

# **Region 4 Education Services Center**

## **Total Cloud Solutions & Services**

### **Solicitation 22-08**



May 3, 2022

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Region 4 Education Service Center (ESC) are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").



One CDW Way  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
P: 847.371.5800  
F: 847.465.6800  
Toll-free: 800.808.4239  
[cdwg.com/PeopleWhoGetIT](http://cdwg.com/PeopleWhoGetIT)

**May 3, 2022, at 2 pm CST**

Region 4 ESC Office  
7145 West Tidwell Road  
Houston, TX, 77092

**RE: CDW Government LLC's Response to Region 4 Education Service Center (ESC)  
Request for Proposal (RFP) for Total Cloud Solutions & Services, Solicitation 22-08**

Region 4 ESC Evaluation Committee,

CDW Government (CDW•G) understands the objective of this RFP is for Region 4 ESC and OMNIA Partners to enter into a contract with a provider that can provide an extensive catalog of cloud products and services.

Proposed here is CDW•G's complete catalog of cloud-related products and services, including our leading Cloud Service and Cloud Infrastructure partners. These offerings feature three key differentiators that showcase why we are the best choice for Region 4 ESC and OMNIA Partners:

- **CDW•G has extensive experience with multiple OMNIA Partners members.** We have multiple ongoing Region 4 ESC and OMNIA contracts including *Total Cloud Solutions - Region 4 ESC* and *OMNIA Information Technology Solutions, Products, and Services - City of Mesa, Arizona*. CDW•G is uniquely positioned to successfully meet the needs of Region 4 ESC and OMNIA Partner Participating Entities.
- **We are a national organization with a local focus.** CDW•G's national network of account managers has nurtured long-standing local relationships with Region 4 and OMNIA Participating Entities. This locally-focused customer strategy lines up with Region 4 ESC's dedication to creating sustainable infrastructure at a local level to assist educators most effectively solve instructional challenges.
- **Cloud is dynamic, as is CDW•G.** Our skilled consulting resources successfully architect and implement quality cloud solutions that fit the needs of our customers. Throughout this proposal, customer success stories are highlighted to demonstrate CDW•G's proven proficiency in tailor-made cloud-centered solutions.

Additionally, our cloud expertise is evidenced by our relationship with Region 4 ESC and OMNIA Partners Participating Entities, and through our partnerships with leading industry manufacturers like Microsoft Azure, Amazon Web Services, and Google Cloud Platform.

Should you have any questions regarding our response, please contact Cailee Filkin, Manager, Proposals, State and Local Government, at (312) 547-2516 or via email at [cailee.filkin@cdwg.com](mailto:cailee.filkin@cdwg.com). CDW•G looks forward to continued collaboration with both Region 4 ESC and OMNIA Partners on the Total Cloud Solutions & Services contract.

Sincerely,

*David C Hutchins*

David Hutchins  
**VP, Strategic Programs**  
CDW Government LLC

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# TAB 1

## Draft Contract & Offer



TAB 1

Draft Contract & Offer



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**APPENDIX A**  
**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2022 by and between CDW Government LLC \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

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

11) TERMINATION OF CONTRACT

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



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

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

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

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

## CONTRACT



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

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

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

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

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

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

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

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

### **OFFER AND CONTRACT SIGNATURE FORM**

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

Company Name CDW Government LLC  
Address 230 N Milwaukee Avenue  
City/State/Zip Vernon Hills, IL 60061  
Telephone No. 847-968-9782  
Email Address david.hutchins@cdwg.com  
Printed Name David Hutchins  
Title VP Strategic Programs

Authorized signature *David C Hutchins*

#### **Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## **Appendix B**

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

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

#### **Check one of the following responses:**

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 4, pg. 2	Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail: i. This Contract ii. Offeror's Best and Final Offer iii. Offeror's proposal iv. RFP and any addenda	Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail: i. The mutually agreed exceptions in Appendix B ii. This Contract iii. Offeror's Best and Final Offer iv. Offeror's proposal v. RFP and any addenda	



<p>Appendix A, Section 11, pg. 3</p>	<p>Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.</p>	<p>CDW•G seeks the following alternate language:</p> <p>Either party may terminate this Contract for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will have thirty (30) days to remedy its performance. Failure to remedy any material default within the applicable time period will give cause for immediate termination.</p>	
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<p>Appendix A, Section 18, pg. 4-5</p>	<p>Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense.</p> <p>Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	<p>Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense <b>no more than one (1) time per twelve (12) month period at a time and place mutually agreed upon by the parties during normal business hours.</b></p> <p><del>Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm.</del> <b>Third parties performing audits must sign the Contractor's standard non-disclosure agreement.</b> In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	
<p>Appendix A, Section 22, pg. 5</p>	<p>Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.</p>	<p>Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty <del>and one (1) year labor warranty unless otherwise agreed to in writing.</del></p>	

Appendix A, Section 30, pg. 6	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the <b>grossly negligent</b> actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	
Appendix A, Section 34, pg. 6	Third Party Cloud Services	CDW•G seeks to add the following clause as a new Section 34:  With regard to third party cloud computing and storage services, the Third Party Cloud Computing and Storage Services terms and conditions, as set forth in Attachment 1 shall govern Region 4 ESC's and each Participating Public Agency's purchase thereof.	

<p>Appendix D to Exhibit B, Section 8, pg. 3</p>	<p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p>	<p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. <del>OMNIA PARTNERS</del> <b>NEITHER PARTY</b> SHALL <del>NOT</del> BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF <del>OMNIA PARTNERS</del> <b>IT</b> IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. <b>IN THE EVENT OF ANY LIABILITY INCURRED BY A PARTY OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF SUCH PARTY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY OMNIA PARTNERS OR THE APPLICABLE PARTICIPATING PUBLIC AGENCY FOR THE SPECIFIC ITEM(S) GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED THOUSAND DOLLARS (\$100,000).</b></p>	
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<p>Appendix D to Exhibit B, Section 13, pg. 4</p>	<p>Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C (“<b>Contract Sales Report</b>”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> 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’ sole discretion.</p>	<p>Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C (“<b>Contract Sales Report</b>”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the <del>10</del> 15<sup>th</sup> 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’ sole discretion.</p>	
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<p>Appendix D to Exhibit B, Section 14, pg. 4</p>	<p>Administrative Fee payments are to be paid by Supplier to OMNIA Partners 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 designated financial institution identified in Exhibit D. 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' 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.</p>	<p>Administrative Fee payments are to be paid by Supplier to OMNIA Partners <b>by the 45<sup>th</sup> day of the month following the Supplier's submission of such month's Contract Sales Reports</b> <del>at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports.</del> Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. 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' 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.</p>	
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<p>Appendix D to Exhibit B, Section 15, pg. 4-5</p>	<p>Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' 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 receives such report. In addition, OMNIA Partners 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 at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners 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' 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' costs and expenses related to such audit.</p>	<p>Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' 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 receives such report. In addition, <b>no more than one (1) time per year during the term of this Agreement</b>, OMNIA Partners 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 <b>kept in its normal course of business associated with this Agreement which are</b> reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners 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' reasonable satisfaction, including payment of any Administrative Fees due and owing, <del>together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.</del></p>	
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Appendix D to Exhibit B, Section 17, pg. 5	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.	CDW•G requests deletion of Section 17 in its entirety.	
INSERT LANGUAGE FOR FEE			

## **Attachment 1**

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

#### **Definition**

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

#### **Cloud Services**

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

#### **Warranties**

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

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

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

Participating Public Agency shall be solely responsible for daily back-up and other protection of its

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

#### Limitation of Liability

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



# TAB 2

## Products & Services Offering



# TAB 2

## Products & Services Offering



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## Offeror Provided Pricing

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

Response:

CDW•G is pleased to offer the following products and services at the listed not to exceed rates:

- **Infrastructure as a Service (IaaS)**, utilizing our three primary providers, Amazon Web Services (AWS), Google Cloud Platform (GCP), and Microsoft Azure (Azure). All three of our providers serve as both cloud infrastructure and cloud service providers.
  - The pricing for Azure, AWS, and GCP is offered at Discount Exempt off MSRP, and this percentage is fixed through the duration of the contract lifecycle and will act as a not to exceed pricing. Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based IaaS, and PaaS, among others. Due to the bespoke nature, complexity, and diversity of cloud offerings, MSRP might not be readily available or even published. In cases where MSRP pricing is not available to CDW•G and/or the offering is unique, pricing will be based on CDW•G quoted price.
- **Platform as a Service (PaaS)**, utilizing ServiceNow Solutions software licenses.
  - If there is a CDW•G Nationally Advertised Price (NAP) available for the above offerings, Region 4 ESC and OMNIA Partner Participating Entities will receive a discount of Exempt CDW•G NAP. The NAP is publicly available pricing for hundreds of thousands of offerings available 24/7, which is competitively benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.
  - If NAP doesn't exist, then CDW•G will rely on MSRP pricing available to CDW•G based on CDW•G quoted price.
- **Software as a Service (SaaS)**, including:
  - Offered Amplified IT's Gopher and Little Sis SaaS is proposed at a Exempt discount off MSRP.
  - All other SaaS solutions with published price references are proposed at Exempt off NAP.
- **Managed Cloud Services** offerings, which include Managed Azure, Managed AWS, and Managed GCP, and other managed cloud categories such as contact center and backup services.
  - Managed Cloud Services require a specific Statement of Work executed between the customer and CDW•G.
  - Essential, Basic, and Premium tiered discounts based on consumption.
- **Related Services**, in which all categories have a national, not to exceed hourly rate, including:
  - Professional and managed services



- Amplified IT's Google for Education services
- Cloud readiness and health-check capabilities, digital velocity services, staff augmentation, and more

All services require a specific Statement of Work executed between the customer and CDW•G before work begins.

CDW•G plans to deliver and manage on-premise, off-premise, and hybrid cloud solutions for our customers. Our risk mitigation strategies, end-to-end personalized expertise, and partnerships with the best providers are designed to help Region 4 ESC and OMNIA Partners realize the full economic and operational benefits of the cloud. Whether Region 4 ESC or OMNIA Partners Participating Entities want to move to the cloud or deploy software as a subscription model, we stand ready to support them.

As the move to cloud solutions continues to accelerate, so does the need for cloud expertise. Identifying the best options, maximizing potential cost savings, migrating workloads, modernizing applications, and managing it all securely and effectively can challenge every organization and even the most seasoned IT professionals. At CDW•G, we embrace a consultative, vendor-neutral approach to ensure we aid Region 4 ESC and OMNIA Partners Participating Entities in creating the best-fit cloud solutions to address current objectives and anticipate future needs.

For all hourly rates proposed by CDW•G, our offer is contingent on a Exempt year over year escalation, on the contract's annual anniversary date, which will act as a not-to-exceed rate.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to Region 4 ESC and OMNIA Partners for review and approval. Region 4 ESC and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

For any service engagement, depending on Region 4 ESC and OMNIA Partners Participating Entities needs, CDW•G can accommodate service engagements time and material (based on proposed hourly labor rates), firm fixed, and/or a combination thereof.

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. As such, CDW•G makes efficient use of remote technologies and other in-market resources to reduce or minimize T&E charges, if applicable.

For any service engagement with unscheduled engagements that occur outside of business hours or on holidays, an additional premium may be applicable.

This structure provides the necessary flexibility to enable Region 4 ESC and OMNIA Partners Participating Entities to make purchase offerings as cloud offerings evolve through the life of our contract. Region 4 ESC and OMNIA Partners acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Region 4 ESC and OMNIA Partners Participating Entities rely only on the Cloud Service Provider's (CSP) service descriptions and the terms and conditions outlined in the Cloud Provider's Services Terms and Conditions.

Accordingly, Region 4 ESC and OMNIA Partners Participating Entities shall consider the CSPs to be the party responsible for providing the Cloud Services, and Region 4 ESC and OMNIA Partners Participating Entities may be required to execute additional agreements, before

provisioning/purchase of certain cloud offerings. CDW•G will support Participating Entities in any way we are capable.

## Electronic Copy of the Catalog

Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable): Manufacturer part #, Offeror's Part # (if different from manufacturer part #), Description, Manufacturers Suggested List Price and Net Price, Net price to Region 4 ESC

Response:

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For all non-cloud consumption-based offerings, our price list can be found at the following link:  
**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

This price list includes, where applicable, manufacturer part number, offeror part number, description, manufacturers suggested list price and net price, and net price to Region 4 ESC.

AWS, Azure, and GCP do not publish traditional price lists for the Cloud Services and products contained within our submission. Therefore, CDW•G is unable to provide an MSRP or list price for these three major hyperscalers. In a typical engagement, price calculators are used to calculate a customer's price based on several inputs defined by the specific customer's needs. Therefore, the cost of any of these services is determined on a case-by-case basis. Region 4 ESC and OMNIA Partners Participating Entities can contact their Account Manager for details. For more information directly from each manufacturer, please visit the following links where more detail is provided:

- [Azure](#)
- [AWS](#)
- [GCP](#)

## Infrastructure as a Service

With thousands of partner-certified specialists, CDW•G continues its position at the forefront of Cloud migration. Possessing a strong foundation in virtualization, remotely managed services, and other related technologies, we enjoy a leadership role in helping organizations design and implement Cloud Solutions, regardless of preferred vendor.

Our Infrastructure-as-a-Service (IaaS) solutions include all three of the major cloud providers, Azure, Google Cloud Platform (GCP), and Amazon Web Services (AWS). Our IaaS offer also includes Tierpoint Cloud Services consisting of Consulting Services for Cloud Migration, Consulting Services for Migration Assessment, and 50 GB Logging Reporting for Firewall. The unit definition for each service is outlined in the pricing sheet.

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

Response:

---

CDW•G is well-positioned to provide our customers with exactly the cloud solutions that best fit their unique requirements. The below sections detail CDW•G's position as a provider of cloud solutioning utilizing AWS, Azure, and GCP. All three of these offered cloud solution providers provide services for Infrastructure as a Service (IaaS), as defined by SP 800, the NIST Definition of Cloud Computing. The NIST definition of IaaS is:

The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer can deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

The three offered cloud service providers are all able to support cloud IaaS under the following deployment models, as defined by SP 800, the NIST Definition of Cloud Computing.:

**Private cloud.** The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off-premises.

**Community cloud.** The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off-premises.

**Public cloud.** The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, government organization, or some combination of them. It exists on the premises of the cloud provider.

