptics
Pulse Secure
Puppet
Pure Storage
Purple

Q

Qlik
QLogic
QNAP
Qomo
Quality and Assurance
Tec
Qualys
Quantum
Quark Software
Quartet
Quest Software
Quetel
Quintim
Quite Imposing License

R

Rad Direct	Sagem-Interstar	SKB Industrial	Stage Front Lighting & Theatrics	TechSmith
Radiant Network	SailPoint	Skykit	Star Micronics	Technology Integration Group
Radware	Salamander Designs	Skyline Advanced Tech Services	StarTech.com	Technology Services Corp
Rain Design	Salesforce.com	Sling Media	StarWind	Technology Solutions Group
Ram Mounts	Samsara	Sliver Peak Cloud Services	Steel Cloud	TEC Printers
Raritan	Samsonite	SmartDraw	SteelEye Technology	TEK Systems
Raxco Software	Sancastle	SmartSource	SteelRay Software	Teklynx
RazBeri	Technologies	SMART Technologies	Stefanini	Tektivity
Razer	Sanyo	SMK-Link Electronics	StorageCraft	Telestream
RCA	SAP America	SMS Systems	Storix	Telex
Read Right	Sapphire Technology	Maintenance SVCS	Strategic SAAS	Tempus Nova
Readydock	SAS Software	Snow Software	StratoDesk	Tenable
Real VNC	SATO	Socket Mobile	Studio Network Solutions	Tequipment
Recertified by Planitroi	Savin	Sofbang	Sunbelt Software	Terrawave
RedBeam	Scala	SoftDesk	Sunbrite	TESSCO
Red Gate	Scale Computing	Software Shelf	Supermicro	Texas Instruments
Red Hat	ScienceLogic	SolarFlare	SUSE	TextHelp
RedSky	SCM Microsystem	Solar Winds	Swivl	TG3 Electronics
Reliable-IT	Scooter Software	SonicWALL	Symantec	Thales
Rennerbrown Staffing	SDI Technologies	Sonnet Technologies	Synchrotech	The Joy Factory
RES Software	Security Scorecard	Sony	Syncplicity	Thermaltake
Respawn	Securly	Sophisticated Systems	Syncsort	Technology
Retail Service Parts	Segovia	Sophos	Synergy Software	Thermamark
Retrak	Seiko Instruments	Sorna	Synnefo Technology Solutions	ThinkWrite
Retrospect	Seneca Data	Soter Technologies	Synnex Services	ThinPrint
RF Ideas	Sennheiser	SOTI	Synology	Threat Track
Ricoh Corporation	Sensaphone	SoundTrap	SysDig	Thycotic Software
RIM	Sentinel Technologies	SourceCode-K2	Systat Software	TIBCO Software
Rimage	SentrySafe	Source Imaging Products	System76	Tiffany Industries
RingCentral	Service Express	Source Technologies	Systemax	Tiffen
Rittal	SGI	Southwest Networks	Systran	TigerText
Riverbed	Sharp	Spanning Cloud		Tightrope
Robert Bosch Tools	Shavlik	Specialty Products of Virginia	T	Tintri
Robert Half International	ShoreTel	Speck Products	Tableau	T-Mobile
Rockey and Associates	Shure	Spectra Logic	Tagit	TomTom
Rose Electronics	Shuttle Computers	Spectralink	TAIYO YUDEN	ToolFarm
RSA Security	Siecor	Spectrum Industries	Tally Printers	Topaz Systems
Rubrik	Siemon	Splunk	Tangent Computer	Toshiba
Ruckus Wireless	Sierra Wireless	Sport View	Target Network Integration	Total Micro Technologies
	Signagelive	Televisionorate	Targus	TouchSystems
	SIIG		Taurus Technologies	TP-Link
	Silex Technology		TEAC	Transcend
Safari Montage	Silver Peak	Sprint	TechData	Transition Networks
Safco	SimpleTech	SPSS Software		
SafeWare	Simply NUC	Spyrus		
Sage Software	Singlewire	SSH		

S

Traversa Solutions
Trekstor

Trellix
Trend Micro
TrendWare
International

Trestel
Trident
Tripp Lite
Tripwire
Triumph Board
Troy Systems

Trust
Trustwave
TSC Taiwan
Semiconductor Co.
Tumbleweed

Turbonomic
Turtle
Twistlock
TYAN

U

Ubiquiti
Ultrabac
Ultra Electronics
Uniden
Unimax
Unistar Sparco
Computers
Unitech
United Radio DBA
Bluestar
Unitrends
Universal
Universal Management
Solutions
Unknown
Upstream Networks
Uptivity
Urban Armor Gear
USP
USRobotics
UV Angel

V

V3 Gate
V5 Systems
Valcom
VanDyke Software
VantagePoint
Vantec
Varonis
VARIDESK
VARIZOOM
VBrick
VEC Electronics
Vector, USA
Veeam
VEHO
Velaspan
Ventev
Veracity
Veramark
Verbatim
Verifone
Verint
Veritas
Verizon
Verkada
Vertiflex
VERTIV
Video Labs
Videolarm
Vidyo
ViewSonic
Viking
Vircom
Virtual Ink
Virtual Systems
Solutions
Virtual Tech Gurus
Vioneer
Vision Solutions
(Syncsort)
VisionTek
Vitel Solutions
Vivitek

Vivonet
Viziflex
Vizio
Vormetric
VMware
V-Tech
Communications
Vuzix Corporation
VXL Instruments
Vytopia

W

Wachter Network
Services
Wacom
Walt Disney Computer
Software
Wasp Barcode
WatchGuard
Waterfield
Technologies
Wave
Wavelink
Webroot
Webtrends
Weightronix NIC
Wenger North America
WestCon Cables
Western Digital
WeVideo
Wheel Lock
Whoosh
WiebeTech
Wiley Publishing
Wilson Electronics
Wincomm
Withings
Wolfram
Workshare
Wowza
WSM International
Wynndalco Enterprises

X

Xante
Xerox
XFX
Xogo
Xteoma
Xtreme Accessories
XYZ

Y

Yamaha
YeaLink
YPDF
Yuneec

Z

Zagg
Zcover
ZDI
ZEBEX
Zebra Technologies
ZeeVee
Zerto
Zimbra
Zimperium
ZixCorp
Zoom
Videoconferencing
ZOTAC
Zscaler
ZyXEL USA

