Attachment G February 12, 2020 Digital



CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061



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## **Supplier Response**

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, Public Sector.

## 3.1 Company

A. Brief history and description of Supplier.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and are blanketed in the field with our field account executives. Account Teams are further segmented by agency type, education (K12/High Ed) or government, which allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers. CDW•G delivers more than just product; we deliver IT solutions and services in a manner consistent with procurement guidelines and customer preferences. We offer flexibility in how customers engage with and buy from us. We have the subject matter experts to advise on the right IT solutions, as well as the purchasing avenues to accommodate efficient and seamless procurement. We pride ourselves on our innovation and ceaseless desire to deliver an excellent customer experience. We are excited by the opportunity to partner with the State of Utah and OMNIA Partners in offering a user-friendly, cost-effective online marketplace for IT products.

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

CDW•G currently employs more than 1,300 coworkers, part of our larger organization of 8,800 employees nationwide and in Canada, with over 25 different locations. CDW•G has over 1,225 Account Managers and 60 Field Representatives forming account teams across five verticals: Higher Education, K12 Education, Healthcare, Federal Government, and State & Local Government. In addition, our account teams are organized geographically: North, South, East, and West, enhancing their knowledge of the local landscape including key partnerships and local practices for contracting. Technology specialists and segment technologists act as an extension our account teams. Through their in-depth of specific solution sets, they advise customers on the technology so they can make informed decisions. No other national provider can claim the size and depth of knowledge of our highly skilled account teams, it is a point of pride for CDW•G. Wherever our customers are located, CDW•G invests heavily in our sales teams' ability to meet our customers' needs

Account Managers per segment:

Higher Education: ~200

K-12 Education: ~350

Healthcare: ~250

Federal Government: ~200

State and Local Government: ~225

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

CDW•G Headquarters: 230 N. Milwaukee Ave., Vernon Hills, IL 60061

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.

D. Annual sales for the three previous fiscal years.

CDW•G is a wholly-owned subsidiary of CDW LLC. CDW•G consistently demonstrates continued growth and contribution to the corporate revenue stream as shown in the table below.

Fiscal	CDW	CDW•G
Year	Total Revenue	Revenue Contribution
2019	\$ 18.03 Billion	\$6.9 Billion
2018	\$ 16.2 Billion	\$6.2 Billion
2017	\$ 15.2 Billion	\$6.04 Billion
2016	\$ 13.98 Billion	\$5.6 Billion

E. Submit FEIN and Dunn & Bradstreet report.

#### FFIN

CDW•G FEIN: 36-4230110

#### **Dunn & Bradstreet Number:**

We appreciate the State's request for our most recent Dunn & Bradstreet Business Report; however, providing copies of CDW•G's Dunn & Bradstreet Business Report creates a breach of contract with Dunn & Bradstreet, and as such, the State can choose to directly obtain a copy of the report using CDW•G's Dunn & Bradstreet Number 02-615-7235.

F. Describe any green or environmental initiatives or policies.

CDW•G 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.

CDW•G 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 a platform to reduce, reuse and recycle to make CDW•G's operations leaner, more

efficient and more environmentally responsible. Since the inception of the program, CDW has seen overwhelming coworker participation in beGreen. CDW•G has a cross functional team of coworkers who contribute to program management and work to ensure the consistency and integrity of the beGreen program., standards. CDW•G 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. beGreen focuses on several key areas:

- Coworker education
- · Community awareness recycling
- Resource conservation
- ISO14001



#### ISO 14001:2015 Certification

CDW•G has achieved certification to the ISO 14001:2015 Environmental Management System (EMS) standard. The certification has been awarded to CDW•G's Vernon Hills, IL and North Las Vegas, NV distribution centers and attached offices. CDW•G'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•G participates in the United States Environmental Protection Agency's Green Power Partnership program. In 2008, we began purchasing 100% green power for our two data centers in the Madison, Wisconsin area through the Madison Gas and Electric (MGE) Green Power Tomorrow program. We purchase almost 12 million kilowatt-hours per year of renewable energy, making CDW•G the largest private buyer in MGE's Green Power Tomorrow program.

G. 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.

**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.

CDW launched its Supplier Diversity program in 2007 and has seen increases in diverse spend since the program's inception.

- In 2018, CDW spend was over \$2 billion dollars with small, diverse suppliers. **We** currently feature over 1,100 diverse suppliers.
- 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•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) fulfilment 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.

The following are just a few ways that CDW•G is able to 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.

Pricing should not be affected using diverse suppliers on this contract.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Though not a woman-owned company, it is important to note that since January 1, 2019, CDW has been led by a woman executive – CEO **Christine Leahy**. Leahy has been with CDW for 17 years, previously served as the company's chief revenue officer, and was the company's first general counsel. Women comprise over half the US population but remain underrepresented in leadership positions. Less than 10% of the top executives in Fortune 100 companies are women while only 6.6% of Fortune 500 CEOs are women. Considering these statistics, along with a general underrepresentation of women in IT, CDW•G is setting the pace with Christine Leahy as the 2nd Female CEO of a Fortune 500 company in Illinois, and with female leaders making up 40% of our executive leadership. Fairgodboss recognized CDW•G (ranked 2nd) as one of the best places for women to work. At CDW•G, we aim for equity from the inside out and our executives are leading by example. Ms.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfillment – it warrants a vendor who provides quality products and customer experience. A major priority in SLED 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 SLED agencies 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 SLED 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, 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**

We commend the State of Utah and OMNIA Partners for creating a procurement vehicle that offers more dynamic pricing for its users. 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, the State of Utah and 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 (WMS) 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, 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. Such partners include Tech Data, Ingram Micro, SYNNNEX, Avnet, Arrow Electronics, and D&H Distributing Company. 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, the State of Utah, 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.

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

There are no known present or past litigation, bankruptcy, or reorganization involving CDW•G.

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 company and this reporting requirement is not applicable

L. Describe any debarment or suspension actions taken against supplier

There are no known debarment or suspension action taken against CDW•G.

## 3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier; pricing is only to be provided in the cost proposal.

CDW•G's complete portfolio of product offerings includes over 100,000+ products from more than 1,100 manufacturers. Based on the strength of our success and our product portfolio, we are able to 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	<b>100,000+ products</b> from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware		
TECHNOLOGY SERVICES	<ul> <li>e-Procurement integration</li> <li>Leasing services</li> <li>Managed services</li> <li>Pre-shipment configuration</li> <li>Professional services</li> <li>Warranty and maintenance</li> </ul>		
TOTAL SOLUTIONS	<ul> <li>Cloud</li> <li>Collaboration</li> <li>Data center and networking</li> <li>Managed Print Services</li> <li>Point of Sale</li> <li>Security</li> <li>Software management</li> <li>Total Mobility Management</li> </ul>		

We are offering an abridged catalog in line with the product scope definition provided by the State of Utah for the Information Technology-Peripheral Devices and Related Products category

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on this contract. Services are not included in the scope of the contract. Within our offered categories, members have access to our full suite of products and vendors that align with the IT category products. We have the flexibility to restrict what customers can see (i.e. certain manufacturers, products, etc.) to ensure it is in line with the scope of the contract. Upon award, our teams will work closely with the State and OMNIA to determine which products/manufacturers are available to customers. We have the systems in place to guarantee that out of scope product does not make its way into the marketplace. We can regularly review the product taxonomy with the State and other members nationally that adopt the contract to add additional products to fit the needs of the users.

B. Provide details of any minimum order requirements, free goods program, and any other general offers or requirements (excluding information specific to price).

We do not have any minimum order requirements, free goods program, or any other general offers to provide at this time.

C. In detail, describe any and all compliance and reporting methods that can be utilized by participating agencies to include available digital analytics.

Our dedicated Program Management team is able to comply with all reporting requirements of this agreement. CDW•G is consistently lauded for its comprehensive and accurate reporting. We have built specialized software to automate many aspects of the reporting process. In addition, the State of Utah and other customers will benefit from regular business reviews presented by the program manager based upon the data being reported. The Program Management team can also create customer reporting upon request.

CDW•G's reporting capabilities are extremely flexible and comprehensive. Your CDW•G Account Center provides real-time information in a way that is convenient and easy to use. Authorized users have access 24 hours per day, 7 days per week, 365 days a year. Reports can be generated for a wide range of time periods including Current Year, Month to Date, or Last Quarter. Authorized users have the ability to generate a variety of reports. Drag and drop pivot points can be created to sort and filter data.

Customers can view standard reports and create and save custom reports. Reports can be generated for a range of timeframes and differentiated by site, division, department, buyer, city, state, product, etc. Reports can be downloaded into Microsoft Excel, CSV and tab-delimited files.

Order Reporting enables users to view and/or extract data related to order activity:

- Customer #
- Order #
- Order Date
- Purchased By
- PO #
- Cost Center
- Invoice #
- CDW #
- MFG #

- Category
- Sub-Category
- Part Description
- Qty
- Price
- Extended Price
- Subtotal
- Grand Total
- Advertised Price

- Shipping Address Line 1
- Shipping Address Line 2
- Shipping City
- Shipping State/Province
- Shipping Postal Code
- Serial #
- MFG Name
- Asset Tag
- Software Key

**Payment Reporting** enables users to view and/or extract data related to payment activity (e.g. Invoices/Credits):

- Customer #
- Ledger Entry #
- PO #
- Entry Type (e.g. Invoice, Credit)
- Status
- Document Type

- Purchased By
  - Payment Type
- Tota
- Payment Due
- Balance Due
- Cost Center
- D. In detail, describe any and all abilities that both the supplier and the participating agency can restrict items as needed. Include any ability for agencies to select available categories.

CDW•G maintains an internal product taxonomy based on common IT categories. We utilize the categories to manage contract pricing. Upon contract award, our Program Management team will work with the you to determine which product categories are applicable to the scope of the contract and which are not. The contract structure is loaded into our internal contractor editor system which will link pricing and products to the associated premium page and contracts within a customer's Account Center.

Additionally, within a customer's Account Center, the Administrator can create customized catalogs that contain specific products. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products.

The Custom Catalogs feature lets the Administrator(s) efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, contracts, or search criteria.

E. 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 offer more than 100,000 brand-name products from over 1,100 leading manufacturers. We carry over \$200 million in inventory, and ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just 3-5 days, far surpassing our competitor's capabilities. Our distribution centers are strategically located in Vernon Hills, IL and North Las Vegas, NV, so we have the capability to deliver a wide array of shipping options that best fit your needs.

We work with UPS, FedEx, CEVA, UPS Freights, Dynamex, and Veterans Messenger service to get you what you need, when you need it. We offer overnight, same day, 2 day, 3 day, and ground shipping options to best meet your needs. On average, we ship up to 39,000 boxes per day.

Our two distribution centers have a combined square footage of almost a million square feet. Every stage of our distribution process is automated, with our custom-designed sorting systems, built to optimize the shipping process. Packed boxes are sorted and weighed onto the conveyor system. Combined, our distribution centers have almost twelve miles of conveyor belts that feed the sorting system. The barcode scanner reads the shipping label and the packed box's correct loading dock is determined. Once the order shipment is ready for loading, a final scan determines the correct truck (for instance, FedEx overnight) and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds. When your package reaches the correct shipping portal, the sorting system drops your package

down a chute that brings your order to the door dock to be loaded onto the correct carrier's truck and then your package is on its way for delivery.

The benefits of our automated distribution systems are that the State of Utah and eligible users will receive the right products, configured to your specifications and ready to use out of the box, and delivered on time.

We can ship most products to US Territories and Outlying Areas, but it is dependent on upon the manufacturer's agreements with those territories.

F. Without describing specific pricing at this time, describe how Participating Agencies are ensure 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.

OMNIA Partners can feel confident with an award to CDW•G. We 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.

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. Once the structure is loaded, no additional manual intervention is needed to maintain it.

As with all of our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager (PM) who will ensure contract deliverables are met as well as maintain the correct contract price. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

CDW·G's discount offering is based on our National Advertised Price, which is a nationally verifiable price list that can be accessible at any point to ensure the pricing seen by users is in compliance with the Master Agreement. The State of Utah's shoppers are able to do an ad hoc audit of the contract offering two ways through Account Center (which is explained in further detail in proceeding sections):

- 1. Shoppers are able to go to specific contracts and download entire price files for a wholistic view of the contract offer and the associated costs.
- 2. Shoppers can also shop and view prices of products within a contract, dynamically over the web and further filter the search based on categories as well as other parameters

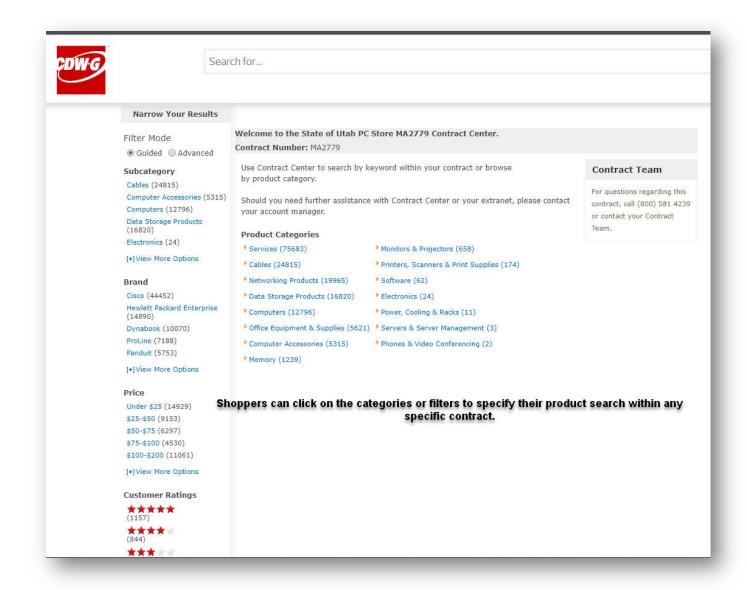
Exhibit A - Download Price Files

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#### CONTRACT PRICE FILE DOWNLOAD Below is a list of all contracts for which you are eligible. Please select the contract you are interested in and click the Request File button. Please note that other users may have requested that file or others already. If that is the case, you will see the status of the existing request. When the status column indicates that the file is ready to be viewed, click the Download button to proceed. Contract name Request Status Download MARKET File is being processed EC America Teaming Agreement File has not been requested PROMARK GSA SCHEDULE File has not been requested SYNNEX GSA SCHEDULE (SLED) File has not been requested CARAHSOFT GSA SCHEDULE File has not been requested ECA AMERICA GSA SCHEDULE File has not been requested Utah HP NVP Data Communications File has not been requested Utah HP Inc NVP Computer Equipment. File has not been requested Utah HP Enterprise NVP Computer Equipment File has not been requested Utah Net Ann NVP Computer Equipment File has not been requested Utah EMC NVP Computer Equipment File has not been requested Utah Panasonic NVP Computer Equipment File has not been requested Microsoft Computer Equipment and Hardware Utah File has not been requested UtahLenovo NVP Computer Equipment File has not been requested Dell Naspo ValuePoint Agreement - Utah File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested State of Utah PC Store MA2779 File has not been requested Utah NVP Software File has not been requested CDW-G GSA Schedule with Professional Services File has not been requested MASAA Lifeboat Distribution File has not been requested CDW-G Teaming Agreement with Betis Group INC File has not been requested

Exhibit B – Dynamic web filtering by contract

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G. In detail, describe the supplier's digital portal and how it differs from competitors.