**Hybrid cloud.** The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load-balancing between clouds).

In the following sections, Region 4 ESC and OMNIA Partners can find a detailed description of each provider, our relationship with the provider, a success story utilizing offerings from the specific provider, links to the provider's online current CSP service level agreement, links for any other relevant terms and conditions that may be required by the CSP, a CSA star self-assessment, and proof of our companies authorization to resell.

### Amazon Web Services



CDW•G helps customers adopt and integrate AWS securely, provides ongoing support, or even manages the environment. We help customers scale where needed, stay informed of any changes, and maximize Return On Investment (RoI) on AWS investments while achieving business outcomes faster. CDW•G holds multiple certifications, including the recently earned AWS Migration and Storage Competencies, and is a proud Advanced Consulting Partner.

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

# Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

## CSP Service Level Agreement (SLA)

Response:

The AWS SLA can be found at the following link: [https://aws.amazon.com/legal/service-level-agreements/?aws-sla-cards.sort-by=item.additionalFields.serviceNameLower&aws-sla-cards.sort-order=asc&awsf.tech-category-filter=\\*all](https://aws.amazon.com/legal/service-level-agreements/?aws-sla-cards.sort-by=item.additionalFields.serviceNameLower&aws-sla-cards.sort-order=asc&awsf.tech-category-filter=*all)

## CSA STAR Self-Assessment

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

Response:

AWS holds a Star Level One with the Cloud Security Alliance. More information can be found at the following link: <https://cloudsecurityalliance.org/star/registry/amazon/services/amazon-web-services/>



## Relevant Terms and Conditions

Copy of/link of relevant terms and conditions that may be required

Response:

Here is the link to the Amazon Web Services Service Terms: <https://aws.amazon.com/service-terms/>

### Company Authorization to Resell

Note: For CSPs primarily engaged in the delivery of IaaS/PaaS, proof of authorization to resell must come from CSP; For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel. Can be provided by either the CIP or authorized distribution channel.

Response:

---

The following page displays a letter of authorization from Amazon Web Services.



CC VND 00271544 2022 TR



Amazon Web Services, Inc. • 410 Terry Avenue N. • Seattle, WA 98109

April 19, 2022

CDW Government LLC  
75 Tri-State International  
Vernon Hills, Lincolnshire, IL 60069  
US

Re: Letter of Support for Region 4 Education Service Center, OMNIA Partners

To Whom It May Concern:

Amazon Web Services, Inc. (AWS) is very pleased to support CDW Government LLC in its efforts to assist Region 4 Education Service Center, OMNIA Partners for Region 4 Education Service Center, OMNIA Partners using the AWS Cloud. This letter confirms that CDW Government LLC is an AWS Partner Network (APN) AWS Advanced Partner in good standing.

CDW Government LLC also holds the following AWS Competencies: Migration Consulting Competency, Storage Consulting Competency, Digital Workplace Consulting Competency.

CDW Government LLC participates in the following AWS Partner Programs: AWS Public Sector Solution Provider, APN Immersion Days, AWS Marketplace Skilled Consulting Partner.

AWS offers commercially available, web-scale computing services that help organizations avoid much of the heavy-lifting typically associated with launching and growing successful applications. These services are based on Amazon's own back-end technology infrastructure and incorporate over a decade and a half of experience building one of the world's most reliable, scalable, and cost-efficient web infrastructures. The use of AWS will provide you with access to expertise in large-scale distributed computing and operations and will enable your applications to be robust and scalable.

AWS values and appreciates the opportunity to support CDW Government LLC, and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact Bryan Lee, US Public Sector -PDM, at [bryburt@amazon.com](mailto:bryburt@amazon.com) or 773.225.6985.

Sincerely,

Amazon Web Services, Inc.

A handwritten signature in black ink, appearing to read "Shannon Lowther".

Shannon Lowther  
Senior Manager, Worldwide Public Sector Contract Management

## Google Cloud Platform



CDW•G is one of the most technically savvy Solutions Integrators in the industry. With two of the world's 50 Google Cloud Fellows on staff, nearly 300 engineers with expertise spanning from Certified Kubernetes Architects to Cisco DevNet Professionals, and a full-stack software development practice, CDW•G knows we can be Region 4 ESC and OMNIA Partners cloud partner.

Having served hundreds of multicloud customers, CDW•G is a Google Cloud Premier Partner, as well as a contributing member of the Cloud Native Computing Foundation. Our Google-approved expertise includes:

- Anthos: hybrid/multi-cloud application platform
- Conversational design
- Data warehouse modernization
- Cloud-native application development
- CCAI integration
- Contact center intelligence

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

## CSP Service Level Agreement (SLA)

Response:

The GCP SLA can be found at the following link:

[https://static.carahsoft.com/concrete/files/4016/2402/1199/Master\\_Cloud\\_GCP\\_TOS\\_621.pdf](https://static.carahsoft.com/concrete/files/4016/2402/1199/Master_Cloud_GCP_TOS_621.pdf)

## CSA STAR Self-Assessment

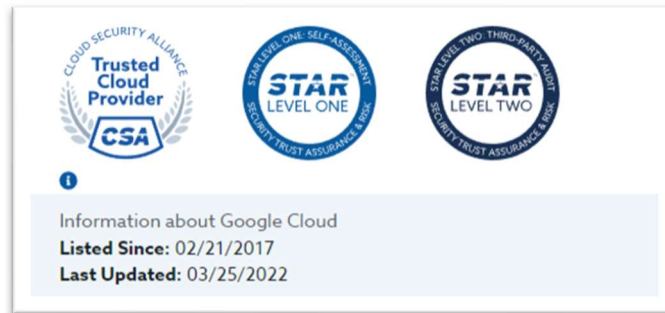
All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self-Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry.

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Region 4 ESC and OMNIA Partner Group are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

Response:

GCP holds a Star Level One with the Cloud Security Alliance. More information can be found at the following link: <https://cloudsecurityalliance.org/star/registry/google/services/google-cloud/>



## Relevant Terms and Conditions

Copy of/link of relevant terms and conditions that may be required

Response:

Use this link to GCP Terms of Service: <https://cloud.google.com/terms>

## Company Authorization to Resell

Note: For CSPs primarily engaged in the delivery of IaaS/PaaS, proof of authorization to resell must come from CSP; For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel. Can be provided by either the CIP or authorized distribution channel.

Response:

The figure to the right is taken direct from GCP's website, showing we are authorized to resell this offering.

The following page contains a letter of authorization from Carasoft, an authorized GCP distribution channel.

### Find the right Google Cloud partner

Choose from thousands of trusted partners to help you move to, build, and work in the cloud.

contains: cdw X

Clear filters

Specializations and Expertise highlight partners who have demonstrated customer success across Google Cloud products and industries.

Dismiss

Learn more

Displaying 3 of 3 results



CDW

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

#### Products

Google Workspace, Chrome, Google Cloud Platform, Google for Education, and Google Cloud

United States



IGNW

IGNW, now Digital Velocity Solutions at CDW, is a full-stack consulting company focused on contemporary architecture and application ...

#### Specializations

Application Development - Services and Data Analytics - Services

#### Expertises

Data Warehouse Modernization, Amazon Hybrid/Multi-cloud App platform, Cloud Native Application Development, CCAL Integration, and 17 more expertises

Products

Google Cloud

United States

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Region 4 ESC and OMNIA Partner Group are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").



Carahsoft Technology Corp.  
11493 Sunset Hills Rd  
Suite 100  
Reston, VA 20190

April 25, 2022

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

To whom it may concern,

Carahsoft Technology Corp., Google Cloud's public sector distributor, authorizes the above named partner for resale of the following services:

-- Google Cloud Platform

Should you require any additional information, please contact the undersigned at 703-889-9838 or direct email at [Jeff.Dowdy@carahsoft.com](mailto:Jeff.Dowdy@carahsoft.com).

A handwritten signature in black ink that reads "Jeff Dowdy".

Jeff Dowdy  
Director  
Carahsoft Technology Corp.

## Microsoft Azure



CDW•G is the worldwide leader in Microsoft Server and Cloud Enrollments, as well as Enterprise Agreements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW•G engagements to date. As a Microsoft Gold Certified Partner, CDW•G has been selling Microsoft solutions for 20+ years and continues to develop cutting-edge services and solutions with Microsoft.

As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Some of our certifications include:

- 167 Microsoft Certified Systems Engineers (MCSE)
- 98 Microsoft Certified Systems Administrators (MCSA)
- 14 Project Management Professionals (PMP)
- 4 Microsoft Certified Data Base Administrators (MCDBA)
- 3 Microsoft Certified Application Developers (MCAD)

CDW•G participates in the majority of Microsoft Rapid Deployment Programs and Technology Adoption Programs. This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations.

CDW•G will help Region 4 ESC and OMNIA Partners Participating Entities adopt and integrate Azure securely and efficiently.

We have also earned Microsoft's Azure Expert Managed Services Provider (MSP) certification, which required CDW•G to demonstrate to an independent third party that our experience in these solutions is best in class and that we provide our customers with consistency in process, tools, skills, and technology to ensure successful delivery of repeatable, complex solutions based on Microsoft Azure.

### Success Story: Life Benefits Organization

#### Challenge

During a routine touch-base conversation, the customer's Account Manager learned the organization was frustrated with assessing various options to expand its cloud footprint.

The customer did not have the technical expertise to set up Azure in their environment and needed CDW's knowledge and resources to assist their already constrained IT team. They wanted to create a better experience for their employees.

#### Solution

Through continued conversations with the customer, the team was able to successfully execute a Statement Of Work to assist in setting up the customer's Azure environment including Active Directory, Server Virtualization, DR strategy, and opportunities for future managed services.

#### Benefits

The customer is extremely happy so far with the experience working with our Team. They are looking to lean on us for future Managed Services.

## CSP Service Level Agreement (SLA)

Response:

The Azure SLA can be found at the following link: <https://azure.microsoft.com/en-us/support/legal/sla/>

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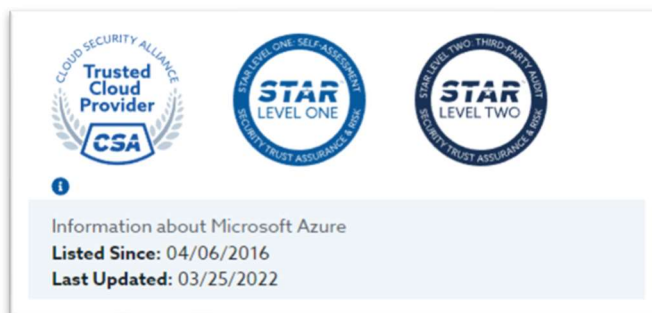
## CSA STAR Self-Assessment

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

Response:

Microsoft Azure holds a Star Level One with the Cloud Security Alliance. More information can be found at the following link:

<https://cloudsecurityalliance.org/star/registry/microsoft/services/microsoft-azure/>



## Relevant Terms and Conditions

Copy of/link of relevant terms and conditions that may be required

Response:

Use this link to review the Microsoft terms and conditions: <https://www.microsoft.com/en-us/useterms/>

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

Use this link to review Microsoft Azure service agreement and terms:

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

## Company Authorization to Resell

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Response:

The following page contains a letter of authorization from Microsoft Azure.

Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399

Tel 425 882 8080  
Fax 425 706 7329  
www.microsoft.com



4/20/2022

Region 4 Education Service Center, OMNIA Partners

To whom it may concern:

I hereby confirm that CDW Logistics LLC has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft Partner Network program.

CDW Logistics LLC (MPNID: 1121211)  
200 N Milwaukee Ave  
Vernon Hills, IL - 60061  
United States

**Competencies:** Demonstrate technical capabilities in Microsoft products or technologies.

- Silver Data Platform (Expires on 11/30/2022)
- Gold Messaging (Expires on 11/30/2022)
- Gold Application Integration (Expires on 11/30/2022)
- Gold DevOps (Expires on 11/30/2022)
- Gold Data Analytics (Expires on 11/30/2022)
- Gold Enterprise Resource Planning (Expires on 11/30/2022)
- Gold Project and Portfolio Management (Expires on 11/30/2022)
- Gold Communications (Expires on 11/30/2022)
- Gold Application Development (Expires on 11/30/2022)
- Gold Collaboration and Content (Expires on 11/30/2022)
- Gold Cloud Platform (Expires on 11/30/2022)
- Gold Datacenter (Expires on 11/30/2022)
- Gold Cloud Productivity (Expires on 11/30/2022)
- Gold Small and Midmarket Cloud Solutions (Expires on 11/30/2022)
- Gold Enterprise Mobility Management (Expires on 11/30/2022)
- Gold Windows and Devices (Expires on 11/30/2022)
- Gold Security (Expires on 11/30/2022)

Microsoft Corporation is an equal opportunity employer.



Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399

Tel 425 882 8080  
Fax 425 706 7329  
www.microsoft.com



**Advanced specializations:** Validate technical capabilities to deliver specialized services in a specific solution area.

- Adoption and Change Management (Expires on 10/1/2022)
- Calling for Microsoft Teams (Expires on 10/5/2022)
- Meetings and Meeting Rooms for Microsoft Teams (Expires on 12/9/2022)
- Teamwork Deployment (Expires on 10/6/2022)
- Windows Server and SQL Server Migration to Microsoft Azure (Expires on 7/15/2022)
- Microsoft Windows Virtual Desktop (Expires on 11/12/2022)
- Identity and Access Management (Expires on 11/14/2022)
- Threat Protection (Expires on 7/19/2022)
- Information Protection and Governance (Expires on 10/12/2022)

**Azure Expert Managed Service Provider:** Validate expertise in end-to-end cloud lifecycle management including assessing, migrating, building, deploying, optimizing, and efficiently managing business solutions on Microsoft Azure.

- (Expires on 7/31/2022)

Best Regards,

A handwritten signature in black ink, appearing to read "D. Rippey".