Tab 4 – Qualification and Experience

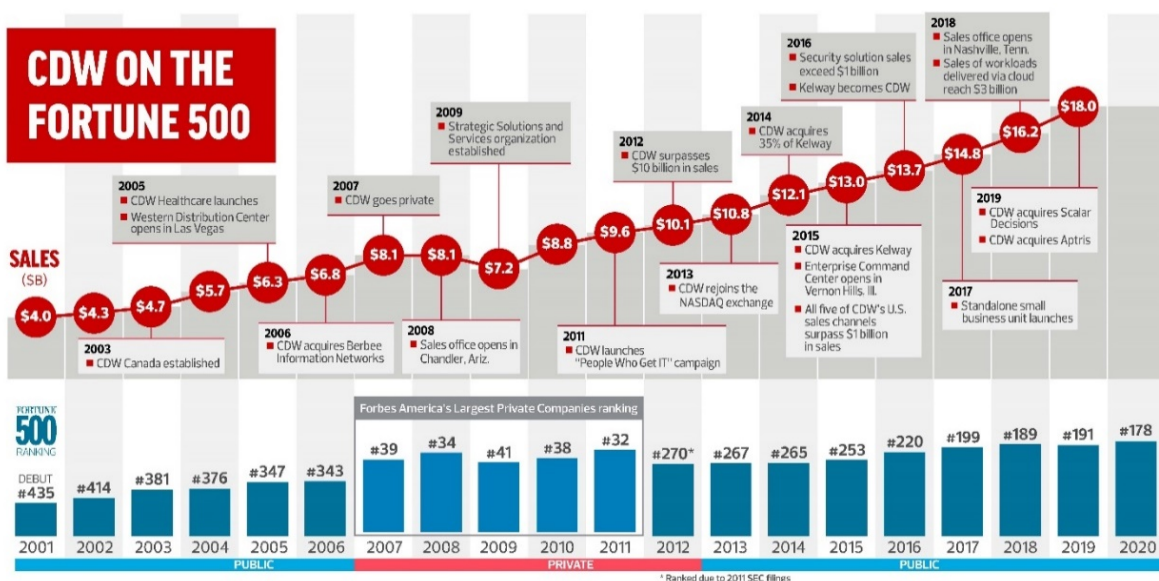
i. Provide a brief history of the Offeror, including year it was established and corporate office location.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW QUICK FACTS

- **Headquarters:** Vernon Hills, IL
- **2019 Annual Net Sales:** \$18.0B
- **# of Coworkers:** ~10,100
- **# of U.S. Sales Offices:** 26
- **# of Customers:** 250,000+
- **Fortune 500 Rank (2020):** 178

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to over \$18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



ii. Describe Offeror's reputation in the marketplace.

CDW goes to market with a series of sustainable competitive advantages developed during 35+ years of delivering technology to customers. Each is powerful on its own, but the combination of these interconnected advantages makes it hard for others to replicate CDW's success.

CDW•G's success has been driven by the interconnection of unique competitive advantages: our scale and scope, performance-driven culture, highly skilled sales and services capabilities, robust distribution facilities, and established international presence.

The more technology changes, the greater the opportunity for CDW•G to deliver value to its customers and vendor partners. CDW•G continually evolves to take advantage of the accelerating changes in IT. CDW•G has successfully transformed from primarily a technology products seller to an integrated technology solutions provider, ensuring it can continue to help customers navigate an increasingly complex IT market.

Our current competition includes:

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

We believe we are well positioned to compete within this marketplace due to our competitive advantages. We expect the competitive landscape to continue to evolve as new technologies are developed. While innovation can help our business as it creates new offerings for us to sell, it can also disrupt our business model and create new and stronger competitors.

We believe we have sustainable competitive advantages that differentiate us in the marketplace. We have built a strong sales organization and deep services and solutions capabilities over time and expect to continue to invest to enhance these capabilities, which we believe when combined with our competitive advantages of scale and a performance driven culture, will help drive sustainable, profitable growth for us today and in the future. Our scale enables us to have a national and international footprint, as well as invest in resources to meet specific customer end-market needs. Our sellers are organized around unique customer end markets that are both vertically and geographically focused. Our scale enables our ability to invest in technical coworkers who work directly with our sellers to help customers implement increasingly complex IT solutions. Our scale also enables us to operate our three distribution centers (two in the US and one in the UK), which combined are more than 1 million square feet in size. We have cross-border relationships that enable us to serve the needs of our US, UK and Canadian-based customers in more than 150 countries. Our strong, execution-oriented culture is underpinned by our compensation system.

Our hardware products include notebooks/mobile devices (including tablets), network communications, desktop computers, video monitors, enterprise and data storage, and other hardware. Our software products include application suites, security, virtualization, operating systems and network management. Our services include warranties, managed services, consulting design and implementation. IT is critical to both "run the business" and drive greater growth and productivity.

To help our customers accomplish this, we have built a robust portfolio of solutions across data center, digital workspace, security, virtualization and services that we provide in physical, virtual, or cloud-based environments.

We provide public cloud solutions, which reside off customer premises on a public (shared) infrastructure, and private cloud solutions, which reside on customer premises. We also offer

hybrid cloud solutions that deliver the benefits of both public and private solutions. Our migration, integration and managed services offerings help our customers simplify cloud adoption, as well as the ongoing management of cloud solutions, across the entire IT lifecycle. Dedicated Cloud Client Executives work with our customers to architect cloud solutions meeting their organizational, technology and financial objectives.

We offer a broad portfolio of integrated solutions that include the following on and off-premise capabilities:

- **Data Center:** We assess our customers application infrastructure need, design flexible, resilient and efficient solutions and manage the solution throughout its lifecycle. Our broad portfolio of hardware and software products, encompassing both on and off-premise solutions, enables us to provide well-integrated solutions, including converged and hyperconverged infrastructure, physical and virtualized servers, software defined automation and orchestration solutions, hybrid storage and energy-efficient power and cooling.
- **Digital Workspace:** We build end-to-end solutions that deliver access to applications that improve our customers' productivity regardless of device or location. We connect our customers' physical devices, including laptops, desktops, IP Phones, mobile devices and print systems. We utilize collaboration solutions to unite applications via the integration of products that facilitate the use of multiple enterprise communication methods including email, persistent chat, social media, voice and video. We also host cloud-based collaboration solutions. Our solutions provide the tools that allow our customers' employees to share knowledge, ideas and information among each other and with clients and partners effectively, securely and quickly.
- **Security:** We assess our customers' security needs and provide them with risk mitigation tools and services. Product design, architecture and implementation can take the form of hardware, software or Software as a Service. These tools and services are provided across a multitude of categories such as: endpoint security, email security, web security, intrusion prevention, authentication, firewall, virtual private network services and network access control. Security consulting engagements include security assessment, policy and procedure gap analysis, security roadmaps and health checks.
- **Virtualization:** We design and implement server, storage and desktop virtualization solutions. Virtualization enables our customers to efficiently utilize hardware resources by running multiple, independent, virtual operating systems on a single computer and multiple virtual servers simultaneously on a single server. Virtualization also can separate a desktop environment and associated application software from the hardware device that is used to access it and provides employees with remote desktop access. Our specialists assist customers with the steps of implementing virtualization solutions, including evaluating network environments, deploying shared storage options and licensing platform software.
- **Services:** We advise, architect and manage integrated business technology for our customers. Our solutions include integrated cloud, collaboration, data center, mobility and security business technology, from the physical to the application layer. We provide advisory, architectural and managed services across basic, discrete and integrated business technology solutions. We leverage best-in-class partner technology platforms to seamlessly architect and manage disparate IT platforms into integrated business technology solutions.