Your CDW•G customized landing page is a suite of features and information designed to make IT purchases easy. Authorized State of Utah users and administrators will benefit from an easier and more cost-effective method of ordering, tracking, and managing IT purchases under the negotiated Product Purchase Agreement. Administrators will benefit from enhanced product and pricing standardization, purchase approval processes, and asset management.

The CDW•G Customized Website is provided as a value-added service, upon award.

#### Standard Features include:

- Connect with your dedicated account manager and team of specialists.
- Maintain consistent, contract-compliant pricing.

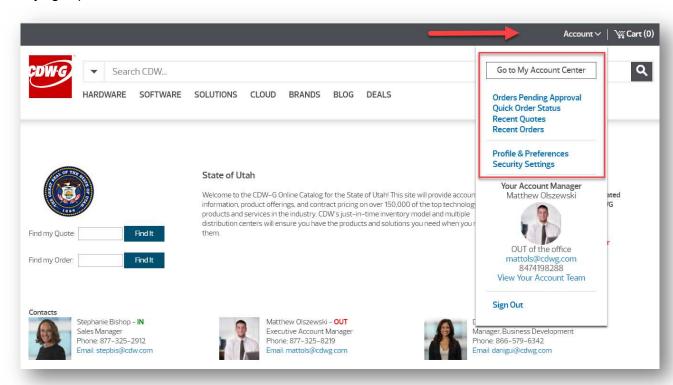
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• Create quotes from your shopping cart and retrieve quotes through collaboration with your account manager.

- Create bundles for easy reordering
- Automate purchase approvals and control rogue purchasing
- Maintain customized catalog(s)
- Promote IT standards.
- Track orders and shipments.
- · Manage purchases and payments.
- Set shipping and billing preferences and manage contact information.
- Control access to features and information throughout your organization.

Unlike our competition, we offer this functionality at no cost to the customer. Our digital marketplace solution includes those features that resonate with the needs of SLED customers such as competitive pricing, free shipping, spend reporting, and account customization. Costs for these features from competitor solutions can exceed \$10,000 annually. When considering best value, this is an incremental fee runs counter the State of Utah's and OMNIA Partners' intention of providing a cost-effective, user-friendly digital marketplace.

Another way we differentiate ourselves is through our flexible and collaborative approach to facilitating customers preferences in our procurement solutions. For instance, we can implement eProcurement integration to accommodate existing customer platforms. Also, if customers require process automation, we can facilitate through API. Many vendor marketplaces are proprietary, making it difficult for customization or integration. Customers are forced to adapt their model to the supplier. Instead, we lead with the customer's model by offering the flexibility to customize their buying experience to one that best fits their needs.



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

We have positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. Due to their excellent record for on-time delivery, extensive service capabilities and competitive pricing, we ship the majority of our products via FedEx and UPS.. Both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truckload (TL) and less than truckload (LTL) carriers for large orders and heavy products. To make sure that our customer's consistently receive reliable delivery services, we constantly monitor our shipping carriers regarding lost packages, damaged packages and overall on-time delivery, making adjustments as needed. If a carrier isn't meeting our service standards, the carrier is not maintained as one of our preferred shippers.

I. Provide available ordering methods – online ordering, order tracking, search options, and order history.

Users benefit from the flexibility we offer regarding order placement. We take pride in offering a variety of procurement methods to suit varied needs and preferences. Regarding the intent of this solicitation, customers can place orders through our online marketplace via the contract Premium Page and their Account Center. Additionally, we are able accommodate user needs regarding alternate methods for order placement.

Orders can be placed via:

- Numerous e-procurement applications including [app relevant to customer (ex: Ariba)]
- Electronic Data Interchange (EDI)
- Email notification
- Phone call to your Account Team
- Purchase Order fax
- API

Once an order is ready for shipment, it is securely packaged to ensure safety through the transit process. It is then loaded on to the appropriate carrier truck, based on SFDC's selected shipping method, and delivered to its final destination.

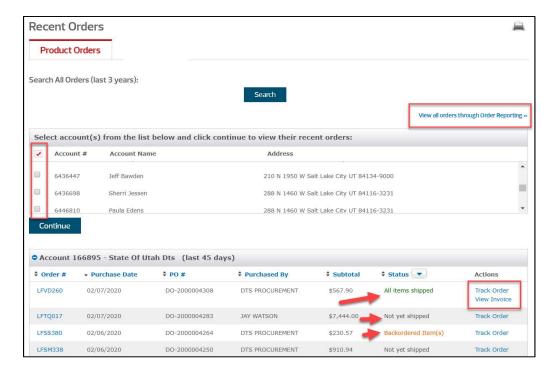
Once an order is placed, the customer receives immediate confirmation via email. Real-time order status information is then available 24 hours a day on the custom procurement portal. The Order Status feature of the site enables customers to sort through orders by status; open, completed, backordered and cancelled. It also provides immediate access to the carrier parcel tracking numbers associated with purchases.

#### Order Center — Track Order Status and Purchase History Instantly

This feature offers a full breadth of tools to track order status, leases, purchasing history and financing options. Original invoices outstanding balances and invoices, credits, adjustments, and/or payments can be printed and viewed. Members can download purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system can automatically save this data in a spreadsheet or database application. Customers can

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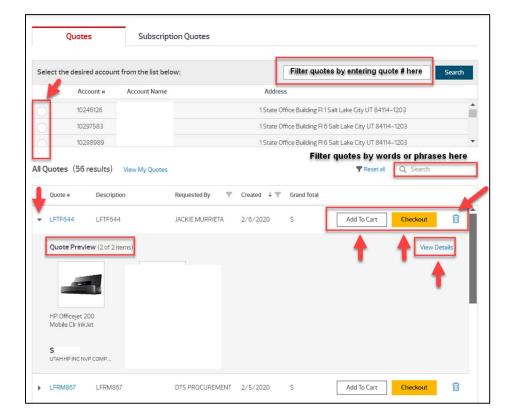
readily search orders, obtain tracking numbers, check shipping status, and request a Return Merchandise Authorization (RMA).



#### Online Quotes — Create, Review, and Place Orders in Minutes

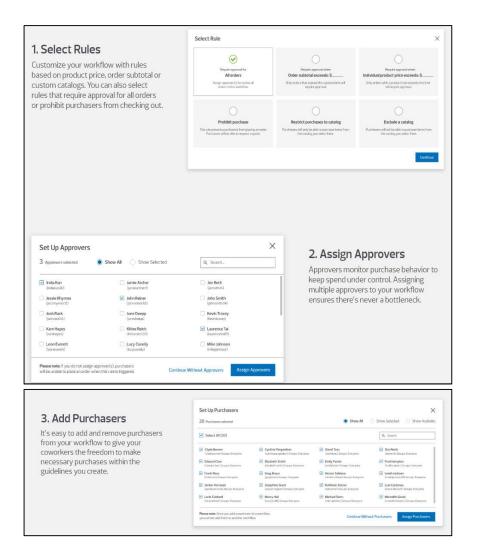
Users can review a quote online, just moments after it is created by their Account Manager. It can be printed, forwarded to colleagues or managers for pre-authorization, or converted to a live order. This feature also allows quote creation right from the users shopping cart, in addition to viewing contracts, volume, and bid pricing online.

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#### **Online Approval System:**

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Activate the Purchase Authorization System (PAS) and Custom Catalogs options to save time. PAS streamlines purchasing using rules-based approvals and workflows. Custom Catalogs define and limit the products that may be purchased. Your Customized Website 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 your company'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 Customized Website.

#### **Consolidate Accounts**

Link two or more CDW•G accounts online and consolidate access to important account information. Account consolidation enables access to multiple billing addresses at checkout, purchase and payment history, and active quotes, as well as order status for two or more related accounts.

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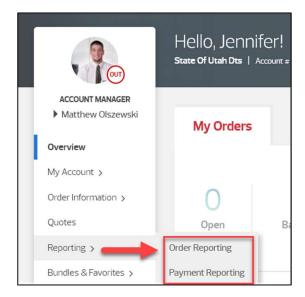
#### **Custom Fields**

Increase your tracking of purchases and consolidate information for easy analysis using the following custom field features:

- Establish custom fields according to accounting guidelines for tracking and reporting.
- Activate one or more custom fields to track purchases at the line item or order level.
- Choices include cost center, department number, accounting code number, and more.
- Information is printed on invoices and becomes part of purchase and account history data.

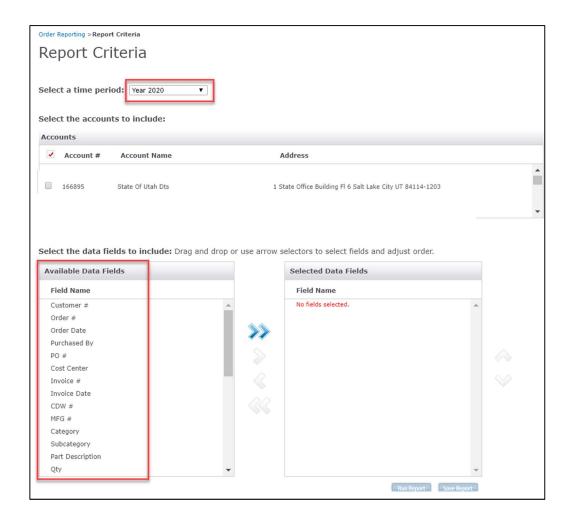
#### **Reporting Capabilities**

CDW•G's dynamic reporting capabilities, including our pivot table feature that enable State of Utah members to manage data and information easily to make more cost-effective decisions.





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#### **Personalized Setup and Support**

CDW•G will set up a Customized Website for State of Utah members, so authorized users can place orders and track the status of orders at any time. The member's dedicated account manager will arrange a demonstration to make sure that users are familiar with its functions and benefits.

J. Provide available payment terms.

Payment terms are Net 30 and credit card.

K. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state any convenience fees, if allowable, per the Visa Operating Regulations.

Payment is accepted via credit card at the time of purchase, which can be made online. There are no convenience fees for using a credit card applied to the customer.

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

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CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in North Las Vegas, NV, ships primarily to customers in the western half of the U.S. Each distribution center serves as backup for the other. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes. In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors: Synnex, Tech Data, and Ingram Micro. Our OEM partners send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

## 3.3 Marketing and Sales

- 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:
  - Executive leadership endorsement and sponsorship of the award as the public sector go-tomarket strategy within first 10 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 for both the State of Utah and 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, Postaward Programs, Capture/Business Development and Pubic 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.

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**Ben Bourbon, VP of Government Sales**, is responsible for providing strategic direction of the sales groups that oversee CDW•G's government business. He leverages his internal and external relationships to further drive the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions across the nation.



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 SLED 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 State'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.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

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

CDW•G's Program Manager, Jumana Dihu, has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. She collaborates with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force. Jumana will work directly with our sales leadership, the State of Utah, 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.

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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:

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 campaigns 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.

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

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 (<u>StateTech</u>) – shown in the graphic on the right, K-12 (<u>EdTech Focus on K-12</u>) and Higher Education (<u>EdTech Focus on Higher Education</u>). To successfully implement a marketing plan, marketers must first know their audience and how to access them, and these publications help access our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and enewsletters 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



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#### 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 the State;
- Samplings of our breadth and depth of industry partnerships
- Contract specifics where customers can find CDW•G delivered solutions and services; a
- Contact details for Account Managers and Field Account Executives

We are able to do the same thing for the State of Utah on this contract and other OMNIA Partners, should you want to.

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Meet the newest member of your technology team:  $CDW \cdot G$ , 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
- · 3D printers
- · Apple branded products
- · Audiovisual equipment and accessories
- · Desktop, office printers and plotters
- · Consumer electronics
- · ID printers
  - · Classroom devices
  - · Uninterruptible power supply (UPS)





















For more details, reach out to your CDW·G account manager:

#### Matt Olszewski

Executive account manager
T: 847.419.8288
E: mattols@cdwg.com

#### **Rick Martinez**

Contract program manager T: 847.371.7182 E: richmar@cdwg.com





**Social Media** CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad, who are 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, <u>CDW's Solutions Blog</u> 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.

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 sale- 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. 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 oneagers, and customer-facing emails.

Upon contract award, 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, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings,

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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 are already committed to attend the OMNIA Partners Regional Connections Event in Philadelphia.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector 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, Public Sector.

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.

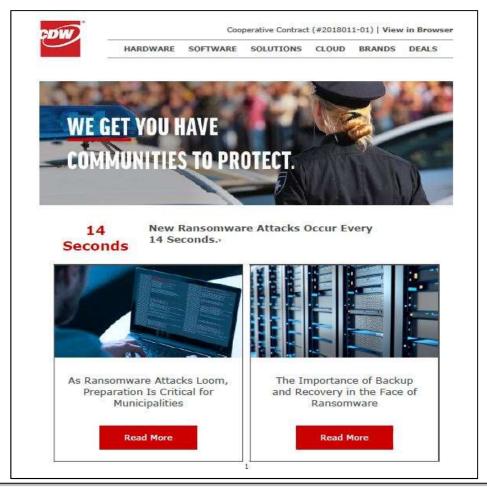
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

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 approached and specific goals/targets for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.

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viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

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- OMNIA Partners, Public Sector 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, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

CDW•G currently hosts a dedicated web-page for our OMNIA agreements <a href="https://www.cdwg.com/omniapartners">www.cdwg.com/omniapartners</a> including all contract documentation, marketing materials, products and pricing and relevant links. Upon award we will create a Premium Page dedicated to the new contract.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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.

As the State of Utah and OMNIA Partners are both well aware, CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (fkna NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (fkna 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, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

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

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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, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector 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

CDW•G confirms we will be proactive in direct sales to Public Agencies nationwide and our initiatives will, at a minimum, communicate points i-iv stated above.