Dan Rippey  
Program Director for the Microsoft Partner Network

Microsoft Corporation

Microsoft Corporation is an equal opportunity employer.

## Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

Our Infrastructure as a Service portfolio of AWS, GCP, and Azure is offered in conjunction with our Managed Cloud as a Service, as outlined in the Managed Cloud Services section below.

### Platform as a Service

For this proposal, CDW•G is offering two services from our ServiceNow portfolio. ServiceNow is a cloud-based workflow automation platform that enables enterprise organizations to improve operational efficiencies by streamlining and automating routine work tasks.

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

**Response:**

ServiceNow is a cloud solution provider which provides services for Platform as a Service (PaaS), as defined by SP 800, the NIST Definition of Cloud Computing. The NIST definition of PaaS is:

The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

ServiceNow supports PaaS within the following deployment models, as defined by SP 800, the NIST Definition of Cloud Computing.:

Private cloud. The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off-premises.

Community cloud. The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off-premises.

Public cloud. The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, government organization, or some combination of them. It exists on the premises of the cloud provider.

Hybrid cloud. The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load-balancing between clouds).

### ServiceNow Solutions

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CDW•G offers all of its ServiceNow solutions options through the ServiceNow Solutions team. ServiceNow Solutions (SNS) is an Elite Partner and an Authorized Trainer with ServiceNow. Additionally, SNS holds a current accreditation from ITIL®. In 2019, SNS was formed by acquiring Aprtis, an IT Service Management leader in the industry since 2003. Our team of over 100 service management professionals possesses a depth of knowledge and commitment to customer success that has resulted in multiple industry awards and a leading CSAT score of over 9.5 out of 10. With customers ranging from Fortune500 companies to some of the nation's leading healthcare organizations and higher education institutions, we have the experience to help Region 4 ESC and OMNIA Partner achieve ServiceNow initiatives.

### **ServiceNow IT Service Management Professional – Unrestricted User 2**

Our PaaS Offering for this proposal includes two different ServiceNow services, delivered through ServiceNow Solutions. The first offering is ServiceNow IT Service Management Professional – Unrestricted User 2. IT Service Management is a platform that can assist an organization in designing, building, delivering, operating, and controlling the information technology services it offers to both internal users and customers.

### **ServiceNow Integrated Risk Management Professional – IRM User**

The second offering within our PaaS offering for this proposal is ServiceNow Integrated Risk Management Professional – IRM User. ServiceNow's integrated risk management professional offering allows organizations to identify what risks are affecting their organization's IT fundamentals, or may affect their organization in the future. Integrated risk management allows an organization's IT department to make risk-based decision-making fast when it matters.

### **CSP Service Level Agreement (SLA)**

Response:

---

The ServiceNow SLA can be found at the following link: [https://docs.servicenow.com/en-US/bundle/sandiego-it-service-management/page/product/service-level-management/concept/c\\_SLADefinitions.html](https://docs.servicenow.com/en-US/bundle/sandiego-it-service-management/page/product/service-level-management/concept/c_SLADefinitions.html)

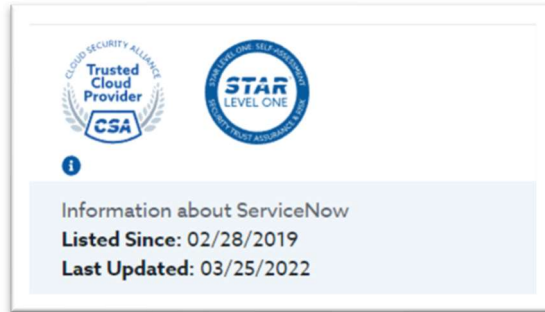
### **CSA STAR Self-Assessment**

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

Response:

---

ServiceNow holds a Star Level One with the Cloud Security Alliance. More information can be found at the following link: <https://cloudsecurityalliance.org/star/registry/servicenow/services/servicenow/>



## Relevant Terms and Conditions

Copy of/link of relevant terms and conditions that may be required

Response:

---

Here is the link to the ServiceNow Customer Agreements and Terms:

<https://www.servicenow.com/upgrade-schedules.html>

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Response:

---

The following link is taken direct from ServiceNow website, showing we are authorized to resell this offering:

<https://www.servicenow.com/partners/partner-finder/cdw-logistics-llc--us.html>

The following page displays a letter of authorization from ServiceNow Solutions.

DocuSign Envelope ID: F831B4FB-21C4-4927-AB69-F56CF0EDF6B6



April 29, 2022

April 29, 2022

Texas Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, Texas 77092  
(713)-462-7708

*Subject: Letter of Authorization Regarding CDW-G – RFP 22-08 Texas Region 4 Education Service Center ("ESC") For Total Cloud Solutions and Services*

Dear Sir or Madam,

This letter is in reference to CDW Government ("CDW-G")'s offer in response to RFP 22-08 Texas Region 4 Education Service Center ("ESC") For Total Cloud Solutions and Services.

This letter confirms that, as of the date of this letter, the parent company of CDW-G, CDW Logistics, Inc., is in good standing with ServiceNow and is authorized to resell ServiceNow's subscription products and services to U.S.-based customers, subject to ServiceNow's governing standard terms and conditions.

Please let us know if we can be of any further assistance.

Respectfully,

DocuSigned by:  
A handwritten signature in blue ink that reads "Jeffrey M. Pedersen".

0509F73E21B54C2  
Jeffrey M. Pedersen  
Director, Public Sector Corporate Counsel

DS  
The DocuSign logo, consisting of a blue square with a white "DS" inside.

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Proprietary and Confidential

Page 1 of 1

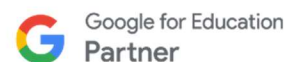
## Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

If there is a CDW•G Nationally Advertised Price (NAP) available for above offerings, OMNIA Members will receive a discount of **Exempt Price** off CDW•G NAP. The NAP is publically available pricing for hundreds of thousands of offerings available 24/7, which is competitively benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.

If NAP doesn't exist, then CDW•G will rely on MSRP pricing available to CDW•G or based on CDW•G quoted price.

### Software as a Service

Consistent with the current Total Cloud Solutions contract, we're offering **Exempt Price** off Nationally Advertised Price (NAP), a Verifiable Price Index, for all SaaS solutions in which publishers offer a referenceable price point contributing to CDW•G's Nationally Advertised Price. At CDW•G, we have been pioneers in establishing and evangelizing the value of a dynamic pricing structure. We utilize our NAP 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. This flexible and forward-thinking price model accommodates OMNIA Partners Participating Entities' needs today and, in the future, as it inherently incorporates new SaaS solutions into the contract scope as they emerge throughout the duration of any resulting agreements.



### Amplified IT, a CDW Company

CDW acquired Amplified IT in March of 2021, a leading education-focused consultancy that combines technical skills and knowledge to the K-12 and Higher Education markets. Amplified IT brings innovative, highly-skilled talent to CDW•G, and together, we can offer even better support of the increasingly sophisticated education technology solutions in the market," said Joe Simone, Vice President Education Sales, CDW•G. "With Amplified IT alongside our education team, we have more robust Google Cloud capabilities to help our customers maximize their return on education technology investments, ultimately creating more engaging learning experiences for students."

The Amplified IT team is an education-focused consultancy within CDW•G that brings a unique blend of technical skills and knowledge to the K-12 and Higher Ed market to enable and empower IT staff to leverage the innovation of Google for Education and Google Cloud.

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

Response:

Amplified IT is a cloud solution provider which provides services for Software as a Service (SaaS), as defined by SP 800, the NIST Definition of Cloud Computing. The NIST definition of SaaS is:

The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure<sup>2</sup>. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Amplified IT utilizes SaaS within the following deployment models, as defined by SP 800, the NIST Definition of Cloud Computing:

Private cloud. The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off-premises.

Community cloud. The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off-premises.

Public cloud. The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, government organization, or some combination of them. It exists on the premises of the cloud provider.

Hybrid cloud. The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load-balancing between clouds).

Through Amplified IT, we are offering the following products for software as a service (SaaS).

### **Gopher Products**

Gopher Products enable schools within a private cloud to better manage their Google users, groups, chrome devices, and policies at scale.

### **Little SIS for Google Classroom**

Little SIS gives schools the ability to better manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting, and archiving classes.

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**



Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

The offered pricing discount below applies to a la carte and bundle packages of Gopher applications.

SaaS items are priced at a [REDACTED] Discount off MSRP. Amplified IT MSRP can be found at the following link: <https://www.amplifiedit.com/msrp/>

### Addition of New Cloud Providers

Cloud solutioning, IaaS, and PaaS industries are on a dynamic, upward-focused path. When CDW•G initiated the current Total Cloud Solutions contract with Region 4 ESC, we worked to establish the allowance for adding in new solutions as needed by Participating Entities. As such, we would like to request that Region 4 ESC and OMNIA Partners allow for CDW•G to add additional CSPs, so long as they meet Region 4 ESC's and OMNIA Partners' requirements, after award.

CDW•G partners with proven, reliable, and secure cloud providers. Our teams continuously examine the market for new providers that meet our customers' stringent requirements regarding service level and viability. Once a partner is incorporated into our collection of partner offerings, we continually coordinate with them to ensure that they remain relevant and are putting forth the superior member experience Region 4 ESC and OMNIA Partners Participating Entities have come to expect.

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101



benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.

If a cloud offering doesn't have any existing NAP, then CDW•G will rely on MSRP pricing available to CDW•G or based on CDW•G quoted price.

## Managed Cloud Services

Managing a complex and evolving cloud environment requires unique and specialized skills that CDW•G, a proven and trusted partner, can provide. When production and business-critical systems must remain online without disruption, the CDW•G team can keep your Region 4 ESC and OMNIA Partners Participating Entities infrastructure operating optimally. Our Managed Services for Cloud are an integral component of customers' end-to-end digital transformation.

Participating Entities can enjoy the following benefits of our Managed Services practice:

- Establishing security posture
- Improving governance and overall operation
- Increasing availability and performance
- Making informed, strategic decisions based on data

## Managed AWS Services

Our comprehensive next-generation Managed Services for AWS is backed by more than 20 years of managed services support experience. Delivered through CDW's Enterprise Command Center and managed by AWS certified architects, consultants, and engineers, Region 4 ESC and OMNIA Partners Participating Entities can focus on proactive initiatives and outcomes, not technology management.



## Managed GCP Services

CDW•G's GCP-approved architects, consultants, and engineers provide the day-to-day management so Region 4 ESC and OMNIA Partners Participating Entities can harness the power of their technology instead of simply managing it. Our cloud experts work closely with our customers to guide them to an end-to-end cloud management strategy that brings clarity to the cloud.

## Managed Azure Services

As a CSP provider for Azure and a Gold Platform member of the Microsoft Partner Network, CDW•Gs assist customers with the adoption and implementation of Azure securely and efficiently. We have a long-standing, award-winning relationship with Microsoft that we extend to our clients.

## Managed Services Pricing

Managed Services require a specific Statement of Work executed between the customer and CDW•G. Managed cloud services operate in conjunction with a consumption-based model and are calculated on a solution-specific basis.

Managed Services	
Managed Service	Monthly Price*
Basic / Essential / Premium Support for AWS, GCP, and AZURE	Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services.
Basic Service - \$0K to \$10K	As Invoiced
Basic Service - \$10K to \$250K	As Invoiced
Basic Service - \$250K+	As Invoiced
Essential Service - \$0K to \$35K	As Invoiced
Essential Service - \$35K to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced
Premium Service - \$0K to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced
* If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	

For Managed Cloud Services with regards to the above table, rates will alter depending on the different tiers of consumption. The figure below outlines the tiers of consumption and how they relate to service.

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

**Figure 1. Managed Cloud Services Tiers**

### Other Managed Cloud Services

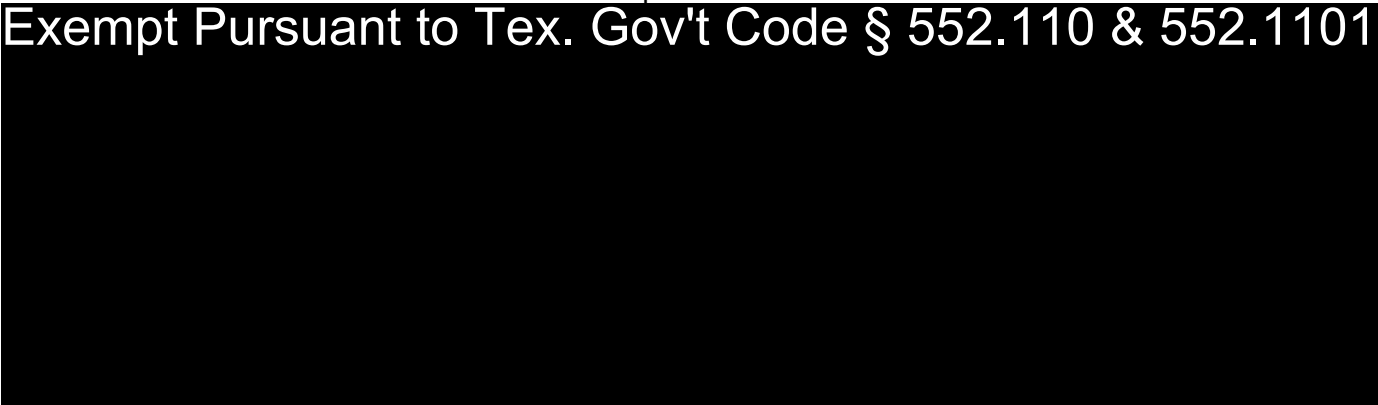
In addition to the managed cloud provider-specific related solutions, we are offering other Cloud-related services to include including professional and managed services, Google for Education services, cloud readiness and health-check capabilities, cloud architects and specialist, staff augmentation, and more. The final cost of all custom Statements of Work (SOW) is based on the scoped work effort, developed in tandem with customers' input. CDW•G Cloud Client Executives are responsible for providing Region 4 ESC and OMNIA Partners Participating Entities an overview of the service and the related pricing, and they act as active stakeholders through the duration of each engagement. Benefits of these related service offerings include:

- **2000+ Technical Coworkers** with thousands of highly regarded and difficult to attain certifications
- **30 Years and 300,000 Customers** proving CDW•G can provide full-stack solutions including cloud services
- **Broad and Deep Expertise** with our accreditation as an MSP AWS and Azure with GCP track for 2022
- **Velocity** allows Region 4 ESC and OMNIA Partners Participating Entities to efficiently, securely, and knowledgeable delve into the cloud

### Managed Services Application Pricing

Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G. Managed cloud services operate in conjunction with a consumption-based model and are calculated on a solution-specific basis.