CDW•G's solutions include design, implementation and ongoing management and support. Continuous transformation, which includes the addition of field sellers, technology specialists

and advanced services engineers and extensive services capabilities, means that CDW is uniquely positioned to capitalize on the key technology drivers of today and tomorrow.

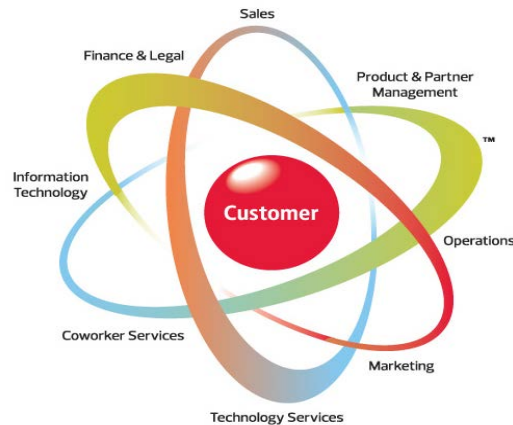
iii. Describe Offeror's reputation of products and services in the marketplace.

Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have Region 4 ESC view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



CDW Circle of Service

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting Region 4 ESC with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on

distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

CDW holds [REDACTED] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

CDW Configuration Services Overview

IT teams face constant pressure to increase productivity while keeping costs low. That's why CDW is with you every step of the way, from assessing your environment and long-term objectives to designing and implementing a custom solution to meet your needs. We offer a wide variety of configuration services to make IT implementations easier and help you meet the demands of your business, including project management oversight — a vital service for large deployments.

Hardware Configuration

CDW's highly trained and certified technicians can configure your hardware before it ships. There's no downtime, wasted resources or need to hire outside consultants. We'll help you save time and money with the configuration solution that meets your needs, including:

- **End-user hardware installations**, including desktops, laptops and printers
- **Pre-shipment configuration** for server and storage equipment
- **Remote configuration** for networking and storage equipment

Software Configuration Management and Computer Imaging

We can configure your operating system, custom BIOS and/or software settings to any piece of equipment before shipment. By letting us handle repetitive software configurations before your order ships, you'll save time with new system rollouts. We offer:

- **Computer imaging services:** We can preload your custom images onto systems before they ship.
- **VPN configuration services:** With a static IP address and proprietary VPN connection, you can update images on the fly.
- **iOS and Android configuration:** We'll customize your iPad or Android deployments by loading apps, settings or customized content.

Custom Turnkey Solutions

We'll ensure your new technology is ready to go when it arrives to help you save time and money. You can feel confident that your new technology is properly customized, integrated, tested and ready to deploy "out of the box" as soon as it's delivered.

We can help with:

- **Joining client systems** to your domain over VPN
- **Custom BIOS** and firmware upgrades
- **Data capture** for pre-staging on your network
- **Custom inserts** with clear instructions for users



IT Asset Management

Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center. This not only standardizes your physical inventory, but also enhances tracking capabilities, along with reducing the possibility of theft or loss.



We offer:

- **Custom asset tagging** based on your current system or one we help you devise
- **Enhanced barcode tracking** for easy inventory management
- **Custom engraving and laser etching** for laptops, tablets and more

Custom Packaging and Simplified Distribution

With our custom packaging and distribution services, you can eliminate the clutter of extra boxes and receive your new IT equipment packaged, labeled and consolidated for ease of delivery at your dock. We can simplify delivery with:

- **Palletization:** Allows you to receive your entire order in one shipment
- **Kitting:** We'll bundle your items together and ship kitted boxes to multiple destinations
- **Labeling:** We'll label packages with vital information for easy routing and tracking



Remote Configuration Services

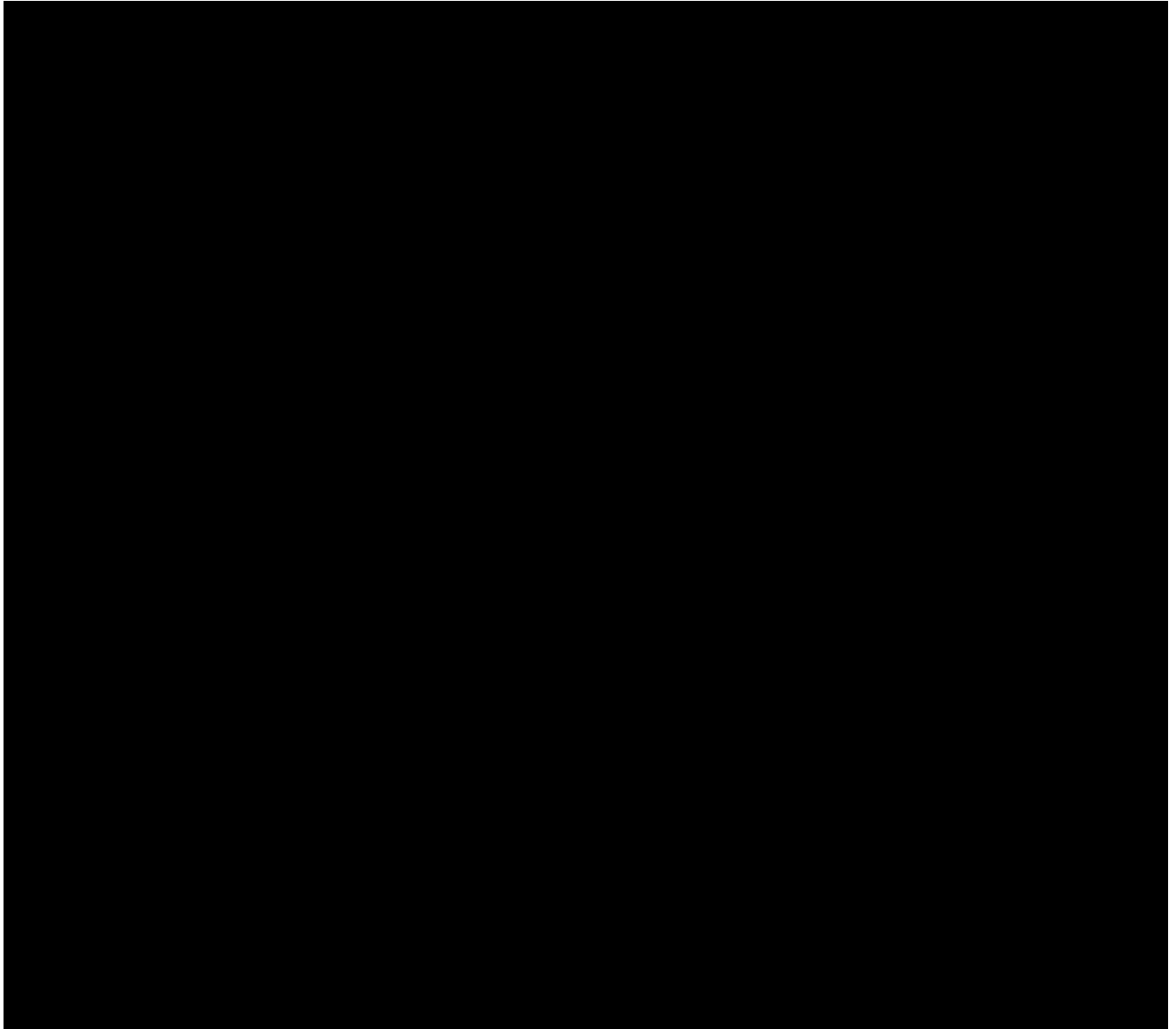
CDW's highly skilled and certified engineers can remotely deploy multivendor firewall, router and switch configurations. We'll configure this hardware from one of our two state-of-the-art Configuration Centers before shipment and complete final settings and hardening after delivery via a secure connection.