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

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# 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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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, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Manager, Jumana Dihu, will work directly with our sales leadership, the State of Utah, and OMNIA to develop and execute a training program for our sales force. Training content will address all of these elements. 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

• Email: David.hutchins@cdwg.com

Phone: (847) 968-9782

#### ii. Marketing

Name: Lauren Bull

• Title: Senior Program Manager – Field Marketing

Email: lbull@cdw.comPhone: (847) 968-0257

#### iii. Sales

Name: Matthew Olszewski

• Title: Executive Account Manager

Email: mattols@cdwg.comPhone: (312) 419-8288

#### iv. Sales Support

Name: Matthew Olszewski

Title: Executive Account Manager

Email: mattols@cdwg.com

Phone: (312) 419-8288

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#### v. Financial Reporting

Name: Jumana Dihu

Title: Program Manager

Email: jumdihu@cdwg.com

• Phone: (312) 547-2495

#### vi. Accounts Payable

- Name: \*\*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
- Title:
- Email:
- · Phone:

#### vii. Contracts

• Name: Jumana Dihu

Title: Program Manager

Email: jumdihu@cdwg.com

Phone: (312) 547-2495

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 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 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.

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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 Government and Strategic Programs, Ben Bourbon 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 is as simple as walking a few desks over to explain the situation.



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.

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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 it happened 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 where they failed to meet member expectations.

OMNIA can be confident in this contract's level of Executive Sponsorship within CDW•G, as well. Stephanie Bishop, Sales Manager; Tony Sivore, Director of Sales, SLG West; Ben Bourbon, Vice President of Government Sales; and Chris Webb, Director, Capture are all high-level, accessible, points of contact focused on the success of this agreement.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector 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.

Public sector 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 of our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager (PM) who will ensure c 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, CDW•G's Program Manager, Jumana Dihu, will work directly with the State and OMNIA to stand-up all aspects of the new agreement within our system (e.g., member lists,

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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 si 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:

- 1. Collier City Board of Commissioners
- 2. City of Glendale IT
- 3. Kern County High School District
- 4. Board of County Commissioners
- 5. Georgia State University
- 6. Salinas High School District
- 7. City of Mesa
- 8. City of Jacksonville FL
- 9. El Paso County- IT
- 10. San Joaquin General Hospital
- 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.

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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 shoppers 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 the State of Utah 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, such as UNSPSC and contract information. CDW•G can support customers who wish to utilize the State of Utah 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.
- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector 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, Public Sector).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-toexceed 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, Public Sector under the Master Agreement.

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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, Public Sector).

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 the State of Utah and 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 SLED 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 contractual terms.

Subject to applicable law, we represent that under this Agreement we will make reasonable commercial efforts to offer prices that are competitive with the prices offered to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

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# **Attachment G - Exceptions to Terms and Conditions and Signed Forms**

#### ATTACHMENT G



# REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS, PUBLIC SECTOR

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- Exhibit A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
- Exhibit B ADMINISTRATION AGREEMENT, EXAMPLE
- Exhibit D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
- Exhibit E CONTRACT SALES REPORTING TEMPLATE
- Exhibit F FEDERAL FUNDS CERTIFICATIONS
- Exhibit G NEW JERSEY BUSINESS COMPLIANCE
- Exhibit H ADVERTISING COMPLIANCE REQUIREMENT

#### **EXHIBIT A**

#### RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

#### 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners, Public Sector.

#### 1.1 Requirement

The State of Utah (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), is requesting proposals for Online Marketplace. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners, Public Sector's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector's cooperative purchasing program. Registration with OMNIA Partners, Public Sector as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, Public Sector, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners, Public Sector's requirements to market the resulting Master Agreement Requirements for National Cooperative Contract

nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners, Public Sector.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners, Public Sector reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners, Public Sector to make the Master Agreement available to Participating Procurement Agencies.

#### 1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners, Public Sector intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners, Public Sector marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners, Public Sector sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service

- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners, Public Sector contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners, Public Sector Administration Agreement (Exhibit B).

#### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice

requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

#### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners, Public Sector's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

#### 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners, Public Sector designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

#### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing

customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners, Public Sector and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

#### 2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

#### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

#### 3.0 SUPPLIER RESPONSE

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, Public Sector.

#### 3.1 Company

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.

- G. 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.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- 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.
- L. Describe any debarment or suspension actions taken against supplier

#### 3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier; pricing is only to be provided in the cost proposal.
- B. Provide details of any minimum order requirements, free goods program, and any other general offers or requirements (excluding information specific to price).
- C. In detail, describe any and all compliance and reporting methods that can be utilized by participating agencies to include available digital analytics.
- D. In detail, describe any and all abilities that both the supplier and the participating agency can restrict items as needed. Include any ability for agencies to select available categories.
- E. 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.
- F. Without describing specific pricing at this time, describe how Participating Agencies are ensure 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.
- G. In detail, describe the supplier's digital portal and how it differs from competitors.
- H. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- I. Provide available ordering methods online ordering, order tracking, search options, and order history.
- J. Provide available payment terms.
- K. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state any convenience fees, if allowable, per the Visa Operating Regulations.
- L. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

#### 3.3 Marketing and Sales

- 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, Public Sector team within first 90 days
- 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
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners, Public Sector 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
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In Requirements for National Cooperative Contract

- addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
  - OMNIA Partners, Public Sector 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, Public Sector's website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners, Public Sector
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.
- 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, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector 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
- 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, Public Sector
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - 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.
- I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.
- 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 setup, timely contract administration, etc.
- 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.
- 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.
- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector 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.

- 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, Public Sector).
  - 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, Public Sector 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, Public Sector).
  - 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.

# EXHIBIT B ADMINISTRATION AGREEMENT, EXAMPLE

#### **ADMINISTRATION AGREEMENT**

THIS AD	MINISTRA	ATION A	GREEM	IENT (t	this "Agreen	ment") is	made th	is da	y of
20, t	etween Na	tional Inte	ergovern	mental	Purchasing	Alliance	Compan	y, a Dela	ware
corporation d/b/a	a OMNIA	Partners,	Public	Sector	("OMNIA	Partners,	Public	Sector"),	and
	CDW	Governm	ent LLC		("Suppl	ier").			

#### **RECITALS**

WHEREAS, the	_ (the "Principal Procurement	Agency") has entered
into a Master Agreement effective	, Agreement No	, by and between the
Principal Procurement Agency and Supplier, (as	s may be amended from time	to time in accordance
with the terms thereof, the "Master Agreement"	), as attached hereto as Exhib	oit A and incorporated
herein by reference as though fully set forth he	rein, for the purchase of	
(the "Product");	_	

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register

(either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as <u>Exhibit B</u>) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

- **WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;
- **WHEREAS**, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;
- **WHEREAS**, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and
- **WHEREAS**, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.
- **NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

#### **DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

#### TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

- 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
- 6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
- 7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each Party ("Indemnifying Party") shall defend the other Party and the other Party's officers, directors and employees (each, an "Indemnified Party") from and against any claims, demands, actions, lawsuits, and proceedings asserted or made against the Indemnified Party (each, a "Claim") and shall indemnify and hold harmless the Indemnified Party from and against any loss, damage, cost, and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or included as part of a final settlement to the extent that the Claim is proximately caused by the gross negligence or willful misconduct of the Indemnifying Party during the performance of the Services and that the Claim arises either from an action brought by an unaffiliated third party for death or personal physical injury, or from damage to tangible personal property suffered or incurred by the Indemnified Party. Claims do not include any damages or liability that are otherwise excluded from this Agreement or that arise from the Product(s) or software or from the data processed thereby. The obligation of the Indemnifying Party under this Section is contingent upon the Indemnified Party providing the Indemnifying Party with: (i) sole authority in any Claim's defense or settlement; (ii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense; and (iii) prompt written notice of and description of each Claim; provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party. NEITHER PARTY, ITS AFFILIATES OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL

DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTORSUPPLIER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY STATETHE PARTICIPATING PUBLIC AGENCY FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$1,000,000 OVER THE ENTIRE TERM OF THE AGREEMENT.

#### TERM OF AGREEMENT; TERMINATION

- 8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 8 and 12–14 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.
- 9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

#### NATIONAL PROMOTION

- 10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (<a href="www.omniapartners.com/publicsector">www.omniapartners.com/publicsector</a>), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such

terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

#### ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three—one and one half percent (31.5%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the <u>10<sup>th</sup>-30<sup>th</sup></u> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in <a href="Exhibit D">Exhibit D</a>. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a singed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole

right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

#### **GENERAL PROVISIONS**

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.
- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.
  - A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector Attn: President 840 Crescent Centre Drive Suite 600 Franklin, TN 37067

В.	Supplier:	
		Requirements for National Cooperative Contract
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- 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

CDW GOVERNMENT LLC	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR
Signature	Signature
	Sarah Vavra
Name	Name
	Sr. Vice President, Public Sector
	Contracting
Title	Title
Date	Date

#### **EXHIBIT C**

## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

#### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "OMNIA Partners, Public Sector") to be appended and made a part hereof and such other public agencies ("Participating Public Agencies") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "OMNIA Partners Parties") by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

#### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "<u>Master Agreements</u>" (herein so called) to provide a variety of goods, products and services ("<u>Products</u>") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA 10. PARTNERS **PARTIES EXPRESSLY DISCLAIM** ALL EXPRESS OR **IMPLIED** REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS

#### PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

- This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES
Authorized Signature	Signature Sarah É. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title

Date

Date

#### **EXHIBIT D**

#### PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

#### PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
I hereby acknowledge, in my capacity as of and on behalf of [NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.
I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.
Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]
Signature
Name
Title
Date

#### **EXHIBIT E**

#### CONTRACT SALES REPORTING TEMPLATE

О	MNIA PAI	RTNE	RS, PU	JBLIC SEC	TOR EXHIBIT	S			
EXHIE	BIT C - CO	NTR	ACT S	ALES REP	ORTING TEMP	PLATE			
				•	osoft Excel form				
OMNIA Partn		lic S	ecto	r Contra	ct Sales Mo	nthly Report			
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:									
Phone:									
Email:									
Dadinia dia akaran Nasa	A d d	Oit.	01-1-	7:- 0-4-	Participating Agency # {Assigned by OMNIA	Transaction Date	Contract	Admin	Admir
Participating Agency Name	Address	City	State	Zip Code	Partners, Public Sector and provided to Supplier}	(Date of Sale)	Sales for Month (\$)	Fee %	Fee \$
						Report Totals			
						Cumulative Contract Sales			

#### **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 \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micropurchase.)

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

Pursuant to Federal Rule (A) above, when 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.

party.		
Does offeror agree? YES	Stephanis Santander	Initials of Authorized Representative of offeror
	for convenience by the grantee or subgranent. (All contracts in excess of \$10,000)	antee including the manner by which it will be
to immediately terminate any agree		ral funds, the Participating Agency reserves the right his procurement process in the event of a breach or
Does offeror agree? YES	Staphania Santandar	Initials of Authorized Representative of offeror
(C) Equal Employment Opportu	nity. Except as otherwise provided undo	er 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 <u>Stephanie Santander</u> 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.

Initials of Authorized Representative of offeror

Stephanie Santander

Does offeror agree? YES

(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	Stephanie Santander	Initials of Authorized Representative of offero

(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_	Stephanie Santander	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 <u>Stephanic Santander</u> 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 <u>Staphanis Santander</u> 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does offeror agree? YES \_\_\_\_\_Stephanie Santander \_\_\_\_\_Initials of Authorized Representative of offeror RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

RECORD RETEINTION 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 <u>Stephanic Santander</u> 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? YESStephanis SantanderInitials 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 Stephanic Santander 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 <u>Stephanie Santander</u> 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 <u>Staphania Santandar</u> 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: <u>230 N. Milwaukee Ave., Vernon Hills, IL</u> <u>60061</u>
Phone Number: 312 547 2516 Fax Number: 847 465 6800
Printed Name and Title of Authorized Representative: Stephanie Santander, Director, Program Sales  cailfil@cdw.com  Email Address:
Signature of Authorized Representative: Stephanic Santander

#### **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 statues. 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, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
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

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.

#### DOC #1

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

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

Company Name: CDW Gover	ment LLC		
Street: 230 N. Milwaukee Ave	•,		
City, State, Zip Code: Vernon	Hills, IL 60061		
Complete as appropriate:			
I	, certify that I c	am the sole owner of	
	, certify that I c, that there are no p	eartners and the business is not	
incorporated, and the provision	s of N.J.S. 52:25-24.2 do not app	ply.	
_	OR:		
	, a partner in_	, do hereby own a 10% or greater interest therein. I	
certify that the following is a lis	t of all individual partners who o	wn a 10% or greater interest therein. I	
		orporation or partnership, there is also set or more of that corporation's stock or the	
	of the stockholaers holaing 10% of or greater interest in that partne		
inaiviauai pariners owning 10%	oor greater tinterest in that partie OR:	ersnip.	
IStephanie Santander CDW Government LLC		, an authorized representative of on, do hereby certify that the following is a	
list of the names and addresses	of all stockholders in the corpora	ution who own 10% or more of its stock of	
		olders is itself a corporation or partnership,	
		olders holding 10% or more of the	
corporation's stock or the indiv	idual partners owning a 10% or g	greater interest in that partnership.	
(Note: If there are no partners	s or stockholders owning 10% o	or more interest, indicate none.)	
Name	Address	Interest	
none			
	_		
I further certify that the stateme my knowledge and belief.	nts and information contained he	erein, are complete and correct to the best o	f
2/11/2020	Stephanie	Santander Director, Program Sales	
Date	,	Authorized Signature and Title	

#### DOC #2

#### NON-COLLUSION AFFIDAVIT

Company Name: _CDW Government LLC	
Street:230 N. Milwaukee Ave	
City, State, Zip Code:Vernon Hills, IL 60061_	
State ofIllinois	
County of:Lake	
I, <u>Stephanie Santander</u> of the Vernon Name	Hills
	·
in the County of Lake, State of _	Illinois
of full age, being duly sworn according to law on	n my oath depose and say that:
I am theDirector, Program Sales_of the firm o	f CDW Government LLC
Title	Company Name
any action in restraint of free, competitive bidding all statements contained in said proposal and in th full knowledge that relies upon the truth of the statements contained in this affidavit in awarding th work.	is affidavit are true and correct, and made with atements contained in said proposal and in the
I further warrant that no person or selling agency h such contract upon an agreement or understanding contingent fee, except bona fide employees or bona maintained by	ng for a commission, percentage, brokerage or
CDW Government LLC Company Name	Stepha <u>nie Santander Director, Program Sale</u> s Authorized Signature & Title
Subscribed and sworn before me	
this11 day ofFebruary	"OFFICIAL SEAL" CAILEE FILKIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 07/20/2022
Notary Public of State of Illinois	E
My commission expires 7/20 . 20	7.7.