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101



### Managed Services Backup Pricing

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101











**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

### **Managed Additional Services Pricing**

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

### **Support for Other Managed Services**

All of the offerings in the following table will require the addition of our Gold Level support. Our Gold level of service is designed to minimize, or even eliminate, the need for time and materials-based engineering support and consultation. In a nutshell, CDW• becomes the 24 x 7 expert system administrator for the server or device. All engineering fault diagnosis and break-fix relative to operational uptime and availability —regardless of complexity of time expended by CDW•G—is included with this level of service.

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101** This tier of service includes:

- 24/7/365 Operations
- Engineers on a T&M Basis
- Critical Service and Event Monitoring
- SNMP Variables
- Performance Thresholds
- System Events
- Client Alert Notifications
- Performance Reporting
- Proactive System Patching
- Hot Fixes
- Service Packs
- Firmware Updates
- Break/Fix Support
- Change Control



- Engineering Support
- 99.9% Uptime SLA
- Life Cycle Management
- Predictable Monthly Fee

In addition, our response and resolution objectives for Incident Management are included as follows:

- Priority 1 – 30-minute response; 4-hour resolution targets
- Priority 2 – 120-minute response; 24-hour resolution targets
- Priority 3 – 3360-minute response; 120-hour resolution targets

Time and Materials Support - Additional Terms

- Unscheduled after-hours support is 2X hourly rate with a 2-hour minimum

## Related Services

CDW•G is pleased to offer a wide range selection of related services for Region 4 ESC and OMNIA Partners. These related services include our Digital Velocity Solutions practice, professional services, ServiceNow Solutions Related Services, Staff Augmentation, Amplified Services for both Certification Training and Google for Education support, consultancy, collaboration, and checkups.

Our IT consulting and professional services team — over 1,000 professionals strong — deploys out of 25 U.S. locations to deliver personal service that helps you understand and meet your business and technology needs. Maintaining top certifications, CDW•G has the expertise to roll out custom onsite and cloud solutions across diverse industries in the public and private sectors.

The offered related requires a specific Statement of Work executed between the customer and CDW•G. These services are priced at an hourly rate.

## Digital Velocity Solutions

CDW•G's Digital Velocity Solutions (DVS) practice is an industry leader when it comes to enabling customers to modernize their environment through the combination of speed as well as direction. In turn, this reduces a customer's time to market for implementing features to meet business demand following a detailed governance strategy. Our strategy aligns with the vision of Region 4 ESC in its vision to empower educators to meet the needs of their students in a digital age.

Contemporary technologies can be beneficial, but can also quickly create overlap, confusion, and sprawl. If done incorrectly, they are even harder to support. Our team can help Region 4 ESC and OMNIA Partners leverage existing technology investments while integrating modern solutions and tools. This creates dramatic business outcomes which are easy to manage and fiscally beneficial.

This team delivers full-stack, modern infrastructure and software delivery focused on cloud-native and hybrid-cloud adoption. Our key practice areas include:

- **Advanced Infrastructure and Hybrid IT:** Consulting and delivery services for modern datacenter architecture, networking, servers, virtualization, containerization, and cloud platforms

- **Full Stack IT Automation and Orchestration:** Consulting and delivery services in modern concepts for systems automation, infrastructure-as-code (IaC), and configuration management from the physical network servers to the cloud
- **Systems Integration and Software Engineering:** Consulting and delivery services in modern software development and delivery, web development, mobile development, distributed systems, microservices, and serverless
- **DevOps:** Consulting and delivery services in DevOps, cultural assessments, organizational redesign, CI/CD, and modern software delivery
- **DataOps:** Data Operations services enabling business intelligence through Artificial Intelligence and Machine Learning, driving data security, validation, democratization, and visualization

#### Success Story: Meat Processing Company

##### Challenge

The customer could deploy a new workload to their data center in less than 20 minutes, but getting a firewall rule took a three-week manual process, and required application developers to open a support request with IT and security operations teams. As this customer responded to global market shifts due to COVID-19, it greatly impacted their ability to make changes to supply-chain and digital-marketing applications.

##### Solution

We found that 85% of all requests passed a standardized review. By taking the standard policy review rules and automating the testing, 85% of workloads could be automatically deployed and a compliance document created. Additionally, this configuration change could be tested and confirmed automatically with the application development team, allowing them to automate their end-to-end process without manual support requests and weeks of delay.

##### Benefits

85% of workloads can be deployed within minutes with automated firewall provisioning after successfully passing an automated security policy check. For the deployments that don't pass the automated policy test, the exceptions can be worked in days now as the workload has decreased, increasing the throughput across the board.

### Offered Digital Velocity Solutions Roles

CDW•G's full-stack engineering services team, a part of a specialized group identified as Digital Velocity Solutions (DVS), focuses on digital transformation from code to cloud, and data center to database. The roles listed below are for the skilled engineers that make up this practice.

For this proposal, we are offering the following DVS roles:

- DVS F-CTO
- DVS Digital Strategy Consultant
- DVS Digital Product Strategist
- DVS Principal Engineer / Tech. Lead
- DVS Architect
- DVS Senior Engineer
- DVS Engineer
- DVS Associate Engineer
- DVS Program Manager
- DVS Sr. Technical Project Manager

- DVS Technical Project Manager
- DVS Project Coordinator

The responsibilities of each role are dependent on the statement of work breakdown in the specifics of the project. All of these roles work within the Digital Velocity Solutions team and uphold the go-to-market strategy of DVS.

### Digital Velocity Solutions Pricing

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

### Professional Services

Our project managers and consultants work directly with you to design and implement every facet of Region 4 ESC and OMNIA Partners Participating Entities solutions. After assessing the current environment and business objectives, we'll produce a detailed project blueprint. Partnering with existing staff, CDW•G will oversee the full implementation of the solution. We will conduct a quality assurance methodology and troubleshoot as necessary. An in-depth closeout meeting to make sure Region 4 ESC and OMNIA Partners Participating Entities are ready to take the reins. Our end-to-end support ensures that the solution can improve customer experience, increase efficiency, and free up your team to focus on what matters.

CDW•G services offer you an unusual combination of the close relationship and easy access of a local provider who understands Region 4 ESC and OMNIA Partners Participating Entities environment inside and out, and the scale, efficiency, and resources of a multinational provider.

Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources assist and scale your IT team's needs, freeing them up to focus on delivering bottom-line value and innovation. CDW•G understands each solution is unique and that its delivery must be customized to meet specific needs.

### Professional Services Pricing

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

### ServiceNow Solutions

A continuation of our ServiceNow solutions practice as listed above in our managed services category, this section of ServiceNow solutions related services pricing encompasses several roles that Region 4 ESC and OMNIA Partners Participating Entities can successfully utilize in the creation and implementation of ServiceNow solutions initiatives and projects.

### ServiceNow Solutions Related Services Pricing

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

### Staff Augmentation

The market for qualified resources is more competitive than ever and finding reliable talent can be difficult. CDW•G's Staff Augmentation services take the hassle out of resourcing. We maintain relationships with thousands of qualified resources and provide organizations with the best candidates the first time around. Whether Region 4 ESC and OMNIA Partners Participating Entities need a resource for just a few weeks, several months, semi-permanent, or permanently, our critical TTM (Time to Market) solutions will help Region 4 ESC and OMNIA Partners Participating Entities scale up or down rapidly depending on where they are in the project lifecycle.

## The Staff Augmentation Process

### Recruitment

Upon receipt of the initial customer request, a Business Development Manager (BDM) schedules an intake call with the Region 4 ESC and OMNIA Partners Participating Entities hiring manager to understand the position requirements, candidate profile, length of engagement, and ideal start date. Our BDMs also review factors including soft skills, technical skills, nice-to-have skillsets and experiences, non-negotiables, and organizational culture. In this way, we can best align Region 4 ESC and OMNIA Partners Participating Entities with the correct talent. The alignment fostered during the intake call ensures a more cohesive candidate experience and hiring process.

### Screening

After the intake call, the BDM screens potential candidates from our Applicant Tracking System, which contains many candidates qualified for all different types of roles. We understand the quality of people in an organization creates the ultimate competitive advantage. We are dedicated to getting Region 4 ESC and OMNIA Partners Participating Entities the right resources quickly and efficiently. Our BDMs are IT professionals who deliver solutions themselves allowing relationships to transcend the normal recruiter-candidate-company interaction. Due to their technical experience, our BDMs are acutely aware of the technical requirements needed for roles. As a result, we can typically find several specialized candidates that align with our customers' needs.

### Selection

Once the BDM identifies one or two strong candidates, they are presented to the customer's Hiring Manager for review and selection. We coordinate the interviews, the background checks, and start dates (including getting first-day instructions).

We are typically able to staff contract, contract-to-hire, and full-time employees throughout the US in the following configurations:

### Contract

- Term Length: 1-24 months
- Commitment from Candidate: Candidate must work 32hr/wk (full time)
- Commitment from Region 4 ESC and OMNIA Partners Participating Entities No obligation to hire

### Contract to Hire

- Term Length: 6 months minimum
- Conversion Cost: Can convert to Full Time Employee at no additional cost
  - When a company requests someone for a full-time hire position, we have a 90% conversion rate

### Full-Time Employee (FTE)

- Based on our intake methodology and technical acumen, 81% of our staffing engagements have been satisfactorily fulfilled by the first or second candidate, cutting down on time spent in multiple interviews and enabling the candidates to get to work.

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**Staff Augmentation Pricing**

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101



## Amplified Services

### Google for Education

#### Google for Education (GFE) Audit - K-12

A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts using K-12 education best practices. All services and settings are analyzed, then recommendations are provided on implementation. For a full description - see <http://www.amplifiedit.com/gfe-audit>. The Google for Education (GFE) Audit includes:

- Full and in-depth review of your GFE domain
- Detailed GFE Audit report listing findings, recommendations, and guides
- GFE training/overview session with Amplified IT Consultants

#### Google for Education (GFE) Audit - Higher Ed

A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts using EDU best practices for higher education. All services and settings are analyzed, then recommendations are provided on implementation. For a full description - see <http://www.amplifiedit.com/gfe-audit>. The Google for Education (GFE) Audit includes:

- Full and in-depth review of your GFE domain
- Detailed GFE Audit report listing findings, recommendations, and guides
- GFE training/overview session with Amplified IT Consultants

#### Google for Education (GFE) KickStart Package

A Google for Education KickStart Package provides tailored configuration for G Suite administrative console to ensure your domain is set up properly. Our GFE Support ensures you have technical guidance available on an ongoing basis. For a full description - see <https://www.amplifiedit.com/gfekickstart>. The Google for Education (GFE) KickStart Package to include:

- Fully configured GFE domain
- Tailored GFE Configuration Guide listing best practices
- GFE training/overview session with Amplified IT Consultants
- GFE Support - on-demand support, guidance, consultancy, and training

#### Google for Education (GFE) Support - Support Hours: 10, 20, 40, and Ad Hoc

Amplified IT offers enterprise-level support for Google for Education. We expand on Google's basic break-fix support service by offering access to education-focused support specialists who offer proactive assistance. This service expands your support to include consultancy, migration, provisioning, and training. For a full description - see <https://www.amplifiedit.com/gfe-support>. Google For Education (GFE) Support Specifics:

- GFE Support - on-demand support, guidance, consultancy, and training
- Ad hoc or purchased in 10, 20, or 40-hour blocks
- Expiration occurs one year from the invoice date



## North American Google for Education Technical Collaborative

The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.

## Google for Education (GFE) Training/Consultancy - Full Day Onsite

Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement. This full-day onsite engagement includes expenses.

## Google for Education (GFE) Chrome Checkup

A Google for Education Chrome Check-up digs deep into your current Chrome User, Device, and Management configuration. Our industry experts will analyze all Chrome-related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - <https://www.amplifiedit.com/chromecheckup/>.

Google for Education (GFE) Chrome Check-up Specifics:

- In-depth review of your G Suite Chrome settings and devices
- Results of check-up and analysis
- An hour and a half review meeting with Amplified IT consultants

## Amplified IT Admin Certification Training Sessions

### Amplified IT Admin Level 1 Certification Training - Self-Paced

The Amplified Admin Level 1 Certification training guides Region 4 ESC and OMNIA Partners Participating Entities through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite and pricing is based per seat.

### Amplified IT Admin Level 2 Certification Training - Self-Paced

The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education, and pricing is based on seats.

### Amplified IT Admin Security Specialist Certification Training - Self-Paced

The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing technology leaders and how to appropriately mitigate through setting configurations and pricing based per seat.

## Amplified IT Admin Security Bundle

This bundle contains access to:

- Amplified Admin Level 1 Certification - Live Instructed
- Amplified Admin Level 2 Certification - Live Instructed
- Amplified Admin Security Specialist - Self-Paced videos, transcripts, slides

Access to an Education Workspace Admin console is required for this course and is priced per seat.

## Amplified Related Services Pricing

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101



## CDW•G Cloud Application Methodology and Additional Details

### Describe Modernization Capability/Approach

Modernizing and migrating legacy applications to run on Customer clouds

Response:

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CDW•G believes that application modernization transforms decision and cloud-first strategy choices for the present enterprise. Strategies often are customized by application requirements

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of maturity readiness of development. By evaluating legacy applications for cloud architecture, new development platforms, and infrastructure, we choose the best application modernization strategy to support new functionality and business value.