Services include customized installations for:

- **HP, Cisco, Dell and Aruba** switches
- **Cisco** wireless LAN controllers
- **Cisco IronPort** web and email security
- **Cisco ASA** with FirePOWER® and F5 BIG-IP® LTM configurations
- **Citrix XenApp®**, **Xen Desktop®** and **NetScaler® Gateway™** solutions
- **FortiGate, SonicWall and Palo Alto** appliances

iv. Describe the experience and qualification of key employees.



v. Describe Offeror's experience working with the government sector.

CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

We focus on building strong relationships with our public sector customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our public safety customers.

Based upon both exponential growth within the Public Sector market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW•G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to

product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over [REDACTED] in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our **dedicated E-Rate invoice team** ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

David White, Program Manager, and **Amy Passow**, E-Rate Specialist, offer public sector entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. White prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

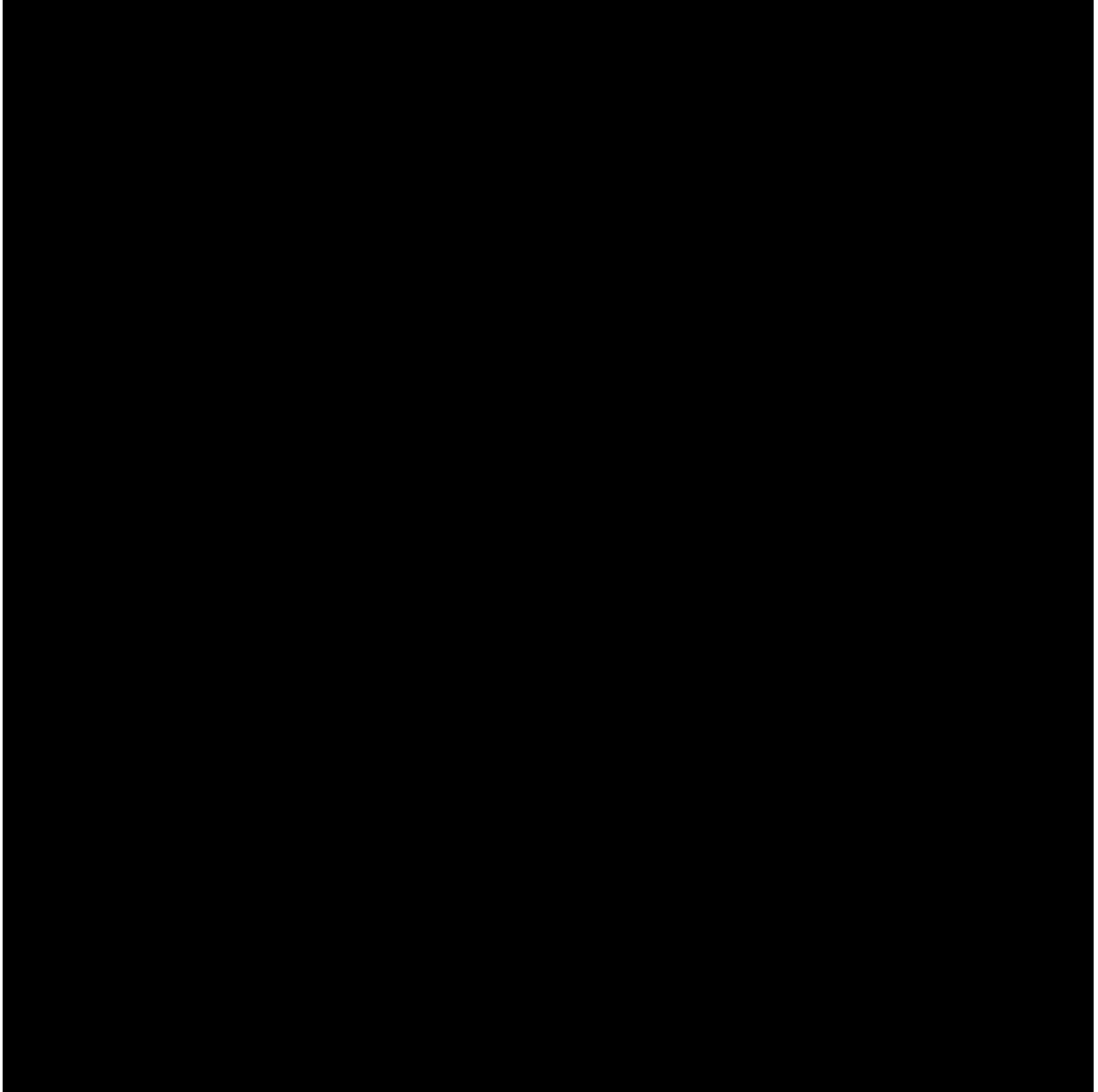
vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