SEAL

#### DOC #3

# 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) <u>Vendors must submit with proposal:</u>
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their <u>Certificate of Employee Information Report</u> OR
3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>
<u>Public Work – Over \$50,000 Total Project Cost:</u>
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.
2/11/2020 Stephanie Santander Director, Program Sales  Date Stephanie Santander Director, Program Sales

#### DOC #3, continued

#### 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 it 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

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 <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. 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 <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html</a>). 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.

#### DOC #4, continued

#### 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:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o 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 <u>N.J.S.A.</u> 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."

### DOC #4, continued

### 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.

Vendor Na	/endor Information ame: CDW Go	overnment LLC		
Address:	230. N. Milwa			
City:	Vernon Hills	State: IL	Zip: 60061	
ompliance ecompanyi	with the provisions o	f <u>N.J.S.A.</u> 19:44A-20.2	fies that the submission pro	
ohanis Sa ignature	псанаст Ѕсерпа	nie Santander Directo Printed Name	Title	
			ution Disclosur	
political c	ontributions (more t		A-20.26 this disclosure n cycle) over the 12 month the form provided by the	ns prior to submission
			<u> </u>	
		provided in electronic for	rm	Dollon A mount
	here if disclosure is p	provided in electronic for Recipient N	rm	Dollar Amount
			rm	Dollar Amount
			rm	

#### DOC #4, continued

# 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 Clerk Sheriff

{County Executive} Surrogate

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.

### DOC #5

### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:	
	ins the names and home addresses of all stockholders ed and outstanding stock of the undersigned.
I certify that no one stockholder the undersigned.	owns 10% or more of the issued and outstanding stock of
Check the box that represents the typ	e of business organization:
Partnership Corpor	ation Sole Proprietorship
Limited Partnership	d Liability Corporation Limited Liability Partnership
Subchapter S Corporation	
Sign and notarize the form below, and	, if necessary, complete the stockholder list below.
Stockholders:	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this _11 day of _1 2020	(Affiant)
(Notary Public)  "OFFICIAL SEA CAILEE FILKIN NOTARY PUBLIC, STATE OF MY COMMISSION EXPIRES OF	Stephanie Santander Director Program Sales (Print name & title of affiant)

(Corporate Seal)

#### DOC #6

#### 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

<b>Ouote</b>	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.

subsi in Ira must non-i	act must complete the certification below to attest, under idiaries, or affiliates, is identified on the Department of Trun. The Chapter 25 list is found on the Division's websit review this list prior to completing the below certification responsive. If the Director finds a person or entity to be	nat submits a bid or proposal or otherwise proposes to enter into or rerer penalty of perjury, that neither the person or entity, nor any of its pareasury's Chapter 25 list as a person or entity engaging in investment act site at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Bid ion. Failure to complete the certification will render a bidder's proper in violation of law, s/he shall take action as may be appropriate and programming sanctions, seeking compliance, recovering damages, declaring the pareasure.	rents, tivities idders posal ovided
PLEAS	SE CHECK THE APPROPRIATE BOX:		
	subsidiaries, or affiliates is <u>listed</u> on the N.J. Depart activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter	hat neither the bidder listed above nor any of the bidder's partment of the Treasury"s list of entities determined to be engaged in probrems 25 List"). I further certify that I am the person listed above, or I am an observed to make this certification on its behalf. I will skip Part 2 and sign	nibited officer
	OR		
	the Department's Chapter 25 list. I will provide a d	r and/or one or more of its parents, subsidiaries, or affiliates is listed letailed, accurate and precise description of the activities in Part 2 to Failure to provide such will result in the proposal being rendered as actions will be assessed as provided by law.	below
		ent activities in Iran outlined above by completing the boxes below.	
Na	ROUGH ANSWERS TO EACH QUESTION. IF YOU NE	MATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE EED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITION BUTTON.  Relationship to Bidder/Offeror	
Na De	ROUGH ANSWERS TO EACH QUESTION. IF YOU NE ACTIVITION  ame escription of Activities	Relationship to Bidder/Offeror	
Na De	ROUGH ANSWERS TO EACH QUESTION. IF YOU NE ACTIVITY  ame  escription of Activities  uration of Engagement Ar	Relationship to Bidder/Offeror  nticipated Cessation Date	
Na De	ROUGH ANSWERS TO EACH QUESTION. IF YOU NE ACTIVITION  ame escription of Activities	Relationship to Bidder/Offeror	
Na De	ROUGH ANSWERS TO EACH QUESTION. IF YOU NE ACTIVITY  ame  escription of Activities  uration of Engagement Ar	Relationship to Bidder/Offeror  nticipated Cessation Date	
Na De Du Bio Certifica my know acknowled bioligatic answers this cert my agree	ame  escription of Activities  aration of Engagement Aradder/Offeror Contact Name  ADD AN ADDITIONAL ACTIVITIES ENTRY  ation: I, being duly sworn upon my oath, hereby represent wledge are true and complete. I attest that I am authorized ledge that the State of New Jersey is relying on the info on from the date of this certification through the completions of information contained herein. I acknowledge that I am tification, and if I do so, I recognize that I am subject to criement(s) with the State of New Jersey and that the State	Relationship to Bidder/Offeror  Contact Phone Number  and state that the foregoing information and any attachments thereto to the dot o execute this certification on behalf of the above-referenced person or ormation contained herein and thereby acknowledge that I am under a coon of any contracts with the State to notify the State in writing of any change aware that it is a criminal offense to make a false statement or misrepresent iminal prosecution under the law and that it will also constitute a material by at its option may declare any contract(s) resulting from this certification or the state in may be at its option may declare any contract(s) resulting from this certification or the state in may be at its option may declare any contract(s) resulting from this certification or the state in the st	e best of r entity. I ontinuing es to the ntation in oreach of
Na De Du Bio Certifica my know acknow obligativa answers this cert my agre unenfor	ame  escription of Activities  aration of Engagement Aradder/Offeror Contact Name  ADD AN ADDITIONAL ACTIVITIES ENTRY  ation: I, being duly sworn upon my oath, hereby represent wledge are true and complete. I attest that I am authorized ledge that the State of New Jersey is relying on the info on from the date of this certification through the completions of information contained herein. I acknowledge that I am tification, and if I do so, I recognize that I am subject to criement(s) with the State of New Jersey and that the State	Relationship to Bidder/Offeror  Contact Phone Number  and state that the foregoing information and any attachments thereto to the dot o execute this certification on behalf of the above-referenced person or behalf or contained herein and thereby acknowledge that I am under a coor of any contracts with the State to notify the State in writing of any change aware that it is a criminal offense to make a false statement or misrepresent iminal prosecution under the law and that it will also constitute a material by	e best of r entity. I ontinuing es to the ntation in oreach of
Na De Du Bio Certifica my know acknow obligativa answers this cert my agre unenfor	ame  escription of Activities  aration of Engagement Aration: I, being duly sworn upon my oath, hereby represent wledge are true and complete. I attest that I am authorized ledge that the State of New Jersey is relying on the info on from the date of this certification through the completions of information contained herein. I acknowledge that I am subject to cried the state of New Jersey and that the State of New Jersey and State o	Relationship to Bidder/Offeror  Contact Phone Number  and state that the foregoing information and any attachments thereto to the dot o execute this certification on behalf of the above-referenced person or ormation contained herein and thereby acknowledge that I am under a coon of any contracts with the State to notify the State in writing of any change aware that it is a criminal offense to make a false statement or misrepresent iminal prosecution under the law and that it will also constitute a material by at its option may declare any contract(s) resulting from this certification or the state in may be at its option may declare any contract(s) resulting from this certification or the state in may be at its option may declare any contract(s) resulting from this certification or the state in the st	e best of r entity. I ontinuing es to the ntation in oreach of

#### 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.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

# New Jersey Business Registration Certification



# 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:** February 12, 2020

For Office Use Only: 20200212013251978

#### **EXHIBIT H**

### ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

#### Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at <a href="http://www.usa.gov/Agencies/State">http://www.usa.gov/Agencies/State</a> and <a href="https://www.usa.gov/local-governments">Territories.shtml</a> and <a href="https://www.usa.gov/local-governments">https://www.usa.gov/local-governments</a>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS	CITY OF KENNER, LA
INCLUDING BUT NOT LIMITED TO:	CITY OF LA GRANDE, OR
BAKER CITY GOLF COURSE, OR	CITY OF LAFAYETTE, LA
CITY OF ADAIR VILLAGE, OR	CITY OF LAKE CHARLES, OR
CITY OF ASHLAND, OR	CITY OF LEBANON, OR
CITY OF AUMSVILLE, OR	CITY OF MCMINNVILLE, OR
CITY OF AURORA, OR	CITY OF MEDFORD, OR
CITY OF BAKER, OR	CITY OF METAIRIE, LA
CITY OF BATON ROUGE, LA	CITY OF MILL CITY, OR
CITY OF BEAVERTON, OR	CITY OF MILWAUKIE, OR
CITY OF BEND, OR	CITY OF MONROE, LA
CITY OF BOARDMAN, OR	CITY OF MOSIER, OR
CITY OF BONANAZA, OR	CITY OF NEW ORLEANS, LA
CITY OF BOSSIER CITY, LA	CITY OF NORTH PLAINS, OR
CITY OF BROOKINGS, OR	CITY OF OREGON CITY, OR
CITY OF BURNS, OR	CITY OF PILOT ROCK, OR
CITY OF CANBY, OR	CITY OF PORTLAND, OR
CITY OF CANYONVILLE, OR	CITY OF POWERS, OR
CITY OF CLATSKANIE, OR	CITY OF PRINEVILLE, OR
CITY OF COBURG, OR	CITY OF REDMOND, OR
CITY OF CONDON, OR	CITY OF REEDSPORT, OR
CITY OF COQUILLE, OR	CITY OF RIDDLE, OR
CITY OF CORVALLI, OR	CITY OF ROGUE RIVER, OR
CITY OF CORVALLIS PARKS AND RECREATION	CITY OF ROSEBURG, OR
DEPARTMENT, OR	CITY OF SALEM, OR
CITY OF COTTAGE GROVE, OR	CITY OF SANDY, OR
CITY OF DONALD, OR	CITY OF SCAPPOOSE, OR
CITY OF EUGENE, OR	CITY OF SHADY COVE, OR
CITY OF FOREST GROVE, OR	CITY OF SHERWOOD, OR
CITY OF GOLD HILL, OR	CITY OF SHREVEPORT, LA
CITY OF GRANTS PASS, OR	CITY OF SILVERTON, OR
CITY OF GRESHAM, OR	CITY OF SPRINGFIELD, OR
CITY OF HILLSBORO, OR	CITY OF ST. HELENS, OR
CITY OF INDEPENDENCE, OR	CITY OF ST. PAUL, OR
CITY AND COUNTY OF HONOLULU, HI	CITY OF SULPHUR, LA

CITY OF TIGARD, OR ENOCH, UT CITY OF TROUTDALE, OR ENTERPRISE, UT CITY OF TUALATIN, OR EPHRAIM, UT CITY OF WALKER, LA ESCALANTE, UT CITY OF WARRENTON, OR EUREKA, UT FAIRFIELD, UT CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR FAIRVIEW, UT CITY OF WINSTON, OR FARMINGTON, UT CITY OF WOODBURN, OR FARR WEST, UT LEAGUE OF OREGON CITES FAYETTE, UT THE CITY OF HAPPY VALLEY OREGON FERRON, UT ALPINE, UT FIELDING, UT ALTA, UT FILLMORE, UT ALTAMONT, UT FOUNTAIN GREEN, UT ALTON, UT FRANCIS, UT AMALGA, UT FRUIT HEIGHTS, UT AMERICAN FORK CITY, UT GARDEN CITY, UT ANNABELLA, UT GARLAND, UT ANTIMONY, UT GENOLA, UT APPLE VALLEY, UT GLENDALE, UT AURORA, UT GLENWOOD, UT GOSHEN, UT BALLARD, UT BEAR RIVER CITY, UT GRANTSVILLE, UT BEAVER, UT GREEN RIVER, UT BICKNELL, UT GUNNISON, UT BIG WATER, UT HANKSVILLE, UT HARRISVILLE, UT BLANDING, UT BLUFFDALE, UT HATCH, UT HEBER CITY CORPORATION, UT BOULDER, UT CITY OF BOUNTIFUL, UT HELPER, UT BRIAN HEAD, UT HENEFER, UT BRIGHAM CITY CORPORATION, UT HENRIEVILLE, UT BRYCE CANYON CITY, UT HERRIMAN, UT CANNONVILLE, UT HIDEOUT, UT CASTLE DALE, UT HIGHLAND, UT CASTLE VALLEY, UT HILDALE, UT CITY OF CEDAR CITY, UT HINCKLEY, UT CEDAR FORT, UT HOLDEN, UT CITY OF CEDAR HILLS, UT HOLLADAY, UT CENTERFIELD, UT HONEYVILLE, UT CENTERVILLE CITY CORPORATION, UT HOOPER, UT CENTRAL VALLEY, UT HOWELL, UT CHARLESTON, UT HUNTINGTON, UT CIRCLEVILLE, UT HUNTSVILLE, UT CLARKSTON, UT CITY OF HURRICANE, UT HYDE PARK, UT CLAWSON, UT HYRUM, UT CLEARFIELD, UT CLEVELAND, UT INDEPENDENCE, UT CLINTON CITY CORPORATION, UT IVINS, UT JOSEPH, UT

COALVILLE, UT CORINNE, UT

COTTONWOOD HEIGHTS, UT

DANIEL, UT DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT

ELWOOD, UT EMERY, UT

CORNISH, UT

JUNCTION, UT KAMAS, UT KANAB, UT KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT

LEHI CITY CORPORATION, UT

LEVAN, UT

LEEDS, UT

LEWISTON, UT RIVERTON CITY, UT LINDON, UT ROCKVILLE, UT LOA, UT ROCKY RIDGE, UT LOGAN CITY, UT ROOSEVELT CITY CORPORATION, UT LYMAN, UT ROY, UT LYNNDYL, UT RUSH VALLEY, UT MANILA, UT CITY OF ST. GEORGE, UT MANTI. UT SALEM, UT MANTUA, UT SALINA, UT MAPLETON, UT SALT LAKE CITY CORPORATION, UT MARRIOTT-SLATERVILLE, UT SANDY, UT MARYSVALE, UT SANTA CLARA, UT MAYFIELD, UT SANTAQUIN, UT MEADOW, UT SARATOGA SPRINGS, UT MENDON, UT SCIPIO, UT MIDVALE CITY INC., UT SCOFIELD, UT SIGURD, UT MIDWAY, UT SMITHFIELD, UT MILFORD, UT MILLVILLE, UT SNOWVILLE, UT MINERSVILLE, UT CITY OF SOUTH JORDAN, UT MOAB, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT MONA, UT MONROE, UT SOUTH WEBER, UT CITY OF MONTICELLO, UT SPANISH FORK, UT MORGAN, UT SPRING CITY, UT MORONI, UT SPRINGDALE, UT MOUNT PLEASANT, UT SPRINGVILLE, UT MURRAY CITY CORPORATION, UT STERLING, UT MYTON, UT STOCKTON, UT NAPLES, UT SUNNYSIDE, UT NEPHI, UT SUNSET CITY CORP, UT NEW HARMONY, UT SYRACUSE, UT NEWTON, UT TABIONA, UT NIBLEY, UT CITY OF TAYLORSVILLE, UT NORTH LOGAN, UT TOOELE CITY CORPORATION, UT NORTH OGDEN, UT TOQUERVILLE, UT NORTH SALT LAKE CITY, UT TORREY, UT OAK CITY, UT TREMONTON CITY, UT TRENTON, UT OAKLEY, UT OGDEN CITY CORPORATION, UT TROPIC, UT

OGDEN CITY CORPOOPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT

PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT

RICHFIELD, UT RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT

REDMOND, UT

TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT

WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT

WILLARD, UT

WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT** 

**LIMITED TO:** 

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT WALLOWA COUNTY, OR CADDO PARISH, LA WASCO COUNTY, OR CALCASIEU PARISH, LA WASHINGTON COUNTY, OR CALCASIEU PARISH SHERIFF'S OFFICE, LA WEST BATON ROUGE PARISH, LA CITY AND COUNTY OF HONOLULU, HI WHEELER COUNTY, OR CLACKAMAS COUNTY, OR YAMHILL COUNTY, OR CLACKAMAS COUNTY DEPT OF TRANSPORTATION. COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT CLATSOP COUNTY, OR COUNTY OF RICH, UT COLUMBIA COUNTY, OR COUNTY OF WEBER, UT COOS COUNTY, OR COUNTY OF MORGAN, UT COOS COUNTY HIGHWAY DEPARTMENT, OR COUNTY OF DAVIS, UT COUNTY OF HAWAII, OR COUNTY OF SUMMIT, UT CROOK COUNTY, OR COUNTY OF DAGGETT, UT CROOK COUNTY ROAD DEPARTMENT, OR COUNTY OF SALT LAKE, UT CURRY COUNTY, OR COUNTY OF TOOELE, UT DESCHUTES COUNTY, OR COUNTY OF UTAH, UT DOUGLAS COUNTY, OR COUNTY OF WASATCH, UT EAST BATON ROUGE PARISH, LA COUNTY OF DUCHESNE, UT GILLIAM COUNTY, OR COUNTY OF UINTAH, UT GRANT COUNTY, OR COUNTY OF CARBON, UT HARNEY COUNTY, OR COUNTY OF SANPETE, UT HARNEY COUNTY SHERIFFS OFFICE, OR COUNTY OF JUAB, UT HAWAII COUNTY, HI COUNTY OF MILLARD, UT HOOD RIVER COUNTY, OR COUNTY OF SEVIER, UT COUNTY OF EMERY, UT JACKSON COUNTY, OR JEFFERSON COUNTY, OR COUNTY OF GRAND, UT JEFFERSON PARISH, LA COUNTY OF BEVER, UT JOSEPHINE COUNTY GOVERNMENT, OR COUNTY OF PIUTE, UT LAFAYETTE CONSOLIDATED GOVERNMENT, LA COUNTY OF WAYNE, UT LAFAYETTE PARISH, LA COUNTY OF SAN JUAN, UT LAFAYETTE PARISH CONVENTION & VISITORS COUNTY OF GARFIELD, UT COMMISSION COUNTY OF KANE, UT LAFOURCHE PARISH, LA COUNTY OF IRON, UT KAUAI COUNTY, HI COUNTY OF WASHINGTON, UT KLAMATH COUNTY, OR OTHER AGENCIES INCLUDING ASSOCIATIONS, LAKE COUNTY, OR BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, LANE COUNTY, OR PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT LINCOLN COUNTY, OR AUTHORITIES, RESERVATIONS AND UTILITIES LINN COUNTY, OR **INCLUDING BUT NOT LIMITED TO:** LIVINGSTON PARISH, LA ADAIR R.F.P.D., OR MALHEUR COUNTY, OR MAUI COUNTY, HI ADEL WATER IMPROVEMENT DISTRICT, OR MARION COUNTY, SALEM, OR ADRIAN R.F.P.D., OR AGNESS COMMUNITY LIBRARY, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR AGNESS-ILLAHE R.F.P.D., OR MULTNOMAH COUNTY BUSINESS AND AGRICULTURE EDUCATION SERVICE EXTENSION COMMUNITY SERVICES, OR DISTRICT, OR MULTNOMAH COUNTY SHERIFFS OFFICE, OR ALDER CREEK-BARLOW WATER DISTRICT NO. 29, MULTNOMAH LAW LIBRARY, OR ORLEANS PARISH, LA ALFALFA FIRE DISTRICT, OR PLAQUEMINES PARISH, LA ALSEA R.F.P.D., OR ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, POLK COUNTY, OR RAPIDES PARISH, LA SAINT CHARLES PARISH, LA AMITY FIRE DISTRICT, OR ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR APPLEGATE VALLEY R.F.P.D. #9, OR

> Requirements for National Cooperative Contract Page 44 of 55

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,

ATHENA CEMETERY MAINTENANCE DISTRICT, OR

ARCH CAPE SANITARY DISTRICT, OR

ASH CREEK WATER CONTROL DISTRICT, OR

ARNOLD IRRIGATION DISTRICT, OR

TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR

UMATILLA COUNTY, OR

UNION COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR

BORING WATER DISTRICT #24, OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR BOULDER CREEK RETREAT SPECIAL ROAD AZALEA R.F.P.D., OR DISTRICT, OR BADGER IMPROVEMENT DISTRICT, OR BRIDGE R.F.P.D., OR BAILEY-SPENCER R.F.P.D., OR BROOKS COMMUNITY SERVICE DISTRICT, OR BAKER COUNTY LIBRARY DISTRICT, OR BROWNSVILLE R.F.P.D., OR BUELL-RED PRAIRIE WATER DISTRICT, OR BAKER R.F.P.D., OR BAKER RIVERTON ROAD DISTRICT, OR BUNKER HILL R.F.P.D. #1. OR BAKER VALLEY IRRIGATION DISTRICT, OR BUNKER HILL SANITARY DISTRICT, OR BAKER VALLEY S.W.C.D., OR BURLINGTON WATER DISTRICT, OR BAKER VALLEY VECTOR CONTROL DISTRICT, OR BURNT RIVER IRRIGATION DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT, BURNT RIVER S.W.C.D., OR CALAPOOIA R.F.P.D., OR BANDON R.F.P.D., OR CAMAS VALLEY R.F.P.D., OR BANKS FIRE DISTRICT, OR CAMELLIA PARK SANITARY DISTRICT, OR BANKS FIRE DISTRICT #13, OR CAMMANN ROAD DISTRICT, OR BAR L RANCH ROAD DISTRICT, OR CAMP SHERMAN ROAD DISTRICT, OR BARLOW WATER IMPROVEMENT DISTRICT, OR CANBY AREA TRANSIT, OR BASIN AMBULANCE SERVICE DISTRICT, OR CANBY R.F.P.D. #62, OR BASIN TRANSIT SERVICE TRANSPORTATION CANBY UTILITY BOARD, OR CANNON BEACH R.F.P.D., OR DISTRICT, OR BATON ROUGE WATER COMPANY CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR BAY AREA HEALTH DISTRICT, OR CAPE FERRELO R.F.P.D., OR BAYSHORE SPECIAL ROAD DISTRICT, OR CAPE FOULWEATHER SANITARY DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR CARMEL BEACH WATER DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, CASCADE VIEW ESTATES TRACT 2, OR INC.. OR CEDAR CREST SPECIAL ROAD DISTRICT, OR BEAVER SLOUGH DRAINAGE DISTRICT, OR CEDAR TRAILS SPECIAL ROAD DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR BEAVER WATER DISTRICT, OR CENTRAL CASCADES FIRE AND EMS, OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA DISTRICT, OR CENTRAL LINCOLN P.U.D., OR BEND METRO PARK AND RECREATION DISTRICT CENTRAL OREGON COAST FIRE & RESCUE BENTON S.W.C.D., OR DISTRICT, OR BERNDT SUBDIVISION WATER IMPROVEMENT CENTRAL OREGON INTERGOVERNMENTAL DISTRICT, OR **COUNCIL** BEVERLY BEACH WATER DISTRICT, OR CENTRAL OREGON IRRIGATION DISTRICT, OR BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, CHAPARRAL WATER CONTROL DISTRICT, OR CHARLESTON FIRE DISTRICT, OR BIG BEND IRRIGATION DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR BIGGS SERVICE DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE CHEHALEM PARK & RECREATION DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT SERVICES, OR BLACK BUTTE RANCH R.F.P.D., OR CHEMULT R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR CHENOWITH WATER P.U.D., OR BLODGETT-SUMMIT R.F.P.D., OR CHERRIOTS, OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, BLUE MOUNTAIN TRANSLATOR DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR BLUE RIVER WATER DISTRICT, OR BLY R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR BLY VECTOR CONTROL DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR BLY WATER AND SANITARY DISTRICT, OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, BOARDMAN CEMETERY MAINTENANCE DISTRICT, CHRISTMAS VALLEY PARK & RECREATION BOARDMAN PARK AND RECREATION DISTRICT DISTRICT, OR BOARDMAN R.F.P.D., OR CHRISTMAS VALLEY R.F.P.D., OR BONANZA BIG SPRINGS PARK & RECREATION CITY OF BOGALUSA SCHOOL BOARD, LA DISTRICT, OR CLACKAMAS COUNTY FIRE DISTRICT #1, OR BONANZA MEMORIAL PARK CEMETERY DISTRICT, CLACKAMAS COUNTY SERVICE DISTRICT #1, OR OR CLACKAMAS COUNTY VECTOR CONTROL BONANZA R.F.P.D., OR DISTRICT, OR BONANZA-LANGELL VALLEY VECTOR CONTROL CLACKAMAS RIVER WATER CLACKAMAS RIVER WATER, OR DISTRICT, OR

CLACKAMAS S.W.C.D., OR CROOK COUNTY S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT CROOK COUNTY VECTOR CONTROL DISTRICT, OR COMPANY, OR CROOKED RIVER RANCH R.F.P.D., OR CLATSKANIE LIBRARY DISTRICT, OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, CLATSKANIE P.U.D., OR CLATSKANIE PARK & RECREATION DISTRICT, OR CRYSTAL SPRINGS WATER DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT CURRY COUNTY 4-H & EXTENSION SERVICE CLATSKANIE R.F.P.D., OR DISTRICT, OR CLATSOP CARE CENTER HEALTH DISTRICT, OR CURRY COUNTY PUBLIC TRANSIT SERVICE CLATSOP COUNTY S.W.C.D., OR DISTRICT, OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, CURRY COUNTY S.W.C.D., OR CURRY HEALTH DISTRICT, OR INC., OR CLEAN WATER SERVICES CURRY PUBLIC LIBRARY DISTRICT, OR CLEAN WATER SERVICES, OR DALLAS CEMETERY DISTRICT #4, OR CLOVERDALE R.F.P.D., OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR CLOVERDALE SANITARY DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS CREEK R.F.P.D., OR CLOVERDALE WATER DISTRICT, OR COALEDO DRAINAGE DISTRICT, OR DAYTON FIRE DISTRICT, OR COBURG FIRE DISTRICT, OR DEAN MINARD WATER DISTRICT, OR COLESTIN RURAL FIRE DISTRICT, OR DEE IRRIGATION DISTRICT, OR COLTON R.F.P.D., OR DEER ISLAND DRAINAGE IMPROVEMENT COLTON WATER DISTRICT #11, OR COMPANY, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, OR DELL BROGAN CEMETERY MAINTENANCE COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR DISTRICT, OR DEPOE BAY R.F.P.D., OR COLUMBIA DRAINAGE VECTOR CONTROL, OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR COLUMBIA IMPROVEMENT DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR COLUMBIA R.F.P.D., OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR COLUMBIA RIVER FIRE & RESCUE, OR DESCHUTES S.W.C.D., OR COLUMBIA RIVER PUD, OR DESCHUTES VALLEY WATER DISTRICT, OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR COLUMBIA S.W.C.D., OR COLUMBIA S.W.C.D., OR DEXTER R.F.P.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN DEXTER SANITARY DISTRICT, OR RESERVATION DORA-SITKUM R.F.P.D., OR COOS COUNTY AIRPORT DISTRICT, OR DOUGLAS COUNTY FIRE DISTRICT #2, OR COOS COUNTY AIRPORT DISTRICT, OR DOUGLAS S.W.C.D., OR DRAKES CROSSING R.F.P.D., OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, DRRH SPECIAL ROAD DISTRICT #6, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR COOS FOREST PROTECTIVE ASSOCIATION DUFUR RECREATION DISTRICT, OR COOS S.W.C.D., OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR COQUILLE R.F.P.D., OR DUNDEE R.F.P.D., OR COQUILLE VALLEY HOSPITAL DISTRICT, OR DURKEE COMMUNITY BUILDING PRESERVATION CORBETT WATER DISTRICT, OR DISTRICT, OR CORNELIUS R.F.P.D., OR EAGLE POINT IRRIGATION DISTRICT, OR CORP RANCH ROAD WATER IMPROVEMENT, OR EAGLE VALLEY CEMETERY MAINTENANCE CORVALLIS R.F.P.D., OR DISTRICT, OR COUNTRY CLUB ESTATES SPECIAL WATER EAGLE VALLEY R.F.P.D., OR DISTRICT, OR EAGLE VALLEY S.W.C.D., OR COUNTRY CLUB WATER DISTRICT, OR EAST FORK IRRIGATION DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR COVE CEMETERY MAINTENANCE DISTRICT, OR EAST SALEM SERVICE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, COVE R.F.P.D., OR EAST UMATILLA COUNTY AMBULANCE AREA CRESCENT R.F.P.D., OR HEALTH DISTRICT, OR CRESCENT SANITARY DISTRICT, OR CRESCENT WATER SUPPLY AND IMPROVEMENT EAST UMATILLA COUNTY R.F.P.D., OR DISTRICT, OR EAST VALLEY WATER DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION ELGIN COMMUNITY PARKS & RECREATION SERVICE DISTRICT, OR DISTRICT, OR CROOK COUNTY CEMETERY DISTRICT, OR ELGIN HEALTH DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR ELGIN R.F.P.D., OR CROOK COUNTY PARKS & RECREATION DISTRICT, ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR

ELKTON R.F.P.D., OR HALSEY-SHEDD R.F.P.D., OR EMERALD P.U.D., OR HAMLET R.F.P.D., OR ENTERPRISE IRRIGATION DISTRICT, OR HARBOR R.F.P.D., OR ESTACADA CEMETERY MAINTENANCE DISTRICT, HARBOR SANITARY DISTRICT, OR HARBOR WATER P.U.D., OR ESTACADA R.F.P.D. #69, OR HARNEY COUNTY HEALTH DISTRICT, OR EUGENE R.F.P.D. # 1. OR HARNEY S.W.C.D., OR EUGENE WATER AND ELECTRIC BOARD HARPER SOUTH SIDE IRRIGATION DISTRICT, OR EVANS VALLEY FIRE DISTRICT #6, OR HARRISBURG FIRE AND RESCUE, OR FAIR OAKS R.F.P.D., OR HAUSER R.F.P.D., OR FAIRVIEW R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR FAIRVIEW WATER DISTRICT, OR HEBO JOINT WATER-SANITARY AUTHORITY, OR FALCON HEIGHTS WATER AND SEWER, OR HECETA WATER P.U.D., OR HELIX CEMETERY MAINTENANCE DISTRICT #4, OR FALCON-COVE BEACH WATER DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR HELIX PARK & RECREATION DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR HELIX R.F.P.D. #7-411, OR FARMERS IRRIGATION DISTRICT, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR FAT ELK DRAINAGE DISTRICT, OR HEPPNER R.F.P.D., OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR HEPPNER WATER CONTROL DISTRICT, OR FERN VALLEY ESTATES IMPROVEMENT DISTRICT, HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR FOR FAR ROAD DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR FOREST GROVE R.F.P.D., OR HERMISTON IRRIGATION DISTRICT, OR FOREST VIEW SPECIAL ROAD DISTRICT, OR HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT FORT ROCK-SILVER LAKE S.W.C.D., OR DISTRICT, OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR HIGH DESERT PARK & RECREATION DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR GARDINER R.F.P.D., OR HONOLULU INTERNATIONAL AIRPORT GARDINER SANITARY DISTRICT, OR HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR HOOD RIVER S.W.C.D., OR GATES R.F.P.D., OR GEARHART R.F.P.D., OR HOOD RIVER VALLEY PARKS & RECREATION GILLIAM S.W.C.D., OR DISTRICT, OR GLENDALE AMBULANCE DISTRICT, OR **HOODLAND FIRE DISTRICT #74** HOODLAND FIRE DISTRICT #74, OR GLENDALE R.F.P.D., OR HORSEFLY IRRIGATION DISTRICT, OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR GLENEDEN SANITARY DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR GLENWOOD WATER DISTRICT, OR HOUSING AUTHORITY OF PORTLAND GLIDE - IDLEYLD SANITARY DISTRICT, OR HUBBARD R.F.P.D., OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, GLIDE R.F.P.D., OR GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD HILL IRRIGATION DISTRICT, OR IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT GOLDFINCH ROAD DISTRICT, OR COMPANY, OR GOSHEN R.F.P.D., OR ICE FOUNTAIN WATER DISTRICT, OR GOVERNMENT CAMP ROAD DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR GOVERNMENT CAMP SANITARY DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION GRAND PRAIRIE WATER CONTROL DISTRICT, OR DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT GRANT COUNTY TRANSPORTATION DISTRICT, OR ILLINOIS VALLEY R.F.P.D., OR ILLINOIS VALLEY S.W.C.D., OR GRANT S.W.C.D., OR GRANTS PASS IRRIGATION DISTRICT, OR IMBLER R.F.P.D., OR GREATER BOWEN VALLEY R.F.P.D., OR INTERLACHEN WATER P.U.D., OR GREATER ST. HELENS PARK & RECREATION IONE LIBRARY DISTRICT, OR DISTRICT, OR IONE R.F.P.D. #6-604, OR GREATER TOLEDO POOL RECREATION DISTRICT, IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR IRONSIDE RURAL ROAD DISTRICT #5, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR IRRIGON PARK & RECREATION DISTRICT, OR GREEN SANITARY DISTRICT, OR IRRIGON R.F.P.D., OR GREENACRES R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR GREENBERRY IRRIGATION DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT, GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR

JACKSON COUNTY FIRE DISTRICT #4, OR

HAINES FIRE PROTECTION DISTRICT, OR

JACKSON COUNTY FIRE DISTRICT #5, OR KLAMATH VECTOR CONTROL DISTRICT, OR JACKSON COUNTY LIBRARY DISTRICT, OR KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR LA GRANDE CEMETERY MAINTENANCE DISTRICT, JACKSON S.W.C.D., OR JASPER KNOLLS WATER DISTRICT, OR LA GRANDE R.F.P.D., OR JEFFERSON COUNTY EMERGENCY MEDICAL LA PINE PARK & RECREATION DISTRICT, OR SERVICE DISTRICT, OR LA PINE R.F.P.D., OR JEFFERSON COUNTY FIRE DISTRICT #1, OR LABISH VILLAGE SEWAGE & DRAINAGE, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR LACOMB IRRIGATION DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR LAFAYETTE AIRPORT COMMISSION, LA JEFFERSON PARK & RECREATION DISTRICT, OR LAFOURCHE PARISH HEALTH UNIT - DHH-OPH JEFFERSON R.F.P.D., OR **REGION 3** JOB'S DRAINAGE DISTRICT, OR LAIDLAW WATER DISTRICT, OR JOHN DAY WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR JOHN DAY-CANYON CITY PARKS & RECREATION LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR DISTRICT, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR LAKE COUNTY LIBRARY DISTRICT, OR JORDAN VALLEY CEMETERY DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR LAKE DISTRICT HOSPITAL, OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE LAKE GROVE R.F.P.D. NO. 57, OR DISTRICT, OR LAKE GROVE WATER DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR JUNCTION CITY R.F.P.D., OR LAKE POINT SPECIAL ROAD DISTRICT, OR JUNCTION CITY WATER CONTROL DISTRICT, OR LAKESIDE R.F.P.D. #4, OR JUNIPER BUTTE ROAD DISTRICT, OR LAKESIDE WATER DISTRICT, OR JUNIPER CANYON WATER CONTROL DISTRICT, OR LAKEVIEW R.F.P.D., OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR JUNIPER FLAT R.F.P.D., OR LANE FIRE AUTHORITY, OR JUNO NONPROFIT WATER IMPROVEMENT LANE LIBRARY DISTRICT, OR DISTRICT, OR LANE TRANSIT DISTRICT, OR KEATING R.F.P.D., OR LANGELL VALLEY IRRIGATION DISTRICT, OR KEATING S.W.C.D., OR LANGLOIS PUBLIC LIBRARY, OR KEIZER R.F.P.D., OR LANGLOIS R.F.P.D., OR KELLOGG RURAL FIRE DISTRICT, OR LANGLOIS WATER DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR KENO IRRIGATION DISTRICT, OR KENO PINES ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR KENO R.F.P.D., OR LEBANON R.F.P.D., OR KENT WATER DISTRICT, OR LEWIS & CLARK R.F.P.D., OR KERBY WATER DISTRICT, OR LINCOLN COUNTY LIBRARY DISTRICT, OR K-GB-LB WATER DISTRICT, OR LINCOLN S.W.C.D., OR KILCHIS WATER DISTRICT, OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR LINN S.W.C.D., OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR LONG PRAIRIE WATER DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #3, OR LOOKINGGLASS OLALLA WATER CONTROL KLAMATH COUNTY FIRE DISTRICT #4, OR DISTRICT, OR LOOKINGGLASS RURAL FIRE DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #5, OR LORANE R.F.P.D., OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT, LOST & BOULDER DITCH IMPROVEMENT DISTRICT, KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT, OR KLAMATH DRAINAGE DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA KLAMATH FALLS FOREST ESTATES SPECIAL ROAD LOUISIANA WATER WORKS DISTRICT UNIT #2, OR LOWELL R.F.P.D., OR KLAMATH INTEROPERABILITY RADIO GROUP, OR LOWER MCKAY CREEK R.F.P.D., OR KLAMATH IRRIGATION DISTRICT, OR LOWER MCKAY CREEK WATER CONTROL KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT, OR KLAMATH S.W.C.D., OR LOWER SILETZ WATER DISTRICT, OR

LOWER UMPQUA HOSPITAL DISTRICT, OR MILL FOUR DRAINAGE DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT, MILLICOMA RIVER PARK & RECREATION DISTRICT, LOWER VALLEY WATER IMPROVEMENT DISTRICT, MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR LUSTED WATER DISTRICT, OR MILTON-FREEWATER WATER CONTROL DISTRICT. LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR MALHEUR COUNTY S.W.C.D., OR MODOC POINT SANITARY DISTRICT, OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR MOLALLA R.F.P.D. #73, OR MALHEUR DRAINAGE DISTRICT, OR MONITOR R.F.P.D., OR MALHEUR MEMORIAL HEALTH DISTRICT, OR MONROE R.F.P.D., OR MALIN COMMUNITY CEMETERY MAINTENANCE MONUMENT CEMETERY MAINTENANCE DISTRICT, DISTRICT, OR OR MALIN COMMUNITY PARK & RECREATION MONUMENT S.W.C.D., OR DISTRICT, OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT, OR MALIN R.F.P.D., OR MORROW COUNTY UNIFIED RECREATION MAPLETON FIRE DEPARTMENT, OR MAPLETON WATER DISTRICT, OR DISTRICT, OR MARCOLA WATER DISTRICT, OR MORROW S.W.C.D., OR MARION COUNTY EXTENSION & 4H SERVICE MOSIER FIRE DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR DISTRICT, OR MARION COUNTY FIRE DISTRICT #1, OR MT. ANGEL R.F.P.D., OR MARION JACK IMPROVEMENT DISTRICT, OR MT. HOOD IRRIGATION DISTRICT, OR MARION S.W.C.D., OR MT. LAKI CEMETERY DISTRICT, OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MT. VERNON R.F.P.D., OR MCDONALD FOREST ESTATES SPECIAL ROAD MULINO WATER DISTRICT #1, OR DISTRICT, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MCKAY DAM R.F.P.D. #7-410, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MCKENZIE FIRE & RESCUE, OR MULTNOMAH EDUCATION SERVICE DISTRICT MCKENZIE PALISADES WATER SUPPLY MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR CORPORATION, OR MCMINNVILLE R.F.P.D., OR NEDONNA R.F.P.D., OR MCNULTY WATER P.U.D., OR NEHALEM BAY FIRE AND RESCUE, OR MEADOWS DRAINAGE DISTRICT, OR NEHALEM BAY HEALTH DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR MEDFORD R.F.P.D. #2, OR MEDFORD WATER COMMISSION NESKOWIN REGIONAL SANITARY AUTHORITY, OR MEDICAL SPRINGS R.F.P.D., OR NESKOWIN REGIONAL WATER DISTRICT, OR MELHEUR COUNTY JAIL, OR NESTUCCA R.F.P.D., OR MERLIN COMMUNITY PARK DISTRICT, OR NETARTS WATER DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR MERRILL PARK DISTRICT, OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR MERRILL R.F.P.D., OR NEW BRIDGE WATER SUPPLY DISTRICT, OR METRO REGIONAL GOVERNMENT NEW CARLTON FIRE DISTRICT, OR METRO REGIONAL PARKS NEW ORLEANS REDEVELOPMENT AUTHORITY, LA METROPOLITAN EXPOSITION RECREATION NEW PINE CREEK R.F.P.D., OR COMMISSION NEWBERG R.F.P.D., OR METROPOLITAN SERVICE DISTRICT (METRO) NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR MID COUNTY CEMETERY MAINTENANCE DISTRICT, NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT MID-COLUMBIA FIRE AND RESCUE, OR COMPANY, OR MIDDLE FORK IRRIGATION DISTRICT, OR NORTH ALBANY R.F.P.D., OR MIDLAND COMMUNITY PARK, OR NORTH BAY R.F.P.D. #9, OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR NORTH CLACKAMAS PARKS & RECREATION MILES CROSSING SANITARY SEWER DISTRICT, OR DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR NORTH COUNTY RECREATION DISTRICT, OR