CDW•G offers the following application modernization strategies:

- Replatforming
- Rehosting
- Recoding
- Rearchitecting
- Reengineering
- Interoperability
- Replacement
- Retirement

Depending on critical mission applications, our modernization engagement may start with a re-hosting strategy as a first phase and progress to the second phase of rearchitecting and re-engineering process. Most of our evaluations revolve around monolithic design, applications often hosted on-premises and following the waterfall model of Software Delivery Life Cycle (SDLC). Our expertise is in re-architecting customers' legacy applications into microservices and deployment to public clouds and private clouds. Microservices architecture follows DevOps methodology and automated Continuous Integration/Continuous Delivery pipeline releases approach.

## Describe New Application Development/Deployment Capability/Approach

Developing and deploying new applications to run on Customer clouds

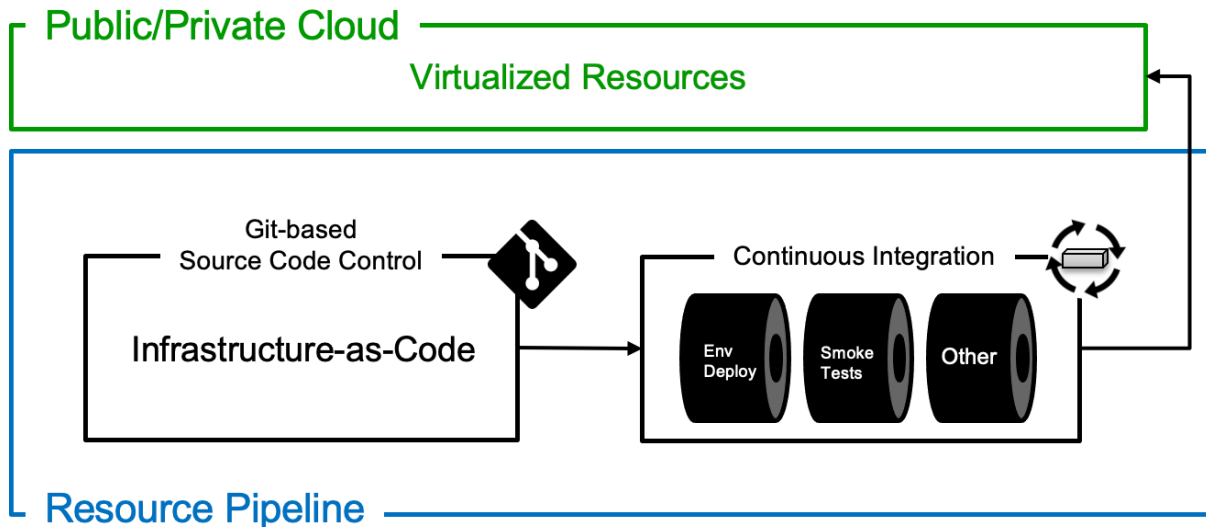
Response:

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CDW•G's new application development focus is on the cloud model. It includes microservices as well cloud-native and event-driven architectures. We understand the following explanation regarding developing and deploying new applications is quite technical. However, we believe it's important to include within our proposal to show Region 4 ESC and OMNIA Partners our deep cloud expertise and knowledge. This knowledge will be passed along to Participating Entities to ensure the cloud solutions deployed are efficient, and more importantly, work for their organization's business goals.

Most of our first redesigns focus on migrating legacy monolithic applications to microservices. After evaluating customer legacy applications, the new cloud application development model for rearchitecting monolithic applications is recommended. Cloud-native architecture and event-driven serverless architecture are recommended for reengineering legacy applications and new application cloud development.

The core pattern at play is as follows:



**Figure 2. Private Cloud & Public Cloud Process**

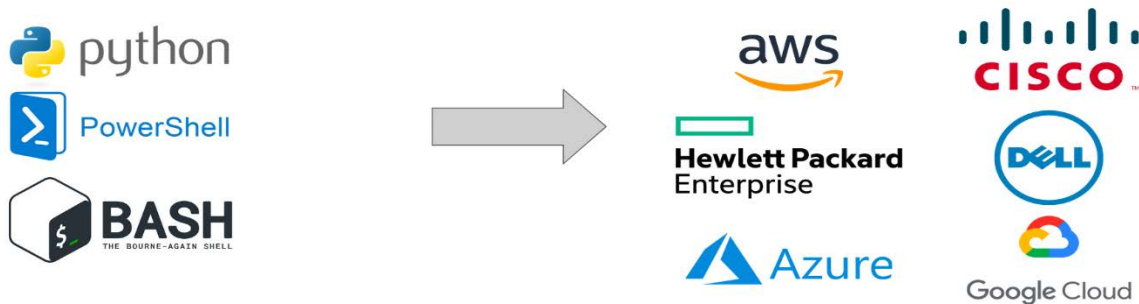
Modern IT operations organizations limit access to public and private consoles to eliminate the variability and human error that come with them. Instead, CDW•G advocates using tools like Hashicorp's Terraform or Red Hat's Ansible and code version control system (VCS) for continuous integration and continuous deployment (CI/CD) for Infrastructure-as-Code (IaC) and microservices. Namely, IaC and microservices image releases do not get run on individual local laptops but instead get checked into a Git-based source code repository such as GitHub, GitLab, or Bit Bucket. An automated (CI/CD) pipeline manages the IaC, and microservices code and microservices image build changes.

The combination of tools enables an IT organization to provide an accounting of IaC/ microservices changes in the source code control system by environment PROD and no-PRD. Code executions in the continuous integration environment, and the whole system works the same way regardless of the cloud target. The only difference between launching a new environment and application is cloud provide; AWS vs Azure vs GCP. The pipeline architecture is the same in either case. This approach allows for the Blue/ Green deployment of modernized applications with underlining infrastructure.

### Traditional Automation

Traditional automation techniques required an individual to acquire two sets of expertise in addition to being an expert on a particular virtualization platform. An individual has to learn a programming language like Python, PowerShell, or Bash. They then have to learn the API for each platform they are already functional experts.

While this still allows for integrating products with AWS, Azure, and GCP, only when combining these three expertise categories could this approach to automation begin to show a return on investment.



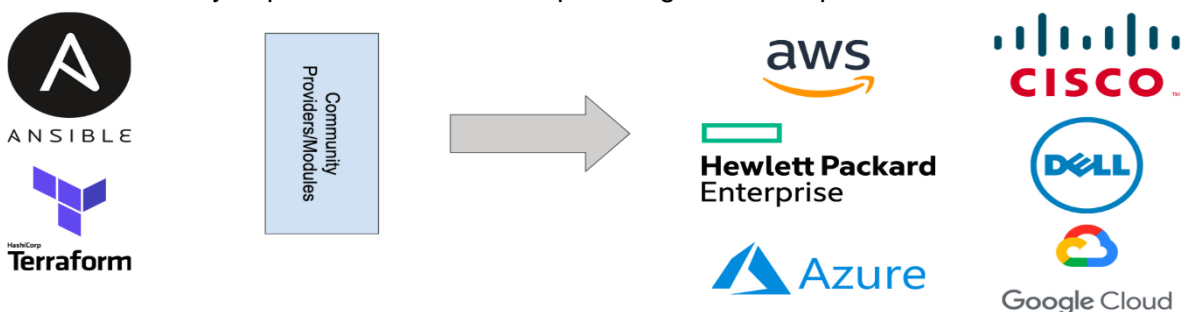
**Figure 3: Traditional Automation**

### Innovation through Methods like Infrastructure as Code

Infrastructure as code (IaC) is the process of managing and provisioning computer data centers through machine-readable definition files, rather than physical hardware configuration or interactive configuration tools. IaC takes a different approach that significantly lowers the learning curve of cloud adoption and IaC is different in two key ways.

1. Instead of asking an individual to provide a prescriptive list of steps to create some virtualized resource, IaC uses a declarative model that simply asks an individual to describe what the end state should be. The specific of how that end state is achieved is a black box to the individual describing the end state. This black box is made possible by a community of experts that build abstractions called providers (Terraform) or modules (Ansible) that translate the details of a raw virtualization platform API.
2. Where IaC becomes more exciting is when a declaration is parametrized to create an organization-specific abstraction that can be reused over and over again. For example, network configurations are hardcoded and firewall rules are absent for the virtual machine that will get launched but imagine parametrizing both of those details and inviting a security team to participate in the creation of the reusable abstraction so that different policies are baked into the IaC.

With IaC, engineers can utilize something declarative like Ansible or Terraform which relies on a communication library of providers/modules for providing the API expertise.

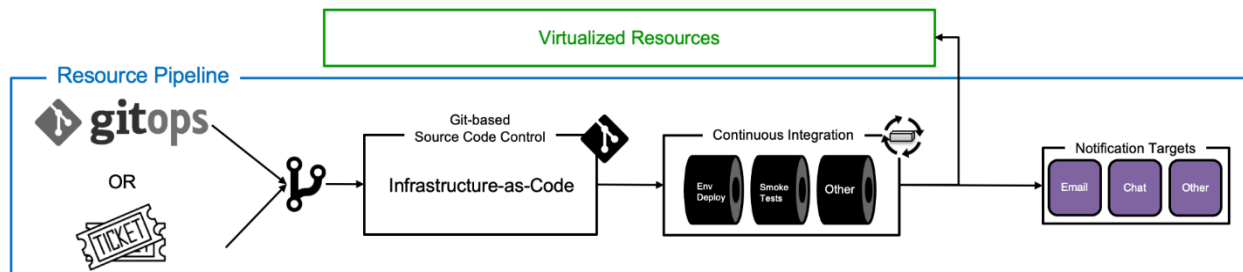


**Figure 4: Infrastructure as Code**

This is where the use of the source code control can enhance the base benefits of IaC. Experts on the virtualization platforms and security teams can jointly create these parametrized abstractions and check them into source code control. Non-experts can then check in files that set the parameters and reuse the organization-specific abstractions. Triggers can be set that when parametrized files get checked into source code control, it causes their execution in the

continuous integration environment and subsequent creation of the virtualized resources in a cloud of choice.

Organizations might choose to put checkpoints at the source code control step, not allowing individuals to check-in parameter files without a manual review by an expert. Or organizations might choose to put checkpoints at the continuous integration step, not allowing the newly checked-in parameter file to be executed without a manual review. That level of automation or manual inspection is up to the comfort level of a particular organization and might even be different for different individuals within that organization. The target of the resource, whether public or private cloud, almost doesn't matter. All that changes in this approach between clouds are the IaC that gets written. What is consistent across deployments regardless of their targets is the accounting that happens at multiple steps and the reuse of expertise, including security, in the organization-specific abstractions.



**Figure 5: Virtualized Resource Pipeline**

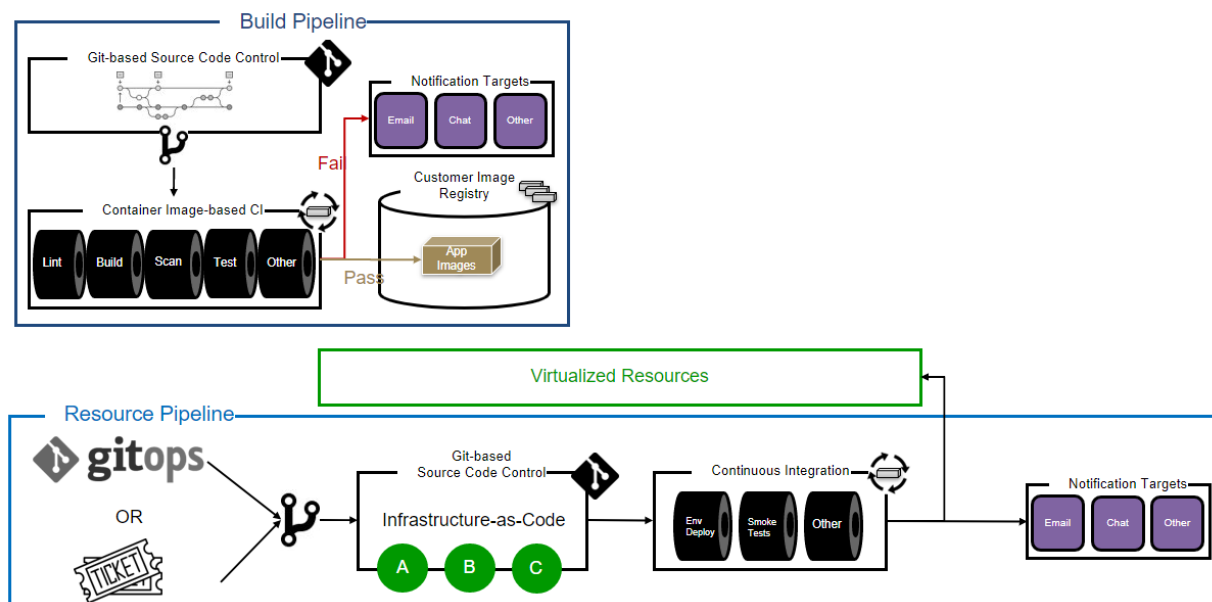
Some users may want to establish an environment built through the virtualization of resources without having to dig through the complexity of learning dense coding. In this scenario, we can establish a path to learning the details of source code control so that they can check in their parameter files.

## Describe Capability/Approach to Public/Private Cloud Solution Management

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

Response:

CDW•G believes that the Cloud is a pattern and not a place. We believe that Region 4 ESC and OMNIA Partners Participating Entities should have the ability to choose how to consume their information where and when is best for them – and that they should be able to present it to whomever in their organization needs it in that same capacity. CDW•G's methodology includes an assessment, understanding, conceptualizing, and implementation approach that will help Region 4 ESC and OMNIA Partners Participating Entities feel comfortable moving into the Cloud.



**Figure 6: Virtual Platform & Cloud**

While we understand Cloud is another person's data center, we also understand moving data anywhere that's not on-premises, may feel uncomfortable. Therefore, in addition to assessments and key conversations with technical leaders, we believe that a cultural conversation needs to be conducted inside an organization to help adopt the new solution.

When CDW•G works with a customer on a Cloud solution proposal, we have an initial conversation (generally started with a coworker from our sales team) and include our Solution Architects. We discuss what matters to that particular organization and conduct an assessment to determine the next best steps. This assessment includes determining which solutions can be migrated to the Cloud and which ones are better when left on-premises. Assessments include conversations, and assessing the physical environment, with the goal output being a clear and concise executive summary.