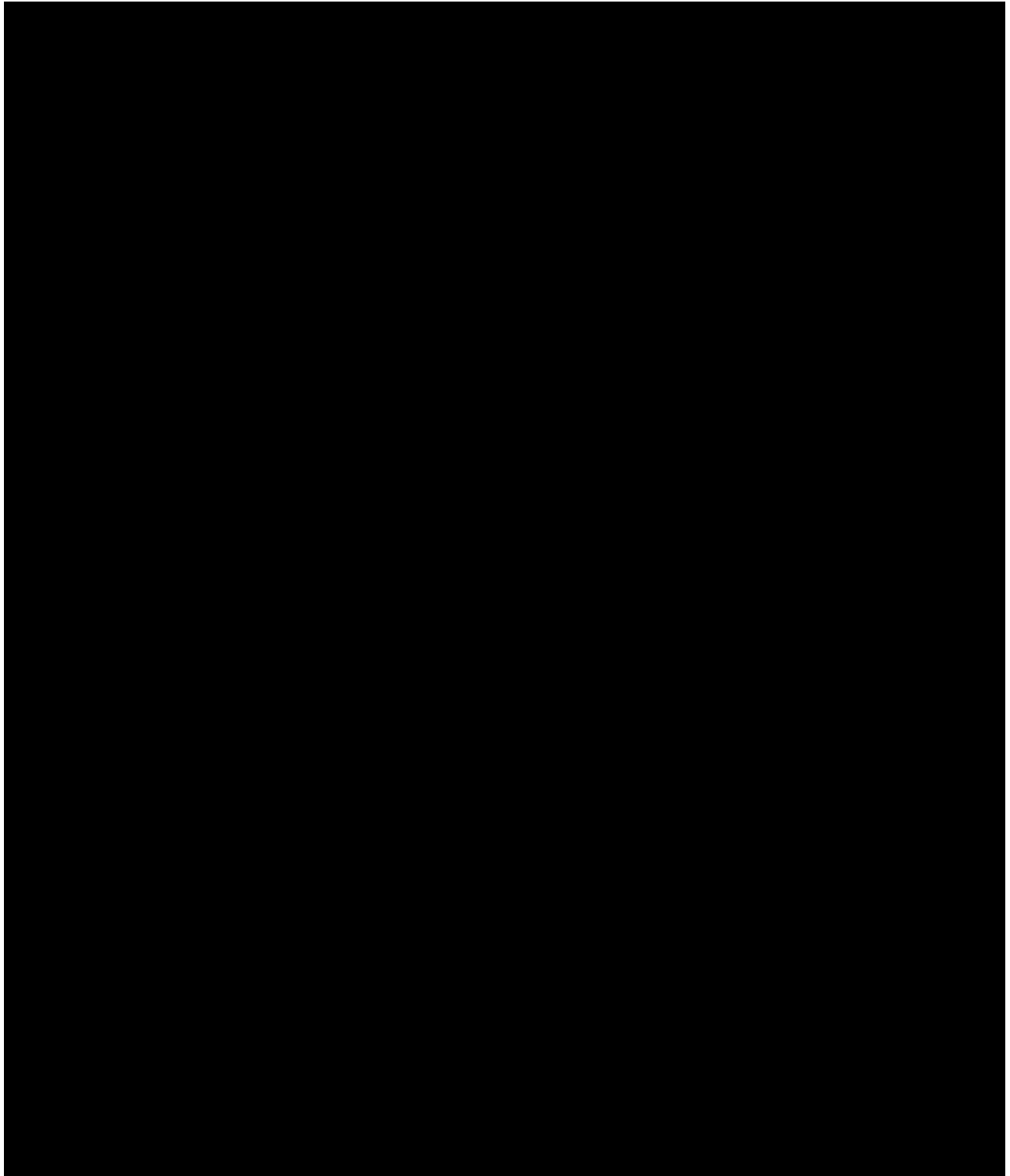
As of the date of submission, and to CDW•G's knowledge and belief, CDW•G is not currently involved in any litigation involving customers, competitors, or employees which, if adversely adjudicated, would have a material adverse impact on CDW•G's ability to perform its obligations under an awarded contract.

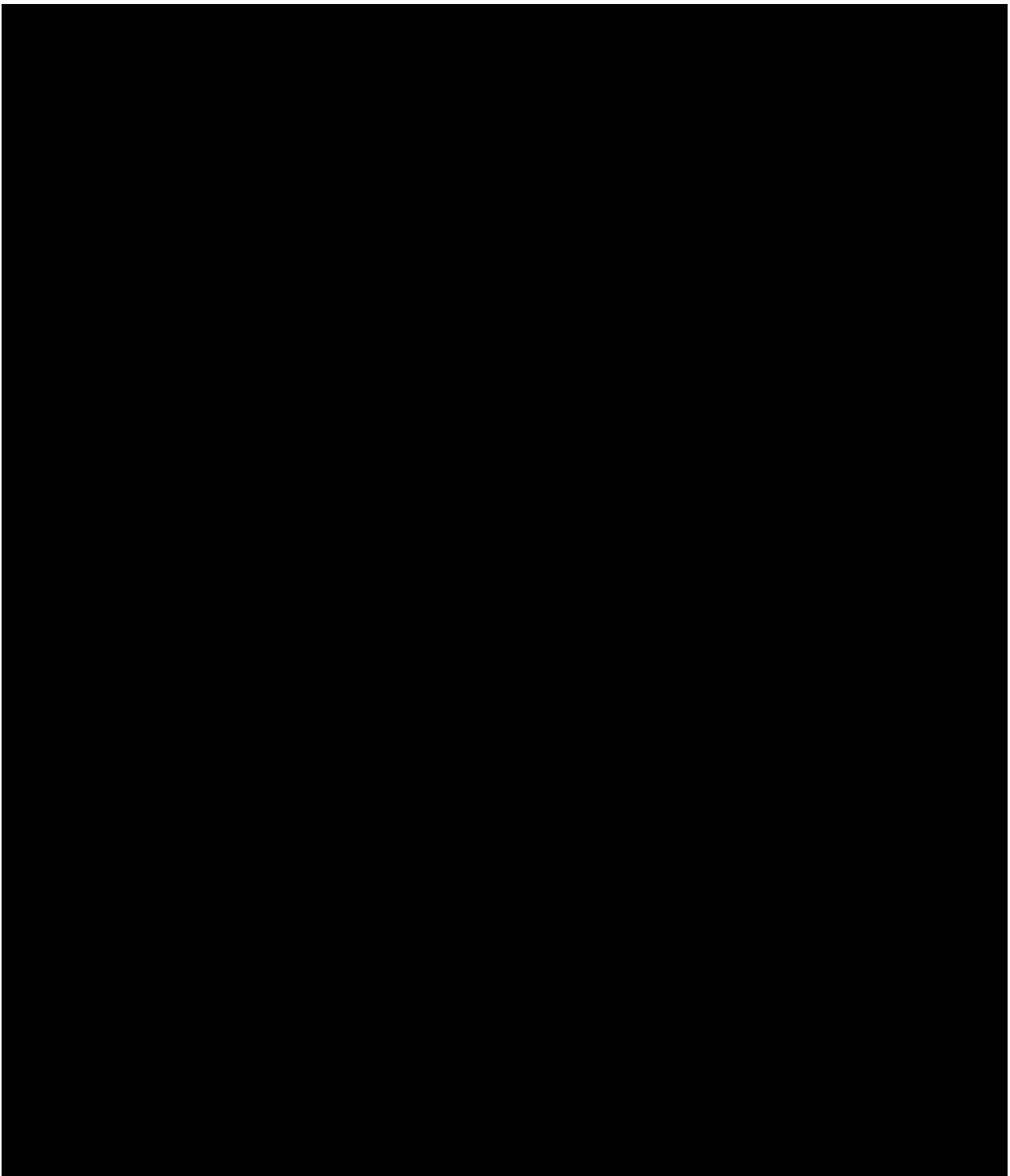
As of the date of submission, and to the best of our knowledge and belief, CDW•G has not filed a petition for bankruptcy or reorganization due to financial hardship.