NORTH DOUGLAS COUNTY FIRE & EMS, OR PINE EAGLE HEALTH DISTRICT, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR PINE GROVE WATER DISTRICT-MAUPIN, OR NORTH LEBANON WATER CONTROL DISTRICT, OR PINE VALLEY CEMETERY DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR PINE VALLEY R.F.P.D., OR NORTH LINCOLN HEALTH DISTRICT, OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD NORTH MORROW VECTOR CONTROL DISTRICT, OR DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR NORTH UNIT IRRIGATION DISTRICT, OR PISTOL RIVER CEMETERY MAINTENANCE NORTHEAST OREGON HOUSING AUTHORITY, OR DISTRICT, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR NORTHERN WASCO COUNTY P.U.D., OR PLEASANT HOME WATER DISTRICT, OR NORTHERN WASCO COUNTY PARK & RECREATION POCAHONTAS MINING AND IRRIGATION DISTRICT, DISTRICT, OR OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR POE VALLEY IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR NYSSA ROAD ASSESSMENT DISTRICT #2, OR NYSSA RURAL FIRE DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR OAK LODGE WATER SERVICES, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OCEANSIDE WATER DISTRICT, OR OR OCHOCO IRRIGATION DISTRICT, OR PORT OF ALSEA, OR OCHOCO WEST WATER AND SANITARY PORT OF ARLINGTON, OR PORT OF ASTORIA, OR AUTHORITY, OR ODELL SANITARY DISTRICT, OR PORT OF BANDON, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR PORT OF BRANDON, OR OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR PORT OF BROOKINGS HARBOR, OR ONTARIO LIBRARY DISTRICT, OR PORT OF CASCADE LOCKS, OR ONTARIO R.F.P.D., OR PORT OF COQUILLE RIVER, OR OPHIR R.F.P.D., OR PORT OF GARIBALDI, OR OREGON COAST COMMUNITY ACTION PORT OF GOLD BEACH, OR OREGON HOUSING AND COMMUNITY SERVICES PORT OF HOOD RIVER, OR OREGON INTERNATIONAL PORT OF COOS BAY, OR PORT OF MORGAN CITY, LA OREGON LEGISLATIVE ADMINISTRATION PORT OF MORROW, OR OREGON OUTBACK R.F.P.D., OR PORT OF NEHALEM, OR OREGON POINT, OR PORT OF NEWPORT, OR OREGON TRAIL LIBRARY DISTRICT, OR PORT OF PORT ORFORD, OR OTTER ROCK WATER DISTRICT, OR PORT OF PORTLAND, OR OWW UNIT #2 SANITARY DISTRICT, OR PORT OF SIUSLAW, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR PORT OF ST. HELENS, OR OWYHEE IRRIGATION DISTRICT, OR PORT OF THE DALLES, OR PACIFIC CITY JOINT WATER-SANITARY PORT OF TILLAMOOK BAY, OR AUTHORITY, OR PORT OF TOLEDO, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PORT ORFORD CEMETERY MAINTENANCE PALATINE HILL WATER DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR COMPANY, OR PORT ORFORD R.F.P.D., OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT, OR PORTLAND DEVELOPMENT COMMISSION, OR PANTHER CREEK WATER DISTRICT, OR PORTLAND FIRE AND RESCUE PARKDALE R.F.P.D., OR PORTLAND HOUSING CENTER, OR PARKDALE SANITARY DISTRICT, OR POWDER R.F.P.D., OR PENINSULA DRAINAGE DISTRICT #1, OR POWDER RIVER R.F.P.D., OR PENINSULA DRAINAGE DISTRICT #2, OR POWDER VALLEY WATER CONTROL DISTRICT, OR PHILOMATH FIRE AND RESCUE, OR POWERS HEALTH DISTRICT, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT PILOT ROCK PARK & RECREATION DISTRICT, OR #1. OR PILOT ROCK R.F.P.D., OR PROSPECT R.F.P.D., OR

QUEENER IRRIGATION IMPROVEMENT DISTRICT, SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR RAINBOW WATER DISTRICT, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, RALEIGH WATER DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT. SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE R.F.P.D., OR REDMOND FIRE AND RESCUE, OR SCIO R.F.P.D., OR RIDDLE FIRE PROTECTION DISTRICT, OR SCOTTSBURG R.F.P.D., OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR RIDGEWOOD ROAD DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR SHANGRI-LA WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR RINK CREEK WATER DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR SHERIDAN FIRE DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR RIVER ROAD PARK & RECREATION DISTRICT, OR SHORELINE SANITARY DISTRICT, OR RIVER ROAD WATER DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT SILETZ R.F.P.D., OR DISTRICT, OR SILVER FALLS LIBRARY DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR SILVER LAKE IRRIGATION DISTRICT, OR RIVERGROVE WATER DISTRICT, OR SILVER LAKE R.F.P.D., OR RIVERSIDE MISSION WATER CONTROL DISTRICT, SILVER SANDS SPECIAL ROAD DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR RIVERSIDE R.F.P.D. #7-406, OR SISTERS PARKS & RECREATION DISTRICT, OR RIVERSIDE WATER DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR ROBERTS CREEK WATER DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR SIUSLAW S.W.C.D., OR ROCK CREEK WATER DISTRICT, OR SIUSLAW VALLEY FIRE AND RESCUE, OR ROCKWOOD WATER P.U.D., OR SIXES R.F.P.D., OR SKIPANON WATER CONTROL DISTRICT, OR ROCKY POINT FIRE & EMS, OR SKYLINE VIEW DISTRICT IMPROVEMENT ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, ROGUE VALLEY TRANSPORTATION DISTRICT, OR OR ROSEBURG URBAN SANITARY AUTHORITY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT. ROSEWOOD ESTATES ROAD DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR SOUTH FORK WATER BOARD, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SAINT LANDRY PARISH TOURIST COMMISSION SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL SALEM MASS TRANSIT DISTRICT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SOUTH SHERMAN FIRE DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT SOUTHERN COOS HEALTH DISTRICT, OR DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE SALMONBERRY TRAIL INTERGOVERNMENTAL DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT. SANDY DRAINAGE IMPROVEMENT COMPANY, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR

SANTIAM WATER CONTROL DISTRICT, OR

QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR

SPECIAL ROAD DISTRICT #8, OR TRI-COUNTY METROPOLITAN TRANSPORTATION SPRING RIVER SPECIAL ROAD DISTRICT, OR DISTRICT OF OREGON SPRINGFIELD UTILITY BOARD, OR TRIMET, OR ST. PAUL R.F.P.D., OR TUALATIN HILLS PARK & RECREATION DISTRICT STANFIELD CEMETERY DISTRICT #6, OR TUALATIN HILLS PARK & RECREATION DISTRICT, STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR TUALATIN S.W.C.D., OR STARWOOD SANITARY DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE STAYTON FIRE DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE, OR SUBLIMITY FIRE DISTRICT, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR TUALATIN VALLEY WATER DISTRICT SUBURBAN LIGHTING DISTRICT, OR TUALATIN VALLEY WATER DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT TUMALO IRRIGATION DISTRICT, OR COMPANY, OR TURNER FIRE DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR DISTRICT, OR TWO RIVERS SPECIAL ROAD DISTRICT, OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR SUNDOWN SANITATION DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR SUNNYSIDE IRRIGATION DISTRICT, OR UMATILLA COUNTY S.W.C.D., OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR OR SUNSET EMPIRE PARK & RECREATION DISTRICT, UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, SURFLAND ROAD DISTRICT, OR OR SUTHERLIN VALLEY RECREATION DISTRICT, OR UMPQUA S.W.C.D., OR SUTHERLIN WATER CONTROL DISTRICT, OR UNION CEMETERY MAINTENANCE DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, SWEET HOME CEMETERY MAINTENANCE DISTRICT. UNION COUNTY VECTOR CONTROL DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR UNION GAP SANITARY DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR UNION GAP WATER DISTRICT, OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR TALENT IRRIGATION DISTRICT, OR UNION S.W.C.D., OR TANGENT R.F.P.D., OR UNITY COMMUNITY PARK & RECREATION TENMILE R.F.P.D., OR DISTRICT, OR TERREBONNE DOMESTIC WATER DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR THOMAS CREEK-WESTSIDE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR VALE OREGON IRRIGATION DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR TIGARD WATER DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR TILLAMOOK COUNTY EMERGENCY VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR VERNONIA R.F.P.D., OR COMMUNICATIONS DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR VINEYARD MOUNTAIN PARK & RECREATION TILLAMOOK COUNTY TRANSPORTATION DISTRICT, DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR TILLER R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, WALLOWA LAKE COUNTY SERVICE DISTRICT, OR WALLOWA LAKE IRRIGATION DISTRICT, OR TOLEDO R.F.P.D., OR WALLOWA LAKE R.F.P.D., OR TONE WATER DISTRICT, OR WALLOWA S.W.C.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, TOOLEY WATER DISTRICT, OR TRASK DRAINAGE DISTRICT, OR OR TRI CITY R.F.P.D. #4, OR WAMIC R.F.P.D., OR TRI-CITY WATER & SANITARY AUTHORITY, OR WAMIC WATER & SANITARY AUTHORITY, OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD

BEAVERTON SCHOOL DISTRICT

WARMSPRINGS IRRIGATION DISTRICT, OR WASCO COUNTY S.W.C.D., OR WATER ENVIRONMENT SERVICES, OR WATER WONDERLAND IMPROVEMENT DISTRICT, WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT, OR WEDDERBURN SANITARY DISTRICT, OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR WEST SIDE R.F.P.D., OR WEST SLOPE WATER DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR WEST VALLEY FIRE DISTRICT, OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT, OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR WESTPORT FIRE AND RESCUE, OR WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR WILLAKENZIE R.F.P.D., OR WILLAMALANE PARK & RECREATION DISTRICT, OR WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT, OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY, WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR

WOODS ROAD DISTRICT, OR

WY'EAST FIRE DISTRICT, OR

YACHATS R.F.P.D., OR

YAMHILL SWCD, OR

DISTRICT, OR

WRIGHT CREEK ROAD WATER IMPROVEMENT

YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR

YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,

BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE **DUFUR SCHOOL DISTRICT NO.29** EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 MARION COUNTY SCHOOL DISTRICT MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J

Requirements for National Cooperative Contract
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MORROW COUNTY SCHOOL DIST, OR CITY ACADEMY, UT MULTNOMAH EDUCATION SERVICE DISTRICT DAGGETT SCHOOL DISTRICT, UT MULTISENSORY LEARNING ACADEMY DAVINCI ACADEMY, UT MYRTLE PINT SCHOOL DISTRICT 41 DAVIS DISTRICT, UT NEAH-KAH-NIE DISTRICT NO.56 DUAL IMMERSION ACADEMY, UT NEWBERG PUBLIC SCHOOLS DUCHESNE SCHOOL DISTRICT, UT NESTUCCA VALLEY SCHOOL DISTRICT NO.101 EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 EDITH BOWEN LABORATORY SCHOOL, UT NORTH CLACKAMAS SCHOOL DISTRICT EMERSON ALCOTT ACADEMY, UT NORTH DOUGLAS SCHOOL DISTRICT EMERY SCHOOL DISTRICT, UT NORTH WASCO CITY SCHOOL DISTRICT 21 ENTHEOS ACADEMY, UT NORTHWEST REGIONAL EDUCATION SERVICE EXCELSIOR ACADEMY, UT DISTRICT FAST FORWARD HIGH, UT ONTARIO MIDDLE SCHOOL FREEDOM ACADEMY, UT OREGON TRAIL SCHOOL DISTRICT NOA6 GARFIELD SCHOOL DISTRICT, UT ORLEANS PARISH SCHOOL DISTRICT GATEWAY PREPARATORY ACADEMY, UT PHOENIX-TALENT SCHOOL DISTRICT NOA GEORGE WASHINGTON ACADEMY, UT PLEASANT HILL SCHOOL DISTRICT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS GRANITE DISTRICT, UT RAPIDES PARISH SCHOOL DISTRICT GUADALUPE SCHOOL, UT REDMOND SCHOOL DISTRICT HAWTHORN ACADEMY, UT REYNOLDS SCHOOL DISTRICT INTECH COLLEGIATE HIGH SCHOOL, UT ROGUE RIVER SCHOOL DISTRICT IRON SCHOOL DISTRICT, UT ROSEBURG PUBLIC SCHOOLS ITINERIS EARLY COLLEGE HIGH, UT SCAPPOOSE SCHOOL DISTRICT 1J JOHN HANCOCK CHARTER SCHOOL, UT SAINT TAMMANY PARISH SCHOOL BOARD, LA JORDAN DISTRICT, UT SEASIDE SCHOOL DISTRICT 10 JUAB SCHOOL DISTRICT, UT SHERWOOD SCHOOL DISTRICT 88J KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 LAKEVIEW ACADEMY, UT SOUTHERN OREGON EDUCATION SERVICE LEGACY PREPARATORY ACADEMY, UT DISTRICT LIBERTY ACADEMY, UT SPRINGFIELD PUBLIC SCHOOLS LINCOLN ACADEMY, UT SUTHERLIN SCHOOL DISTRICT LOGAN SCHOOL DISTRICT, UT SWEET HOME SCHOOL DISTRICT NO.55 MARIA MONTESSORI ACADEMY, UT TERREBONNE PARISH SCHOOL DISTRICT MERIT COLLEGE PREPARATORY ACADEMY, UT THE CATLIN GABEL SCHOOL MILLARD SCHOOL DISTRICT, UT TIGARD-TUALATIN SCHOOL DISTRICT MOAB CHARTER SCHOOL, UT UMATILLA MORROW ESD MONTICELLO ACADEMY, UT WEST LINN WILSONVILLE SCHOOL DISTRICT MORGAN SCHOOL DISTRICT, UT WILLAMETTE EDUCATION SERVICE DISTRICT MOUNTAINVILLE ACADEMY, UT WOODBURN SCHOOL DISTRICT MURRAY SCHOOL DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE NEBO SCHOOL DISTRICT, UT (AMES), UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE ALIANZA ACADEMY, UT (NUAMES), UT ALPINE DISTRICT, UT NOAH WEBSTER ACADEMY, UT AMERICAN LEADERSHIP ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT ODYSSEY CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT OGDEN PREPARATORY ACADEMY, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY OGDEN SCHOOL DISTRICT, UT (BSTA), UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH, UT BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT CACHE SCHOOL DISTRICT, UT PARADIGM HIGH SCHOOL, UT CANYON RIM ACADEMY, UT PARK CITY SCHOOL DISTRICT, UT CANYONS DISTRICT, UT PINNACLE CANYON ACADEMY, UT CARBON SCHOOL DISTRICT, UT PIUTE SCHOOL DISTRICT, UT

PROVIDENCE HALL, UT

PROVO SCHOOL DISTRICT, UT

CHANNING HALL, UT

CHARTER SCHOOL LEWIS ACADEMY, UT

QUAIL RUN PRIMARY SCHOOL, UT

QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT

ROCKWELL CHARTER HIGH SCHOOL, UT

SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT

SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS,

UT

SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT

SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT

SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING

ARTS, UT

UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT

UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT

VISTA AT ENTRADA SCHOOL OF PERFORMING

ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT

WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT

WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE

CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY

KLAMATH COMMUNITY COLLEGE DISTRICT

LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE LINFIELD COLLEGE

LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY

LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY

OREGON STATE UNIVERSITY OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE

RESEARCH CORPORATION OF THE UNIVERSITY OF

HAWAII

ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY SOUTHERN OREGON UNIVERSITY (OREGON

UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS UNIVERSITY OF HAWAII-HONOLULU COMMUNITY

**COLLEGE** 

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT

SNOW COLLEGE, UT DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT

SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### STATE AGENCIES

ADMIN. SERVICES OFFICE

BOARD OF MEDICAL EXAMINERS

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII DEPARTMENT OF TRANSPORTATION HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS

OREGON CHILD DEVELOPMENT COALITION OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION

OREGON LOTTERY OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER SEIU LOCAL 503, OPEU SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF **HAWAII** STATE OF HAWAII STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT

ATTORNEY STATE OF UTAH

# **Appendix**

State of Utah Online Marketplace RFP

### **Administrative Fee Considerations**

We wish to further clarify our proposed alternative Administration Fee of 1.5%. Considering the marketplace where other SLED cooperatives fees range from less than 1% up to 2%, we believe that a 3% Administration Fee dejects our competitive position and potential to grow. We believe it prudent to propose the contract fee at a 1.5% to maintain our competitiveness as a solution provider and the competitiveness of OMNIA nationwide.