Following the assessment, our conversation with the customer continues to gain an understanding of their short-term and long-term goals. We create one, three, and five-year plans, taking into consideration many factors including the customer's culture.

Finally, we create a template for customers and build out Statements of Work (SoW) with a Bill of Materials (BoM). Service Level Agreements (SLAs) and best practices are discussed and mutually agreed upon. We understand customers may need additional support, so possible training for staff is discussed and determined.

CDW•G has a full-service capability when it comes to supporting organizations looking for private and public Cloud. From assessment, implementation, containerization, automation, and throughout the lifecycle of application modernization, we will support Region 4 ESC and OMNIA Partners Participating Entities every step of the way.

## Offeror Unique Offerings

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



Response:

### Local Focus and National Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of our State and Local Education customers. With a local presence and national reach throughout the US, our team is ready to continue serving Region 4 ESC and OMNIA Partners Participating Entities. As you may be aware, we have coworkers in offices and remote locations in or near every major city in the US.

### Region 4 ESC and OMNIA Experience

Our success on the current Total Cloud Solutions contract, as well as on our other two OMNIA contracts noted below will be material to our performance on the proposed contract. We can utilize our proven marketing skills and trusted account manager and other expert coworker networks to continue the contract's growth.

Supplier	Contract Title	Contract Renewed Until	Potential Final Expiration	Lead Agency
 PEOPLE WHO GET IT	Total Cloud Solutions	09/30/2022	09/30/2022	Region 4 ESC - TX
 PEOPLE WHO GET IT	Information Technology Solutions & Services	02/28/2023	02/28/2025	City of Mesa, AZ

**Figure 7. Our Current OMNIA Contracts**

### Research and Development

CDW•G has over 20 years of experience in delivering IT services for our public sector and education customers. During that time, we have made a substantial investment in training our service personnel, maintaining our OEM certifications, and developing new services. Our Services Offerings are supported by over 130 coworkers in our Research and Development division. This division works closely with customers, OEM partners, and our sales team to maintain the relevance of our current offerings while developing the next generation of services the market expects from a leading provider. As technology is constantly changing, CDW•G is refreshing and adding new services.

### Excellence in Delivering Cloud Solutions

When it comes to Cloud, four factors set CDW•G apart from the competition.

1. CDW•G is customer-focused and vendor-neutral.
  - When it comes to solving our customer's problems, our sales and technology solutioning team is concerned about providing a Cloud solution that is comprehensive, coherent, and cohesive.
  - These solutions solve our customers' current issues while taking into account future initiatives and goals for growth.
2. CDW•G is a one-stop-shop.
  - We offer a coordinated, thorough process that covers everything from designing to orchestrating to managing. Communication is at the heart of our process.

- One specific way we ensure thorough communication with our customers is in our design and implementation of services. One Technical Solution Architect is responsible for all SOWs on a project. This maintains project-wide integrity and ensures that one active participant maintains high-quality historical customer knowledge.
3. CDW•G structures sales teams to ensure that each one has segment-specific knowledge.
- If the member is a local school district, their sales team specializes in school districts.
  - If the member is a state or local government, their sales team specializes in this area.
  - Our sales teams are deeply connected to their customers, with the average Account Manager having a decade of experience in their role.
4. CDW•G is a leader in the industry growing organically and through strategic acquisitions. In the last several years, we have acquired a number of companies that focus on Cloud solutions and professional and managed services.
- These acquisitions are further outlined in the fourth tab.
  - We are constantly evaluating which emerging technologies our organization needs to best serve the ever-evolving needs of our customers

Additionally, while many vendors provide “managed services,” very few offer the full lifecycle of services from assessment to design and implementation. Our managed services offerings are staffed and supported by our own badged offered engineers using tools and intellectual property developed in our innovation labs.

## Warranties, Discounts, Rebates, Pricing Verification, and Payment

### Warranties on All Products & Services

Provide copies of all warranties on the offered products & services.

Response:

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Regarding warranties for cloud solutions, please refer to the corresponding Terms of Use for each provider, available in the links included in IaaS under “Relevant Terms of Service.” Cloud is an as-a-service platform and is secured by managed services on a monthly, annual, or consumption basis and is priced as such. Where warranties are available, CDW•G follows the below warranty process.

Where able depending on the service, CDW•G offers enhanced warranty services through manufacturers and third-party vendors to better protect your original investment. Enhanced warranty services extend or uplift standard manufacturer’s warranties to ensure ongoing performance, minimize risk and reduce downtime.

- **Warranty Extensions** – lengthen the timeframe of a standard warranty; for example, from one year to three years.
- **Warranty Uplifts** – provide a defined and decreased response time over the manufacturer’s warranty.

Generally speaking, when an extended warranty is purchased, the customer will receive an email or First Class mail with the actual warranty that states the starting and expiration dates, terms and conditions, and the toll-free number to call for service. This agreement is between the customer and the warranty company. However, if the customer is unhappy with the service provided, or feels they are not receiving the service they have been promised and their claim(s) turns into an escalation, then CDW•G will step in to assist.

### Additional Discounts & Rebates

Describe all additional discounts and rebates.

Response:

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

### Describe Contract Pricing Verification

Describe how customers verify they are receiving Contract pricing

Response:

Region 4 ESC and OMNIA Partners Participating Entities 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 and ensure that Region 4 ESC and OMNIA Partners Participating Entities are receiving the correct pricing.

**To verify that they are receiving contract pricing, customers can visit the premium webpage URL:**

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**  
[B2B6C98A8249F2EF](#)

For more information on consumption-oriented cloud pricing for our Infrastructure as a Service offering as detailed above, visit the following links:

- [Azure](#)
- [AWS](#)
- [GCP](#)

### Offered Payment Methods

Describe all offered payment methods

Response:

CDW•G accepts payment through:

1. Credit Cards\* (American Express, Discover, MasterCard, Visa)
2. Checks
3. EDI

4. EFT (Electronic Funds Transfer)
5. Procurement Cards

*\*With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.*

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

While CDW•G appreciates prompt payment, we do not offer discounts for early payment. Prompt payment ensures that CDW•G can continue offering low prices while managing our costs.

For mailed payments, Region 4 ESC and OMNIA Partners Participating Entities can utilize the following two addresses.

- CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

For overnight mailed payments, Region 4 ESC and OMNIA Partners Participating Entities can utilize the following two addresses.

- CDW GOVT  
Lockbox 91515  
5505 N Cumberland Ave Ste 307  
Chicago, IL 60656-1471

## Propose Pricing Update Frequency

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

Response:

The pricing for Azure, AWS, and GCP is offered at Discount [REDACTED] off MSRP, and this percent is fixed through the duration of contract lifecycle and will act as a not to exceed pricing. Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, and PaaS, among others. Due to the bespoke nature, complexity and diversity of cloud offerings, MSRP might not be readily available or even published and in those cases if available, CDW•G Nationally Advertised Pricing (NAP) will be utilized. This can be found on [www.cdwg.com](http://www.cdwg.com). NAP is available 24/7, dynamically updates, and scales following market trends, competitor pricing, etc. In cases where MSRP or NAP pricing is not available to CDW•G and/or the offering is unique, pricing will be based on CDW•G quoted price.

For consumption based offerings, there might be a mandatory Managed Services component based on service level, which is based off the consumption.

For all hourly rates proposed by CDW•G, our offer is contingent a 5% year over year escalation, on contract annual anniversary date, which will act as a not to exceed rate.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services. During the contract term, CDW•G

reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to Region 4 ESC and OMNIA Partners Participating Entities for review and approval. Region 4 ESC and OMNIA Partners Participating Entities will all review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days.

If there any applicable T&E charges, they will be agreed and mutually executed upon in a mutually executed Statement of Work. As such, CDW•G makes efficient use of remote technologies and other in-market resources, to reduce or minimize any T&E, if applicable.

We believe that by providing a holistic flexible pricing structure which can scale with emerging technologies in this landscape and allow for additional discounts to be applied for specific engagements, Region 4 ESC and OMNIA Partners Participating Entities will receive the best value.

## Describe Product Introductions

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

Response:

---

All future product introductions will be priced in the same manner as our current pricing list to align with the Contract pricing proposed. For all other cloud providers and solutions, CDW•G proposes a Discount off CDW•G's publicly verifiable and auditable Nationally Advertised Price (NAP). This ensures OMNIA Partners Participating Entities can benefit from our broad portfolio while offering an avenue to access new solutions as they emerge. Specifically, as new cloud providers and solutions are added, the discount % off NAP structure is automatically offered to OMNIA Partners Participating Entities. All additions beyond this scope will be mutually agreed upon by CDW•G and Region 4 ESC and OMNIA Partners.

## Additional Relevant Information

Provide any additional information relevant to this section.

Response:

---

As always, CDW•G seeks to provide our customers with relevant, comprehensive information. Should there be any questions, or any additional relevant information necessary, please contact our team at the information listed in the cover letter. Additionally, [www.cdwg.com](http://www.cdwg.com), our website, provides a wealth of information regarding our solutions, structure, services, and all our offerings.



# TAB 3

## Performance Capability



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TAB 3

Performance Capability



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## Appx D: OMNIA Partners Response for National Cooperative Contract

### Response for National Cooperative Contract

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

---

### Supplier Response

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

---

### Company

#### History & Description of Supplier

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

Response:

---

Founded in 1984, CDW is a leading provider of technology solutions to more than 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW•G was created in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers with products and services only a large national reseller can provide, combined with a local presence and focus typical of a small business. We have robust representation from our manufacturer partners maintaining a presence within our offices and throughout the field working hand in hand with the CDW•G Account Managers and Field Account Executives. Account Teams are segmented by vertical which allows us to provide each customer with an Account Team knowledgeable of every nuance of their organization and industry. The different segments CDW•G supports include K-12 schools, Higher Education entities, Healthcare groups (including hospitals), State and Local Governments, and Federal.

CDW•G delivers complete IT solutions and services from conception to delivery in a manner consistent with procurement guidelines and customer preferences. We employ Subject Matter Experts (SMEs) to advise each customer on the right solutions for their business objectives, as well as the various purchasing avenues to accommodate efficient and seamless procurement. We pride ourselves on our innovation and ceaseless desire to deliver an excellent customer experience. Our familiarity with State and Local Government and Education entities across the globe, coupled with our success with utilizing OMNIA contracts nationwide will help enable us to continue providing similar products and services throughout the country.

CDW•G is excited by the opportunity to partner with Region 4 ESC and OMNIA Partners in offering a user-friendly, cost-effective online marketplace for cloud solutions. As the incumbent of the current Total Cloud Solutions, we are pleased with the growing partnership over the past several years. The following graph represents the growth of the implementation and we look

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forward to continuing to grow our presence and support as your Total Cloud Solutions contract holder.

With thousands of partner-certified specialists, CDW•G continues its position at the forefront of Cloud migration. Possessing a strong foundation in virtualization, remotely managed services, and other related technologies, we enjoy a leadership role in helping organizations design and implement Cloud Solutions, regardless of preferred vendor. CDW•G, through partnerships with the three leading public cloud providers, AWS, Microsoft Azure, and Google's Cloud Platform (GCP), is perfectly positioned to provide our customers with exactly the Cloud Solutions that best fit their unique requirements.

#### **Success Story: Fostering an Innovative Transition from On-Prem to the Cloud**

This customer was looking for a company that would be able to come in and migrate their locally hosted servers to the cloud. Our team worked with them to create a plan that was cost-effective but focused on moving their company forward in its IT goals. Working with CDW•G, the customer ended up moving forward with Microsoft Azure to migrate their servers to the cloud. Utilizing our Microsoft team, we were able to outline for the customer what the process would like and ultimately build out the reservations for the customer. The customer had a grant fund check that needed to be invoiced before a specific date or lose the money altogether, which turned out to be another challenge.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

#### **Engagement**

We were able to work with the customer and our Microsoft partners to migrate the servers to the cloud as well as work internally with our accounting department to make sure there were no issues in getting the grant check invoiced.

#### **Solution**

We were able to provide the customer with a Microsoft Azure Cloud Solution.

#### **Outcome**

They were able to migrate their data center to the cloud, mitigating the challenges of managing locally hosted servers, while utilizing in-house services to facilitate the migration.

Another example of the benefits of our focus on growth and innovation in the marketplace can be found in our relationship with another OMNIA Partners contract through the City of Mesa.

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

**Figure 8. Growth within CDW•G OMNIA Mesa Contract**

## Salesperson Information

Total number and location of salespersons employed by Supplier.

Response:

---

CDW•G currently employs more than 6,000 coworkers, part of our larger organization of 13,900 coworkers nationwide and in Canada, with more than 28 different locations. Located across the U.S., CDW•G has more than 1,225 Account Managers and 60 Advanced Technology Account Executives forming Account Teams segmented into five verticals: Higher Education, K-12 Education, Healthcare, Federal Government, and State & Local Government.

At CDW•G, we connect our customers to their technology and unlock additional value that goes beyond the business challenges they need to solve. As cloud solutions have evolved, we recognize that their utilization now means different things across the nation. Whether it's State Agencies, Local Governments, Universities, or K-12 classrooms, we have adapted along with SLED customers' changing needs to help them maximize their investments and identify new ways to make the cloud truly work for them.

Our sales force acts as the core of this effort. Employing an iterative approach to identifying, deploying, and adjusting cloud solutions, our sellers and supporting teams ensure that customers have dynamic solutions addressing current and anticipated needs. This could mean walking through a customer's data center to understand their on-premise locations before encouraging migration to the cloud or engaging our full staff of presales cloud resources to design a cloud solution.

Our Account Teams are organized geographically enhancing their knowledge of the local landscape including key partnerships and local practices for contracting. Supporting our Account Teams are technology specialists and engineers, including segment-specific technologists, like our K-12 Classroom Strategists. All of these coworkers will act as an extension of our Account Teams in support of Region 4 ESC and OMNIA Partners Participating Entities Through their expertise in specific solution sets, they advise customers on the technology to make informed decisions in support of mission-critical objectives. Wherever Region 4 ESC and OMNIA partners are located, CDW•G will meet these customers' needs.