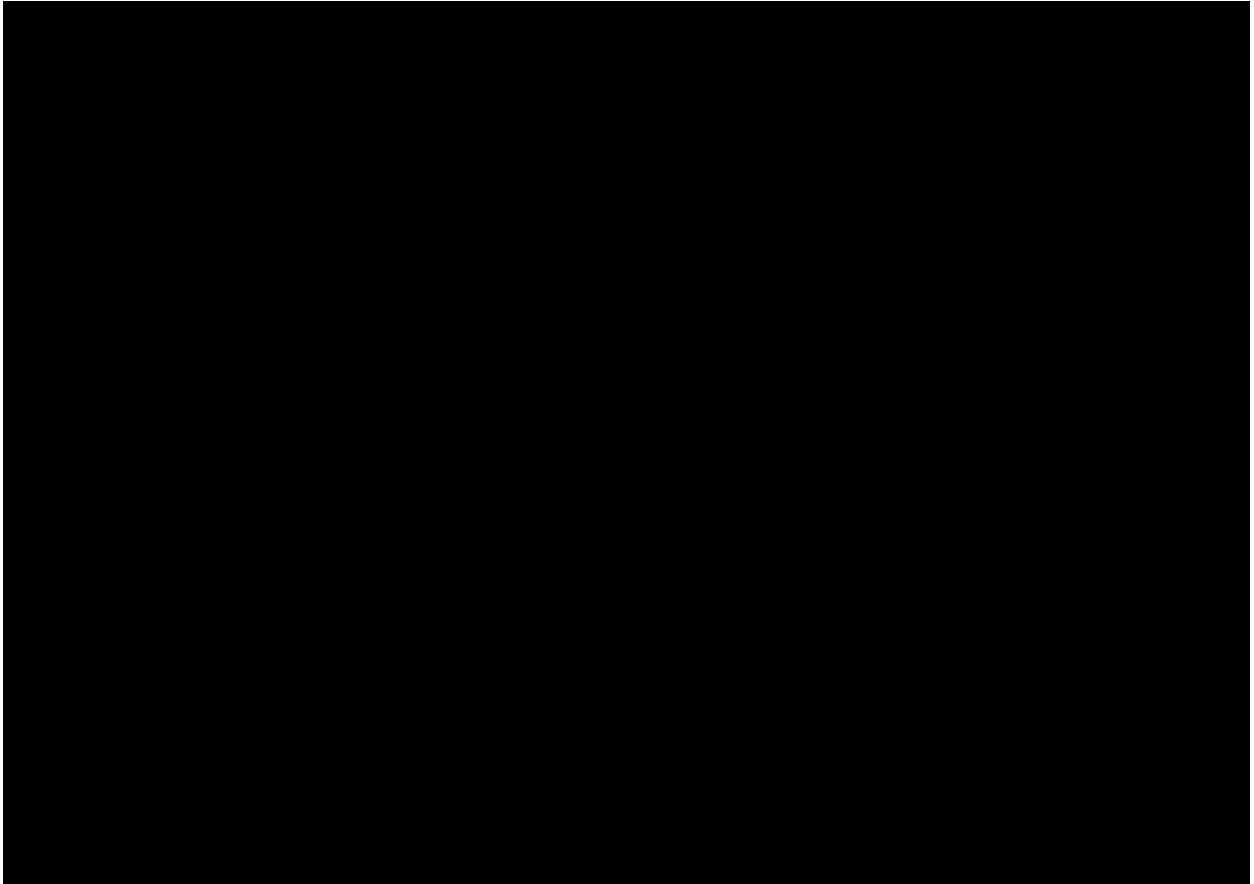
References

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.









ix. Provide any additional information relevant to this section.

Tab 5 – Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

As demonstrated by this response to Region 4 ESC's Technology Solutions, Products and Services RFP, CDW•G is fully capable of completing and managing the Scope of Work in this new contract. We are confident in this because we have been successfully managing the Region 4 ESC contract (R160201) for the last 5 years. By awarding CDW•G this new contract, Region 4 ESC will have a seamless, no interruption transition from the current contract. The team currently in place will remain in place to serve Region 4 ESC, which means our team is already familiar and accustomed to working with of Region 4 ESC. CDW•G also held the National IPA contract before it became OMNIA, giving our teams more foundation and experience.

In addition to the current Technology Solutions, Products and Services contract, CDW•G currently holds and manages a total cloud solutions contract (R0107100) for Region 4 ESC

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy
Appendix C, Doc #1
- b. Antitrust Certification Statement (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Appendix C, Doc #3)
- d. Texas government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign

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

OPEN RECORDS POLICY

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

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

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

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

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

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

01/15/2021

Date

David C. Hutchins

Authorized Signature & Title

CDW-G Statement of Confidentiality

The information contained within CDW-G's proposal is protected commercial and financial information belonging to CDW-G and the release of such information would harm CDW-G's proprietary interests. CDW has spent the last 30+ years refining its customer pricing, customer base, customer development and partner relationships. The internal development of information and strategy is at the heart of what makes CDW-G competitive with its customers. To reveal this information to CDW-G's competitors would cause CDW-G irreparable and substantial competitive harm.

Notwithstanding ESC Region 4's expectation that price would not be determined confidential, CDW-G's understanding of prior Texas Attorney General decisions suggests otherwise. The Attorney General, through his review of Texas Supreme Court rulings, has determined that Section 552.104(a) of the Texas Government Code provides protection of price information. In addition to CDW-G's price strategy and offer to ESC Region 4, CDW-G believes the following to similarly be exempt from disclosure:

Response Page No.	Rationale
7	Detailed login instructions for ESC Region 4 members to retrieve downloadable copies of pricing files.
35	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
41	CDW-G employee personal information/contact information
48-49	CDW-G employee personal information/contact information
52	CDW-G's top OMNIA accounts is confidential customer information not made publicly available.
56	CDW-G's logistics and performance metrics is confidential information used to provide CDW-G a competitive advantage.
62	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
64-65	CDW-G employee personal information/contact information
66	Confidential financial information not released to the public.
67-70	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company

CDW Government LLC

Contact


Signature

Pam Janutolo

Printed Name

Manager, Proposal Teams

Position with Company

Address

230 N. Milwaukee Ave

Vernon Hills, IL 60061

**Official
Authorizing
Proposal**


Signature

David Hutchins

Printed Name

Vice President, Strategic Programs

Position with Company

Phone

847.371.5800

Fax

847.465.6800

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

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



To Whom It May Concern,

CDW Government LLC is a publicly traded entity under its parent company (Stock Ticker: CDW).