We reserve the right to amend our price offering to accommodate the negotiated and mutually agreed upon Administration Fee.

CDW Government LLC Page 100 of 100 February 12, 2020

#### ATTACHMENT D – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is <u>not</u> counted in the 6-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification. Offerors may delete the example on attachments D1, D2, and D3 in order to meet the 2 page maximum requirement.

The templates in attachments D1, D2, and D3 <u>MUST</u> be used. Do <u>NOT</u> include any identifying information in the attachment D1, D2, and D3. Information listed under the "Documented Performance" line in attachment D1, D2, and D3 may describe where the Offeror has used the approach or solution previously, and what the results were in terms of verifiable metrics. Offerors may delete the example and this paragraph when completing this document.

Example of response to Attachment D1, D2, and D3 can be found in the Examples Template found in the Buyer Attachment Section of this solicitation.

•	1.	Is your PC Submittal (attachments D1, D2, & D3) a total of 6 pages or less (2 pages maximum per document)?			
names of past projects, or information that may be used to identify who your firm is including employees' names?  □ Yes □ No  3. Do you understand that you have to use the PC Submittal templates provided in this RFF and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter fon size, add colors, add pictures, etc.) or handwrite your responses?  □ Yes □ No  4. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?		⊠ Yes	□ No		
<ul> <li>Do you understand that you have to use the PC Submittal templates provided in this RFF and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter fon size, add colors, add pictures, etc.) or handwrite your responses?</li> <li>✓ Yes □ No</li> <li>Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?</li> </ul>	2.	Do you understand that your PC Submittal will <u>NOT</u> contain your firm's name, specific names of past projects, or information that may be used to identify who your firm is, including employees' names?			
and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter fon size, add colors, add pictures, etc.) or handwrite your responses?  ☑ Yes ☐ No  Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?		⊠ Yes	□ No		
4. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?	3.	and that you a	are NOT allowed to re-create the PC Submittal Templates (cannot alter font		
above requirements?		⊠ Yes	□ No		
⊠ Yes □ No	4.	•	• • • • • • • • • • • • • • • • • • • •		
		⊠ Yes	□ No		

#### ATTACHMENT D (1) – LEVEL OF EXPERTISE (LE) Demonstration

The Level of Expertise Demonstration should demonstrate the Offeror's <u>capability to meet the project's requirements</u> through examples of Offeror's past performance. The expertise demonstration examples should be prioritized (list the most important examples first) and should demonstrate Offeror's success on similar projects. The Offeror may add or delete Risk table templates, **but do not exceed the 2-page limit for this section**.

Level of Expertise #1 Example: Our dynamic eCommerce capabilities default to showing the lowest contract prices when multiple contracts are available for use. Additionally, there are no membership fees to utilize our eCommerce portals. Approved pricing is viewable at an item level, with available granular restructure based upon various category and/or manufacturer. Our secure login also features guest purchasing options, and administrators can view an analytics dashboard of all purchases.

Documented Performance: In 2019, our sites received over 42 million hits. Our eProcurement portals integrate with over 80 different marketplaces, ERPs, and SRMs, and are used by over 9,000 entities (13,000 customers).

Level of Expertise #2 Example: Transactional Capabilities. We own and operate two strategically placed distribution centers – Chicago and North Las Vegas. We ship over 150,000 products daily, performing between 8,000 and 16,000 configurations daily, and imaging around 3,500 devices without scaling up our staff.

Documented Performance: For a nationwide delivery of end user hardware for a federal customer, we imaged, configured, and shipped over 465,000 devices within 2 weeks, we prove we can scale up our production by over 100% if the need arises. Additional metrics speaking to transactional capabilities: Process 11,000 POs / day; Turnaround time per PO = 2.2hrs; \$700M opportunistic purchases in 2018; 30 inventory turns / yr; 98% Accuracy rate: correct bin & quantity; 150,000 units shipped daily; 39,000 cases shipped daily; 20,000 orders ship daily; Receive ~150,000-units on ~75-trailers each day; Daily inventory received \$23M.

Level of Expertise #3 Example: Established, Successful Relationship with OMNIA Partners, Public Sector ("OMNIA"). We have 12 years of experience managing OMNIA

agreements. Through our contract management capabilities and nationwide SLED sales force, we have successfully expanded contracts and member utilization rates. Documented Performance: We hold three master agreements that have demonstrated significant growth from contract inception through 2019. Specifically, growth rates of 52.1%, 4.55%, and 145.17% accounted for an approximate \$137m revenue increase, with a total approximate revenue of \$462m. Over 11,500 customers throughout all 50 States placed nearly 82,000 orders through our largest agreement in 2019.

Level of Expertise #4 Example: Public Sector Expertise with National Reach Documented Performance: We have 30 yrs of extensive experience in providing solutions to public sector customers across segments (federal, education, state and local). Public sector business comprised 27% of our total annual revenue in 2019. On average, 44,401 SLED accounts procure across 1,475 contracts on an annual basis. Contracts similar to the scope outlined in this solicitation demonstrated 7% year over year growth from 2018 to 2019, with individual Cooperative Contract growth percentages reaching as high as 18%. Additionally, these contracts demonstrated a widespread national presence with transactions occurring in all 50 states.

Level of Expertise #5 Example: An Extensive and Responsibly Sourced Catalog We do not procure from gray market vendors and only work directly with manufacturers and their authorized sources. Our supply chain complies with industry standards to support the IT needs of public sector customers. Our catalog contains a vast range of manufacturers, so customers can expect transparency since we do not manufacturer products ourselves.

Documented Performance: The Government Industry Data Exchange Program provides a report of counterfeit or suspected counterfeit product weekly. We cross-reference this list with our inventory and sales. To date, none (0%) of the products we've carried or sold have been classified as counterfeit. Regarding the breadth of our catalog, customers purchased over 40,000 certified products across 500+ brands through our largest OMNIA Agreement in 2019.

#### ATTACHMENT D (2) - RISK ASSESSMENT (RA) PLAN

The Risk Assessment Plan should address the possible risks that the Offeror <u>does NOT control</u> when taking on this project. The descriptions should demonstrate the risks Offeror has encountered in similar projects, the solution to that risk, and the Offeror's documented performance with its solution including effects on the overall budget and timelines of the project. The risks should be prioritized (list the greatest risks first). The Offeror may add or delete Risk table templates, **but do not exceed the 2-page limit for this section**.

Risk #1 Description: Supply Constraints. There are times a manufacturer of a product or component experiences supply shortages resulting in constraints on product availability causing extended lead times and inability to fulfill purchase orders.

Solution: We mitigate risk associated with supply chain constraints by leveraging manufacturer relationships, our warehousing capacity, our product expertise, and our extensive product portfolio. We buy directly from manufacturers or authorized distribution channels, so we are made aware of anticipated constraints. Equipped with this foresight, we work with our OEM partners to stock up on constrained product, as well as comparable replacements. Once we develop a stocking position, we develop a call-to-action for our sellers so they can preemptively inform their customers and take necessary steps to reduce the impact.

Documented Performance with Solution to Risk #1: We rolled out a company-wide communication and action plan in response to impending price increases caused by tariffs and OEM CPU shortages. Our sales teams proactively contacted their customers to develop solutions to lessen the impact. For example, our California team collaborated with our internal procurement team to implement a solution to safeguard a K-12 customer. We pre-ordered product that we stored in our warehouse on the customer's behalf resulting in over \$250,000 in savings and immediate product availability.

Risk #2 Description: Purchasing from Non-Authorized Parties Brings Significant Risk Solution: We do not procure from gray market vendors since we work directly with manufacturers and their authorized sources to ensure product quality. 99% percent of all hardware, software, and services purchased are procured through pre-vetted, authorized sources. The remaining 1% is driven by customer-specific expedience and in support of

small and/or disadvantaged business. These instances are reviewed by purchasing management and one-off approval is requested from manufacturers.

Documented Performance with Solution to Risk #2: A K12 school district comprised of 2,500 students discovered that their \$450,000 MSRP purchase of switches were procured from an unauthorized source. Cisco denied an extended warranty request. The IT Director contacted the reseller who provided the switches who confirmed that they were refurbished units from an overstock company. The reseller was unable to provide details on product registration, so the customer called us. Our Cisco SMARTnet Team discovered the switches were sourced from a non-certified source with registrations to various Chinese businesses, forcing the customer to purchase a new network. We were able to help the customer to implement an acceptable solution as an authorized Cisco partner by successfully and efficiently sourcing and installing the new switches

Risk #3 Description: Unforeseen events such as power failures and natural disasters can cause interruptions to business.

Solution: To mitigate the impact to business, we have a complete Business Continuity Program (BCP) for resuming our own business operations. Our program consists of four key components: Emergency Response, Crisis Communication Plan, Disaster Recovery Plan, and Business Continuity plan. The BCP includes an automated emergency communication system (MIR3 Echo) so we can immediately contact team members, customers, and key suppliers simultaneously within minutes of an incident. Our recovery strategies include: drop shipping, redundant IT systems, alternate office space, recovery services, and dual distribution centers. Our program is accessible via the internet giving our Business Continuity Team the ability to activate, maintain, and exercise plans 24/7/365. Documented Performance with Solution to Risk #3: Category 4 Hurricane Harvey hit Houston causing disastrous flooding. As a result, carriers shut down shipping to Houston. Utilizing our immediate communication system we contacted affected customers, developed a recovery plan, and sourced critical IT products through our warehouses and distribution channels. Our local account team then hand-delivered equipment to our customers including the county's 911 Dispatch and Office of Emergency Management. Our efforts resumed critical operations that delivered services to communities.

**Risk #4 Description:** Click or tap here to enter text.

**Solution:** Click or tap here to enter text.

**Documented Performance with Solution to Risk #4:** Click or tap here to enter text.

**Risk #5 Description:** Click or tap here to enter text.

**Solution:** Click or tap here to enter text.

**Documented Performance with Solution to Risk #5:** Click or tap here to enter text.

#### ATTACHMENT D (3) - VALUE ADDED (VA) ITEMS

The Value-Added Items should identify any <u>value-added options or ideas that may benefit</u> the project. The value-added items should be prioritized (identify the most important claims first) and should provide examples of value added options that Offeror has implemented in other similar projects and the documented performance of each value-added item. The Offeror may add or delete Value Added Claim table templates, but **do not exceed the 2-page limit for this section**.

#### **Value Added Item #1: Robust Online Experience**

How will this add value? In house staff of 200 IT personnel are dedicated solely to our web, internal, and e-commerce systems to ensure that the online marketplace looks and feels the way the State and OMNIA choose. Additionally, there is no membership fee. Documented Performance: For a large university, we provided a punch out catalog, credentials, and baseline customized landing within 48 hours of the fully executed contract, with additional return documentation (such as cXML PO Confirmation, Advance Shipment Notification, etc.) available within 4-6 weeks (time frame dependent customer completing proposed testing).

**Cost Impact (%): 0 Schedule Impact (%):** Click to enter text.

Value Added Item #2: Our Nationally Advertised Price, a Dynamic Model to Drive Savings How will this add value? Our Nationally Advertised Price (NAP) highlights cost savings while ensuring them over time with automatic updates. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. This offers additional cost savings to customers in real-time. Our research includes weekly competitive ad price tracking and comparison of about 20,000 products to ensure we offer aggressive pricing

Documented Performance: In reviewing five of the top selling skus (based on qty) on our largest OMNIA agreement, our NAP landed within -4.03% to 4.51% of the competition's averaged web pricing. Applying a standard discount off of NAP placed our total pricing 7% below the price of the competition's averaged total web pricing.

Cost Impact (%): 7% Schedule Impact (%): Click to enter text.

**Value Added Item #3: Free Ground Freight within the 48 contiguous United States** 

How will this add value? Prices include free ground shipping for the cheapest ground option for shipments under 70lbs within the 48 contiguous United States. Shipping same day, overnight, 2nd day, 3rd day, and ground are available with expedited shipping charge. Documented Performance: Nearly every of one our state and local contracts offer free freight. In 2019, 921 shipments shipped within 0-1 days to the State of Utah. Approx. 80% of orders in under 5 days.

Cost Impact (%): 2% Schedule Impact (%): Click to enter text.

Value Added Item #4: Technology Experts throughout the Sales Lifecycle

How will this add value? Our staff holds numerous certifications and we have first access
to new and emerging technologies, to assist our sales force and customers from
scoping/developing solutions to accessing support. Due to our size and relationships with
our OEM partners, our voice holds weight with the OEMs and enables us to be the voice of
our customers, advocating on their behalf for better pricing, timelines, and service
Documented Performance: A public safety agency wanted to understand federal
regulations on "no drone zones" regarding their recent purchase. The customer contacted
the manufacturer's technical support line but they were not able to assist. The customer
called our Account Manager, who within 5 minutes was able to connect the customer to a
product specialist able to answer all questions.

Cost Impact (%): Click to enter text. Schedule Impact (%): Click to enter text.

Value Added Item #5: Dedicated Resources, Mature Customer Network to Drive Success How will this add value? Program Management Dept of over 100 coworkers will maintain the resulting master agreement and facilitate the administrative process for initiating/maintaining PAs. Contract ease of use includes set-up and launch Documented Performance: Our Program Management team currently maintains over 1,000 Active SLED contracts including numerous statewide contracts, such as the State of Utah PC Stores and cooperative contracts including our OMNIA Partners Portfolio. From 2018 to 2019, our public sector revenue grew by nearly \$505m (11.4% y/y increase), speaking to the efficacy of our contract management and acceleration Cost Impact (%): Click to enter text. Schedule Impact (%): Click to enter text.

# **Attachment E – 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 SLED 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 inmarket 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. 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. In 2019, we supported SLED transactions stemming from customers in all 50 states. 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**

- Process 11,000 POs / day
- Turnaround time per PO = 2.2hrs
- Average lead time (PO release to invoice) is 4.8 days

- Manage \$240M \$270M of inventory
- \$700M opportunistic purchases in 2018
- Final sales order quality review
- 30 inventory turns / yr.