Account Managers per segment:

- Higher Education: ~200
- K-12 Education: ~350
- Healthcare: ~250
- Federal Government: ~200
- State and Local Government: ~225

## Support Centers & Corporate Office

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

Response:

---

CDW•G Headquarters is located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061.

At CDW•G, our sales strategy is based on being a locally-focused organization with a national presence. We want Region 4 ESC and OMNIA Partners to understand the breadth and depth of our organization. Our sales offices are widespread throughout the U.S., allowing our sales

teams to be where Region 4 ESC and OMNIA Partners Participating Entities are located. CDW•G has two warehouses and more than 25 U.S. sales offices, including a recently purchased, state-of-the-art 5,000 sq ft office in the Nashville area. Our office locations include:

Office Locations				
Chandler, AZ	Chicago, IL	Detroit, MI	New York, NY	Washington DC
Los Angeles, CA	Lincolnshire, IL	Grand Rapids, MI	Cincinnati, OH	Bellevue, WA
San Diego, CA	Vernon Hills, IL	Minneapolis, MN	Cleveland, OH	Appleton, WI
San Francisco, CA	Rockford, IL	Cherry Hill, NJ	Columbus, OH	Madison, WI
Shelton, CT	Evansville, IN	Eatontown, NJ	Nashville, TN	Milwaukee, WI
Tampa, FL	Indianapolis, IN	Las Vegas, NV	Dallas, TX	Wausau, WI

### Annual Sales for the Prior Three Years

Annual sales for the three previous fiscal years.

Response:

CDW•G is a wholly-owned subsidiary of CDW LLC. CDW•G has a consistent history of demonstrating continued revenue growth, as shown in the table below. Region 4 ESC and OMNIA Partners Participating Entities should take note of the important fact that CDW•G itself is financially stable, and has the ability to leverage additional financial stability through CDW LLC.

CDW and CDW•G Annual Revenue		
Fiscal Year	CDW Total Revenue	CDW•G Revenue Contribution
2021	\$20.82 Billion	\$8.18 Billion
2020	\$18.47 Billion	\$8.13 Billion
2019	\$18.03 Billion	\$6.9 Billion

### FEIN and Dunn & Bradstreet

Submit FEIN and Dunn & Bradstreet report.

Response:

CDW•G's FEIN is 36-4230110.

We appreciate Region 4 ESC'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

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contract with Dunn & Bradstreet, and as such, Region 4 ESC can choose to directly obtain a copy of the report using CDW•G's Dunn & Bradstreet Number 02-615-7235.

## Green Initiatives

Describe any green or environmental initiatives or policies.

Response:

---

CDW•G understands and supports Region 4 ESC and OMNIA Partners' desire to encourage suppliers to incorporate sustainable practices throughout their business operations. As evidenced by our practices outlined in the following paragraphs, we also emphasize integrating environmentally conscious procedures into our everyday operations, and we continually strive to find new ways to reduce our carbon footprint.

At CDW•G, we recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. More than a decade old, the beGreen program provides CDW•G coworkers with a platform to reduce, reuse, and recycle to make our operations leaner, more efficient, and more environmentally responsible.

All CDW•G distribution centers and two of our U.K. offices hold ISO 14001 certification, the international standard for Environmental Management. This certification ensures consistency and effectiveness in our EMS and demonstrates our long-established commitment to managing our business responsibly.

We continually develop our green efforts in compliance with ISO 14001 standards. Doing our part to sustain a healthy planet is critical to the well-being of our coworkers, customers, communities, and business. Our efforts are inspired and led by coworkers around the globe as we strive to do our part for the environment.

Our environmental policy and Environmental Management System (EMS) define the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste in landfills through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

As a part of our regular evaluation, 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. We track our energy usage each year and continually look for ways to reduce it.

To achieve the ISO 14001 certification, we were required to provide significant details regarding our procedures for the following:

1. Chemical handling, storage, and labeling Universal waste (old computer equipment)
2. Chemical handling, storage, and labeling
3. Stormwater and transportation spills, oils, lubes, and forklift batteries
4. Electrical usage



5. Paper and cardboard
6. Lithium-ion battery management

### EPEAT Compliance and Reporting

CDW•G assists customers in determining environmentally preferable products in many different ways, including:

- Providing website specifications for each product details
  - i.e., EPEAT and/or Energy Star compliant and specific power consumption data, where available
- Providing a portfolio of manufacturers that are committed to producing environmentally friendly technology and that have programs and policies that support their commitment.
- Offering products that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
- Training our sales teams on the requirements of Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, And Federal Acquisition

CDW•G is committed to protecting the environment by continuing to manage our business with increased efficiency and understanding the full extent of our environmental impact. While we strive for continuous improvement in the environmental performance of our operations, we recognize our greatest opportunities to impact the environment lie in our supply chain and our ability to work with our partners to address issues such as climate change and waste reduction. More than ever, we are focused on working with our partners and outside experts to evaluate our environmental impacts and opportunities.

### Our Facilities

Our environmental policy and Environmental Management System (EMS) apply to all our operations globally. In addition to the ISO 14001 certifications, our largest US office locations and our U.K. distribution center have the following energy certifications:

1. LEED (in the U.S. and Canada)
2. BOMA (Canada)
3. BREEAM / REGO (U.K.)

These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly. We continue to utilize a wide variety of energy efficiency measures, such as LED lighting and motion sensors, across our company. In addition, for the third year in a row, in 2021, our two U.S. distribution centers surpassed our goal for a waste-to-landfill diversion rate of more than 90%, which is consistent with our facilities' ISO 14001 certification.

### Coworker Initiatives to Protect the Environment We Share

Our coworkers continue to be active participants in their local communities' efforts to address environmental sustainability. CDW•G initiated a partnership with Soles4Souls, an organization that redirects unwanted shoes away from waste streams to communities in need.

Our beGreen program continues to provide coworkers with a platform to share ideas and take collective action to protect our environment. The program is managed by a cross-functional



team of coworkers from multiple CDW•G locations, and participation continues to be strong since its inception 13 years ago.

## Energy Management and Climate Action

### Energy Efficiency

We track our energy management performance on an ongoing basis and continue to seek ways to drive further efficiencies. As part of our ISO 14001 certification, we maintain a three- to a five-year window of visibility to identify, assess, and plan for the implementation of additional energy efficiency improvements. Our ability to directly impact our energy usage is somewhat limited by the fact that we lease the majority of our global real estate footprint.

Specific energy efficiency efforts include:

- Energy-efficient lighting solutions, including indoor and outdoor LED lighting
- Motion sensor lighting and conveyor systems that turn off in response to inactivity
- "Smart" HVAC systems that adjust according to business hours and seasonal temperatures
- Water consumption solutions, including rainwater harvesting efforts in the U.K. and environmentally friendly water heaters in the U.S.
- Solar panel usage at two of our U.K. locations

In 2021, we achieved 100% renewable energy sourcing for CDW-owned buildings in the U.K. We also moved into 250,000 square foot office space in downtown Chicago. The Verified Healthy Building and LEED Silver building utilizes cutting-edge design and smart-enabled technology to reduce our environmental impacts. It is also conveniently located for easy access to Chicago's public transit system to allow for more environmentally friendly commuting options for coworkers.

### 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 from MGE, making CDW•G the largest private buyer in the program.

### Carbon Emissions

Given the non-manufacturing nature of our operations, our facilities do not represent a significant climate footprint. However, working with our third-party shipping and logistics partners does present an opportunity for us to focus on carbon emissions reductions in our supply chain. We are actively engaged with several vendor partners to understand their climate action goals and efforts, and how we can work together to address the challenges of climate change and meet stakeholder and customer expectations.

Toward the end of 2021, we engaged with a third-party environmental consulting firm to assess our scope 3 carbon emissions profile and identify additional climate action opportunities within the organization. The gathering and evaluation of data are ongoing as of the writing of this response.



## Transportation Initiatives

Approximately 98% of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency. We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions. These global programs include:

- UPS Trailer Utilization, which reduces the number of truck movements needed to deliver freight by creating direct-lane pulls from our distribution centers to customers in a common area
- Best Way (Logistics Specialist Solution) which reduces the number of trailers needed to ship an order by consolidating multiple orders into a single truckload

In addition, as part of our ongoing environmental impact assessment, we analyzed the Environmental, Social, and Governance (ESG) goals and performance of our transportation and logistics partners. It was determined that more than 75% of our U.S. shipments are handled by carriers with Net Zero emissions targets.

## Materials and Materials Efficiency

### Reducing Waste to Landfill

We seek to reduce waste in landfills through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. Our recycling efforts include:

- Elimination of plastic bottles from vending machines in our offices and warehouses
- Elimination of single-use plastic cups
- Company-wide internal toner cartridge recycling program
- Recycling centers on each floor of our office locations
- Recycling chutes for certain materials at our distribution centers
- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

### Protecting Forests through Responsible Paper Consumption

Through our [Printer Supplies Program](#), CDW•G customers are offered complementary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through:

- Ongoing measurement of paper consumption
- Custom paper footprint and forest impact insights
- Opportunities to automatically “re-leaf” forests through reforestation projects of the customer’s choosing

OVER THE LAST SIX YEARS, OUR US DISTRIBUTION CENTERS HAVE RECYCLED:



For the third year in a row, CDW's US distribution centers outperformed their waste diversion goal of **90%+**.

**Figure 9: Amount of Recycled Content in Distribution Centers**

Since we joined the program in June 2018, our customers have collectively offset the equivalent of more than 577 million standard pages of paper consumption by supporting the reforestation of more than 69,000 trees.

### IT Asset Disposition Services Ensure Proper Disposal of E-Waste

CDW's IT Asset Disposition teams offer our customers proper device wiping, removal, evaluation, and recycling services for devices that are no longer being used. Proper asset disposition involves completely and securely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. For any devices of value, we provide a buyback rebate on the customer's account.

Our process is certified by e-Stewards, which:

- Prohibits the export of hazardous waste to developing countries
- Requires a certified ISO 14001 environmental management system
- Prohibits all toxic waste from being disposed of in landfills and incinerators
- Prohibits the use of prison labor in handling sensitive data and toxic electronics

Our trusted e-waste partners include Procurri and AnythingIT.

In addition, when replacing our own devices, we seek to minimize our environmental footprint by finding a reuse opportunity for our used equipment. At our headquarters in Illinois, we have had grassroots, coworker-led initiatives to provide veterans groups, underprivileged communities, and other organizations access to our gently used equipment.

### Smart Packaging Solutions

At our distribution centers, we utilize several packaging processes that address environmental considerations, while still meeting and exceeding customer expectations. Our solutions include:

- Using and reusing our vendor partners' packaging when possible, minimizing the need for additional packaging materials when fulfilling customer orders
- Redesigning our cartonization process to utilize algorithms that consider dimensional fit (a more accurate method than volume fit), which enables us to use the least amount of packaging possible
- Using envelope shippers that are 100% recyclable and provide warehouse and shipping space efficiencies for small items

Additionally, our pick-pack shipping containers are made from the maximum allowable amount of post-consumer recycled material and are 100% recyclable.

We continue to work with our vendor partners and logistics suppliers to evaluate opportunities for smarter packaging solutions that maximize both product protection and material efficiencies.

### Diversity Programs

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

Response:

---

Region 4 ESC and OMNIA Partner Participating Entities promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and women-owned businesses, small businesses, veteran-owned businesses, and LGBT-owned businesses. Region 4 ESC and OMNIA Partners' ideal

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vendor on this contract will empower and work with all types of diverse suppliers in the marketplace, not just one or two.

CDW•G does not hold small or diverse business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. We have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to Region 4 ESC and OMNIA Partners opportunities.

In our experience, customer diversity initiatives are not always met by one or two specific certifications. CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications, among others:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Small Business
- HUBZone

### Supplier Diversity Program

CDW•G's Supplier Diversity program goal is to increase procurement opportunities for direct and indirect spending with diverse businesses across the country. 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 provide the best customer experience while contributing to economic growth in diverse communities.

One of our greatest points of pride at CDW•G is that in 2019, our diversity efforts were recognized and CDW•G was formally inducted into the Billion Dollar Roundtable. This is an exclusive group of U.S.-based companies that procure more than \$1 billion annually from minority- and women-owned businesses. To read more about this group, please see <https://www.billiondollarroundtable.org/>.



Our 2021 annual spend with small and diverse businesses via our Business Diversity Program grew to a record \$3.4 billion. These diverse businesses profited from increased revenue through CDW's creation of 29,254 jobs and more than \$1.7 billion paid in wages. Since launching our Supplier Diversity Program, total spending with small and diverse businesses is above \$20 billion.

Our Director of Business Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2021. Other accolades of diversity excellence in 2021 include:

- US Veterans Magazine Best of the Best Supplier Diversity Program
- Professional Women's Magazine Best of the Best Supplier Diversity Program
- Black EOE Journal Best of the Best Supplier Diversity Program

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- HISPANIC Network Magazine Best of the Best Supplier Diversity Program
- Supplier Diversity Program Best of the Decade by MBN Diversity

One more important aspect of the CDW•G Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW•G is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. We also support other organizations with a supplier diversity focus, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, and the National Veteran-Owned Business Association, and the National Gay & Lesbian Chamber of Commerce.

CDW•G contributes financially to these organizations and engages in advisory councils, attends and hosts events, and provides resources to support these organizations' focus on continued growth and success.

In addition, 50% of our Executive Council (our C-Suite executive board; i.e. CEO, COO, CFO, CIO, etc.) members are women.

### Business Diversity Spend within Texas

Our Business Diversity program strategically tracks the economic impact our efforts have in every state. In 2021, our efforts led to a total spend of \$626.7 million in purchases from Texas-based small and diverse businesses. The impact of our Business Diversity program expands well beyond our immediate suppliers. CDW's diverse suppliers and the employees they hire engage other suppliers within their supply chain and their communities, as allowable but the customer. This engagement creates a multiplier effect that ripples through the local economy.

In the State of Texas alone, our spending had a wide-ranging multiplier effect, leading to:

- \$1 billion in economic production
- 5,374 jobs supported
- \$303.7 million in employee wages

We have more than 60 diverse partners based out of Texas that support our customers in delivering hardware, software, and services. In addition, we have partnered with many Texas organizations and across verticals to develop and mentor Texas-based suppliers through Mentor Protégé Programs.