Due to the new rules executed by the State of Texas on 01/01/2018, the Form 1295 is no longer applicable to CDW Government LLC.

Please visit the following website for more information.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Who_Is_Interested_Party

SECTION 7 - # 4

7. Are there certain contracts that do not require Form 1295?

Yes. Form 1295 is not required for the following contracts if entered into or amended on or after **January 1, 2018:**

- (1) a sponsored research contract of an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services if:
 - (a) the value of the contract cannot be determined at the time the contract is executed; and
 - (b) any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;***
- (5) a contract with an electric utility, as that term is defined by [Section 31.002, Utilities Code](#);* or
- (6) a contract with a gas utility, as that term is defined by [Section 121.001, Utilities Code](#).*

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

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

I, David Hutchins, as an authorized representative
of

CDW Government LLC, a contractor
engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

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

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

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

David C Hutchins
Signature of Named Authorized Company Representative

01/15/2021
Date

STAGING/BUY AND HOLD AGREEMENT

This STAGING/BUY AND HOLD AGREEMENT (“**Agreement**”) is made as of the ____ day of [Month], Year (the “**Effective Date**”) by and between CDW Government, LLC (“**Seller**”) and _____ (“**Customer**”).

STAGING MANAGEMENT.

Seller and Customer (each, a “**Party**”, together, the “**Parties**”) agree to work together to manage Seller’s storage and distribution (“**Staging**”) of certain products purchased which may receive configured Services such as asset tagging, hardware installation, software imaging, customization with VPN and kitting with custom packaging (“**Configuration Services**”) purchased separately by Customer from Seller, specified hereunder (“**Staged Products**”).

Section 1. INTERPRETATION.

Notwithstanding anything to the contrary specified in any Seller-issued quote or Customer-issued Staging/Buy and Hold Authorization Order (defined herein), the Parties agree that all such quotes and Staging/Buy and Hold Authorization Orders shall be governed solely by the terms and conditions of this Agreement; provided that Customer’s purchase of Staged Products from Seller (including without limitation payment, invoicing and return privilege terms) shall be governed by Seller’s “Terms and Conditions of Product Sales and Service Projects” specified at www.cdw.com unless Seller and Customer have signed a separate agreement to govern such product sales prior to the Effective Date (in either case, the “**Product Agreement**”). In the event of a conflict between the Product Agreement and this Agreement, the provisions of this Agreement shall prevail.

Section 2. SELLER STAGING.

2.1 All Staged Products must be listed on a Staging/Buy and Hold Authorization Order (“**SAO**”) executed between the parties, that is substantially in the form of **Exhibit A** attached hereto. Seller shall store the Staged Products on behalf of Customer at Seller’s warehouse located at [CDW Warehouse], (“**Seller’s Warehouse**”). The Parties will execute SAO’s in numerical order, beginning with “**A-1**”. Any change to the SAO shall be under the terms and conditions specified on a Staging/ Buy and Hold Authorization Order Addendum (“**SAOA**”) that is substantially in the form of **Exhibit B** attached hereto. Except as otherwise specified in the applicable SAOA, Customer will be financially responsible to Seller for any and all Seller costs associated with changes to a SAO. Such additional Seller costs may include, but are not limited to, custom configurations, handling, release date changes, warehousing and shipping charges.

2.2 Staged Products which are known by Seller to be defective, OEM deemed end of life or DOA during delivery to or at the Staging Location, will be replaced by Seller at no additional cost to Customer. No change to the SAO or signed amendment will be required for replacements by Seller pursuant to his Section and Seller will notify Customer’s contact via email.

2.3 To the best of Customer’s knowledge, any configuration, asset tagging, imaging, or like Services to be

performed by Seller on the Staged Products have been finalized, as evidenced by Customer’s initials in the correct box below:

The Staged Products [CHOOSE] have Configuration Services performed.

Section 3. OWNERSHIP.

As between Seller and Customer, ownership of, and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the designated staging location (“**Staging Location**”) within Seller’s Warehouse. Customer obtains a special property right and insurable interest in such Staged Products under UCC § 2-501. Customer acknowledges and agrees that any manufacturer warranty period for the Staged Products will begin on the date of Seller’s invoice.

Section 4. SALES TAX.

As set forth above, ownership of and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the Staging Location. Seller will collect sales tax due from Customer based on the Seller’s Warehouse location identified in Section 2. Upon executing this agreement, and if applicable, Customer will provide Seller with either Illinois or Nevada tax exemption documentation.

Section 5. SHIPPING.

5.1 Seller shall release the Staged Products from the Staging Location and provide them to the carrier for shipment to Customer’s location upon the Estimated Ship Date set forth in the SAO, unless Customer provides written notice to Seller (which may be by email sent directly to the Seller Account Manager) no less than ten (10) business days prior to such Estimated Ship Date notifying Seller of Customer’s request to change the ship date. Customer cannot change any ship date to a date later than the Final Ship Date set forth in the SAO (“**Final Ship Date**”). Seller will ship to Customer all Staged Products that remain in Seller’s Warehouse no later than the Final Ship Date.

5.2 Customer will be responsible for all shipping and handling charges, which Seller will include as an additional line item on the applicable invoice.

5.3 In the event of early termination or in the event that Customer does not request delivery of all Staged Products prior to the Final Ship Date, Seller shall, at Seller’s option; either (i) ship the remaining Staged Products still held by Seller to Customer’s Final Ship to Address identified on the SAO, or (ii) return the Staged Products to Seller’s inventory.

Section 6. INVOICING AND PAYMENT.

6.1. Except as otherwise agreed in writing by the Parties, and subject to continuing credit approval by Seller,

Customer will pay all invoices within thirty (30) days after the date of Seller's invoice. In addition to the purchase price for the Staged Products, Seller will charge Customer a fee for holding the Staged Products as set forth on each SAO ("Staging Fee").

6.2. Seller will invoice Customer for Customer's purchase of Staged Products on the date that the Staged Products are delivered to the Staging Location in Seller's Warehouse. Seller will also include the applicable Staging Fee on each invoice for Staged Products.

6.3. The Staging Services will commence, and the Staging Fee applied, upon the date of CDW's invoice.

6.4. Upon completion of each SAO, if applicable, CDW will provide customer with a settlement invoice for any additional fees resulting from any changes to the original SAO (e.g., additional staging fees, handling fees, shipping charges, etc.).

6.5. Customer acknowledges that some or all Staged Products may not be in Seller's warehouse or available to be held for Customer on the date the SAO is submitted to Seller and agrees that Seller shall have no liability or responsibility to Customer for losses of any incentives or price adjustments as a result of the invoice date being different from the SAO date.

Section 7. NON-CANCELABLE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT ARE ABSOLUTE AND NON-CANCELABLE, AND THE STAGED PRODUCTS ARE NON-RETURNABLE, NOTWITHSTANDING ANY OBSOLESCENCE OF THE STAGED PRODUCTS, PROBLEMS WITH OR DEFECTS IN THE STAGED PRODUCTS, ANY CHANGES IN SCHEDULE, ANY CHANGES IN CUSTOMER'S NEEDS OR FINANCIAL CIRCUMSTANCES, ANY UNAVAILABILITY OF LEASE FINANCING FOR ANY OR ALL OF THE STAGED PRODUCTS, OR ANY OTHER CIRCUMSTANCE. CUSTOMER SHALL HAVE NO RIGHT TO REFUSE DELIVERY OR TO DELAY PAYMENTS FOR ANY STAGED PRODUCTS FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE CONDITION OF STAGED PRODUCTS.

Section 8. BREACH; REMEDIES.

In the event that Customer cancels any SAO or addendums thereto, or terminates this Agreement, Seller shall have the right, in addition to all other remedies it may have, to be compensated for all costs, expenses and losses incurred by Seller, including, but not limited to, the cost of Staging the Staged Products, insurance costs, costs incurred with respect to custom configured goods, costs incurred by Seller in ordering Staged Products specifically for Customer's benefit, and costs of collection. In the event of a breach of this Agreement by Customer and in addition to all other remedies Seller may have at law or in equity, Seller has the right to terminate this Agreement and to demand immediate payment in full for all of the Staged Products and of all of the fees, costs and expenses assessable hereunder.

Section 9. RISK OF LOSS, AND INSURANCE.

CUSTOMER SHALL BEAR THE RISK OF PROPERTY DAMAGE TO AND LOSS OF THE STAGED PRODUCTS

("PRODUCT LOSSES") AND SHALL PROVIDE INSURANCE TO COVER ANY SUCH PRODUCT LOSSES DURING STORAGE OF THE STAGED PRODUCTS IN SELLER'S WAREHOUSE. CUSTOMER SHALL ALSO BEAR THE RISK OF PRODUCT LOSSES AND SHALL PROVIDE INSURANCE TO COVER ANY PRODUCT LOSSES INCURRED DURING SHIPMENT, NAMING SELLER AS A LOSS PAYEE.

Section 10. SECURITY AND ACCESS.

Seller agrees to exercise the same care with respect to the storage of Staged Products as Seller exercises with respect to similar products owned by Seller. Seller shall provide secure space to prevent unintended use of Staged Products. Seller agrees to provide Customer access to its facilities, upon reasonable advance notice, during normal business hours, for purposes of inspection of Staged Products.

Section 11. LIMITED LIABILITY.

SELLER'S LIABILITY FOR LOSS OR INJURY TO THE STAGED PRODUCTS IS LIMITED TO REPLACEMENT OF THE STAGED PRODUCTS OR REIMBURSEMENT FOR THE UNIT PRICE LISTED ON THE SAO, PROVIDED THAT CUSTOMER HAS PAID SELLER FOR THE APPLICABLE STAGED PRODUCTS, BUT IN NO EVENT IN EXCESS OF INSURANCE PROCEEDS RECEIVED BY SELLER FOR SUCH LOST OR INJURED PROPERTY. UNDER NO CIRCUMSTANCES WILL SELLER OR ITS AFFILIATES BE LIABLE FOR: ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.

Section 12. TERMINATION.

This Agreement may be terminated by Customer upon thirty (30) days' advance written notice; provided that Customer has paid all fees, prices and costs due and owing hereunder. This Agreement may be terminated by Seller upon thirty (30) days' advance written notice. Termination of this Agreement will not terminate either party's obligations under any existing SAO.

Section 13. FORCE MAJEURE.

Seller shall not be liable to Customer for any failure to comply with the terms of this Agreement to the extent that such failure results from any circumstances beyond its reasonable control, including, but not limited to, carrier delays, delays due to fire, severe weather, power failure, labor problems, acts of war, terrorism, embargo, acts of God, and acts or laws of any government or agency. Seller's failure or delay in performance under this Agreement due to any force majeure event shall not be deemed to be a default under this Agreement.

Section 14. GOVERNING LAW; JURISDICTION.

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT

REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND THE PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT

TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

SELLER: CDW Government, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

Customer Account # _____

EXHIBIT A-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

* CDW to default to final ship date if no estimated ship dates are provided in the table above.
* The foregoing Staged Products are subject to the "Staging/Buy and Hold Agreement" between the Parties dated ____ day of [Month], [Year]

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX

Customer:

By: X

By: X

Name: X

Name: X

Title: X

Title: X

Date: X

Date: X

CDW Internal Use:
Quote #: X
Order #: X

EXHIBIT B-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER ADDENDUM

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

* CDW to default to final ship date if no estimated ship dates are provided in the table above.

* The foregoing Staged Products are subject to the "Staging/Buy and Hold Agreement" between the Parties dated ____ day of [Month], [Year]

The parties agree that the Staging/Buy and Hold Authorization Order dated ____ day of [Month], [Year] is hereby amended as set forth in this Addendum.

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX

Customer:

By: X

By: X

Name: X

Name: X

Title: X

Title: X

Date: X

Date: X

CDW Internal Use:

Quote #: X

Order #: X

SAO ADDENDUM EXAMPLE ONLY. DO NOT SIGN!

STATEMENT OF WORK

Project Name:	[Project Name]	Seller Representative: [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	[Customer Name]	
CDW Affiliate:	[CDW Affiliate determined by Customer #]	
Subcontractor:	[Partner Name]	Solution Architect: [Solution Architect Name], [Solution Architect Name 2]
SOW Created Date:	[SOW Created Date]	Drafted By [Services Contract Specialist Name]
Version:	[File Version]	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, [CDW Affiliate] (“**Provider,**” and “**Seller,**”) and [Customer Name] (“**Customer,**” and “**Client,**”).

GOVERNING AGREEMENT

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party’s point of contact (“**Contact Person**”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

[Customer Name]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

Mailing Address:

[Affiliate Address line 1]

Street: _____

[Affiliate Address line 2]

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Location(s)

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. **Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.