At CDW, it is our supplier development mission to continue to refine our diverse partners' competencies and yield competitive advantages for our company to deliver exceptional technology experiences for our customers.

### Using CDW•G Diversity Partners

CDW•G is continuously developing other diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally since customer spending goals are typically tied to local laws and 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.

We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity program offers a broad and robust partner network.

The following are a few ways that CDW•G can support Region 4 ESC and Participating Public Agencies in meeting their diverse supplier goals:

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

More details on our Tier I and Tier II Programs can be found below.

### Tier I Program

CDW•G is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spending goes directly to the diverse firm. We offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that Region 4 ESC and OMNIA Partners Participating Entities can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with diverse leasing companies to support Region 4 ESC and OMNIA Partners Participating Entities Tier I spend requirements.

### Tier II Program

To foster even more opportunities for small, diverse businesses, we a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services. In this model, CDW•G purchases the products from diverse suppliers and delivers them to our customers. CDW•G can provide Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations.

### Diversity Pricing

Indicate how, if at all, pricing changes when using the diversity program.

Response:

---

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

### Diversity Programs & Certifications

If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Response:

---

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 the company 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 U.S. 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 Leahy as the second female CEO of a Fortune 500 company in Illinois, and with female leaders making up 40% of our executive leadership. Fairygodboss recognized CDW (and thus CDW•G), ranked 2<sup>nd</sup>, 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.

CDW•G does not hold any certifications in any of the classified areas listed below.

Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

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

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: \_\_\_\_\_

## Relationships

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

Response:

As needed throughout the contract, CDW•G may look to bring on additional vendors. CDW•G has partnerships with more than 1,000 technology brands.

The way that CDW•G categorizes our subcontractors and affiliates is unique. CDW•G sometimes contracts with third parties to deliver services when there are constraints on our resources. These companies are managed by our Partner Services group which has in-depth



processes for determining who we work with. Our Partner Services team is comprised of Professional Service Managers and billable project managers who oversee partner management and project oversight. These service managers work directly and collaboratively with our operations team which is comprised of billing administrators and project coordinators that are engaged at the deal level. Each partner receives a review throughout the year ranging from quarterly to yearly depending on their level of engagement with CDW•G along with engagement level surveys to manage and control quality. Partners are held to a minimum survey score to continue performing work for CDW•G.

Depending on the unique needs of each opportunity, the CDW•G Account Teams will work with OMNIA Partners to develop a solution that is both comprehensive and strategic to the specific partner. The partner chosen will be specialized based on the work and needs of the customer. Details of the chosen partner will be provided to the interested party during scoping. Many of our partners include certifications as defined in our Diversity Programs section above, and listed additionally below:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Post-scoping, our services projects follow our Project Management Engagement Methodology which includes a heavy emphasis on communication among the parties to the contract, especially between CDW•G and the customer. These communication points include regular meetings and reports to monitor status, risks, issues, and plans.

Our manufacturing partners (such as Cisco, HP, and Microsoft) are often also considered subcontractors. We work very closely with our manufacturing partners and have many of their badged workers in our locations working with our engineering teams and brand managers. In this way, our CDW•G teams stay current with our vendor partner offerings as well as plans for product end-of-life and new product introductions. Our sales teams meet with our manufacturing partners quarterly and participate in sales training regularly to stay up to date on their latest offerings and offer you the peace of mind that you have a knowledgeable sales staff supporting you.

## Differentiations

Describe how the supplier differentiates itself from its competitors.

Response:

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CDW•G's unique offerings are comprised of three factors: our relationship with OMNIA Partners and Region 4 ESC, our cloud solutioning strategy, and our sales force structure. These three foundational factors uniquely position CDW•G to provide Region 4 ESC and OMNIA Partners



with dynamic cloud solutioning that is both innovative and in line with the forward-thinking mission of both entities.

CDW•G has a longstanding positive relationship with both Region 4 and OMNIA Partners. As the incumbent on the Region 4 Cloud Contract, CDW•G has an extensive history of the sales team's success in utilizing this specific contract to sell cloud solutions to OMNIA Partners. As the incumbent on other opportunities, such as OMNIA Technology Solutions and Services, City of Mesa, AZ, Contract Number 2018011-01, CDW•G is uniquely positioned to serve agencies across the country for a multitude of reasons.

1. CDW•G has extensive cooperative experience with many OMNIA partners. CDW•G is the incumbent on this contract, OMNIA Technology Solutions, Products and Services, Region 4 ESC, Contract Number R210401, as well as on many OMNIA partner contracts, such as OMNIA Technology Solutions and Services, City of Mesa, AZ, Contract Number 2018011-01. As such, CDW•G is uniquely experienced in successfully meeting the needs of Region 4 ESC and all OMNIA partner organizations.
2. CDW•G is a national organization with a local focus. Our national network of sellers has local relationships with OMNIA organizations. This locally-focused sales strategy lines up with Region 4 ESC's dedication to providing educators to solve instructional challenges and create sustainable infrastructure at the local level.
3. Cloud is dynamic, and so is CDW•G. CDW•G's skilled consulting resources and expertise successfully build quality cloud solutions that dynamically fit the needs of our customers. Throughout this proposal, a series of success stories have been highlighted to show CDW•G's proven proficiency in Cloud-oriented solutions.

CDW's vision is to be the leading IT solutions and services provider in the markets we serve. This picture of success includes several key areas such as business performance, coworkers & culture, customer service, operational excellence, and scope of business.

1. Business Performance: We will build a competitive advantage by growing faster than the market, growing operating income faster than revenue, and becoming an indispensable supplier for our customers' technology spending.
2. Coworkers & Culture: We will celebrate, motivate and develop the best coworkers in the industry. Throughout all departments, we plan to invest even more in our people, both in company-specific information and career-building plans. We aim to be viewed by our coworkers as one of the best places to work as well as a company that puts coworkers first.
3. Customer Service: We will ensure continued loyalty by being an indispensable resource to our customers. CDW•G will be perceived as having the most knowledgeable and responsive technology experts in the industry.
4. Operational Excellence: CDW•G will grow operating income faster than revenue with a lean, highly automated, systems-oriented focus. We will be viewed as setting the industry standard for operational excellence in our selling, ordering, fulfillment, and support processes.
5. Scope of Business: CDW•G will continue to focus on our B2B, government, education, and healthcare customers. We will offer selected services, primarily through strategic partnerships, that add value to our core product offering.

We help our customers achieve their goals by delivering Integrated Technology Solutions and services that maximize their technology investment.

**Bankruptcy/Litigation**

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

Response:

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As of the date of submission, there are no known litigation, bankruptcy, or reorganization efforts involving CDW•G.

**Felony Conviction Notice**

Felony Conviction Notice: Indicate if the supplier: a. is a publicly held corporation and this reporting Response: 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 an individual(s) who has been convicted of a felony and provide the names and convictions.

Response:

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We are a publicly held company and this reporting is not applicable.

**Debarment**

Describe any debarment or suspension actions taken against the supplier.

Response:

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As of the date of submission, there are no known debarment or suspension actions taken against CDW•G.

**Distribution, Logistics****Full Line of Products & Services**

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

Response:

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For this response, CDW•G is pleased to offer all of the providers and services as laid out in the second tab of this offering. Additionally, our line of products and services can be found at [www.cdwg.com](http://www.cdwg.com).

**Nationwide Distribution**

Describe how the 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.

Response:

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CDW•G, as all offerors providing cloud solutions with regards to this solicitation, wouldn't traditionally distribute cloud that hardware is distributed. Cloud solutions are deployed via Cloud Service Providers (AWS, Azure, etc.) without the need for physical supply chains.

However, CDW•G does provide nationwide delivery for our hardware products and has a robust system in place to secure timely delivery. A full description of our distribution centers can be found in the Description of Facilities section below.

Many of our top manufacturers and software publishers' representatives are onsite at CDW•G's sales offices to facilitate requests for information and assist with designing the best possible solutions.

- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, and overstocks, as well as other disruptions related to supply and demand variability
- We often secure additional inventory to offset any known supply issues
- CDW•G works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments
- CDW•G has received awards and recognition from our partners for developing and delivering exceptional solutions

Products and services will be offered to all states under the Master Agreement, including U.S. Territories and Outlying Areas.

Additionally, due to the relationships which CDW•G has with both OEM partners and shipping carriers, we ensure the traceability of products regardless of their origin. If products are shipped directly from a manufacturer location, our logistics and drop ship team maintain active communication with the manufacturer and the preferred carrier to not only ensure that the correct number and model of products are being shipped but that shipment schedules are being met.

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 manufacture products ourselves.

The Government Industry Data Exchange Program provides a report of counterfeit or suspected counterfeit products 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.

All of CDW•G's shipping and quality processes are based on the ISO 9001:2015 certification standards, of which we are certified.

### Master Agreement Pricing

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

Response:

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

### Compliance

Immediately upon award of a contract, the Program Manager reviews and disseminates the contract documents and all related proposal documents, recording all items that CDW•G will need to manage. The Program Manager is responsible for ensuring that CDW•G observes all legal statutes included in the contract as well as all business commitments. For example, if CDW•G commits to a pricing structure based on a certain discount from advertised pricing, it is the Program Manager's responsibility to record the pricing in the contract management software, which then locks the structure for purchases made under the contract. Since the Program Manager is often the person most familiar with the contract, they will also make recommendations for improvements and efficiencies based upon their constant analysis of the contract's provisions and trends in the Region 4 ESC and OMNIA Partners Participating Entities' use of the contract.

### Automated Contract Management System

Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it. **End users will be able to view and verify the contracted pricing through this unique URL without the need to log in with a password.**

### Additional Vendors

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

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Cloud Services offering relating to the scope of this solicitation does not require the physical processing, handling, or shipping to the end-user traditionally required with hardware distribution, and thus doesn't apply to this solicitation. We do work with several, authorized, channel partners to deliver solutions to Region 4 ESC and OMNIA Partners Participating Entities. These include OEMs, Publishers, Cloud Solution Providers, and Distribution Partners.

However, CDW•G does work with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, like Carahsoft and Ingram Micro, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.

Depending on the unique needs of each opportunity, CDW•G will work with these resources in conjunction with Region 4 ESC and OMNIA Partners to choose additional vendors that best fit based on the work and needs of the customer. Details of the chosen vendor will be provided to the interested party during scoping.

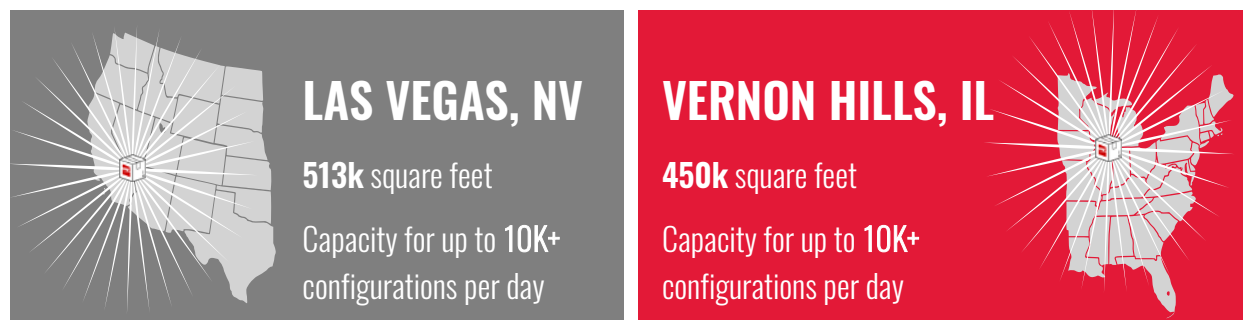
### Description of Facilities

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

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Unlike many solutions integrators, CDW•G operates physical warehouses as opposed to the virtual warehouse methodology. We have two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick

distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.



OUR CONFIGURATION CENTERS ARE PCI CERTIFIED AND HOLD SEVERAL ISO CERTIFICATIONS:

<b>ISO 9001</b> Quality	<b>ISO 14001</b> Environmental	<b>ISO 20243</b> Risk Management	<b>ISO 27001</b> Information Security	<b>ISO 28000</b> Secure Supply Chain
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As of April 2021, we hold more than Exempt Pursu of inventory in our two in-house distribution centers that total almost one million square feet. Our ISO 9001-, 14001-, and 28000-certified, strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the U.S.

Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies.

## Marketing and Sales

### Implementation Strategy

Provide a detailed ninety-day plan beginning from the 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 and Training of the Sales Force.

Beginning with the date a contract is executed, the CDW•G Team, in conjunction with our Executive Leadership, will work to implement the Master Agreement within our computer system and communicate it to the sales team. We will provide Region 4 ESC and OMNIA Partners with specific dates of implementation upon award and with a firm understanding of the contract terms. A sample of this communication is detailed in the figure below.








CDW•G® is proud to have received an award for the Region 4 ESC/National IPA Total Cloud Solutions agreement. This new contract offer participants cutting edge cloud solutions from the industry's top cloud providers. That means the advantages of CDW•G's cloud partner relationships and cloud team expertise can now be yours.

**Here are a few things you'll need to know:**

- **Contract Term:** Three years, effective 10/1/2017. Two option years are available.
- **Products covered:** Highlighted solutions include SaaS, IaaS, PaaS as well as public, private and hybrid cloud from featured manufacturers Acronis, Cloudlock, Dropbox, Egnyte, Nasuni, OneLogin, SyncPlicity and UniTrends. The contract also includes Barracuda, Cisco, Microsoft, and other cloud providers.
- **Eligible Entities:** All National IPA participants

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**For more details or additional information about the contract, contact your dedicated account manager or visit [nationalipa.org](http://nationalipa.org).**

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CDW® and CDW•G® are registered trademarks of CDW LLC. All other trademarks and registered trademarks are the sole property of their respective owners.



**Figure 10. 2017 OMNIA Total Cloud Solutions Contract**

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our Executive Leadership to the Contract Management group, our team of coworkers will collaborate to customize a detailed and 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:

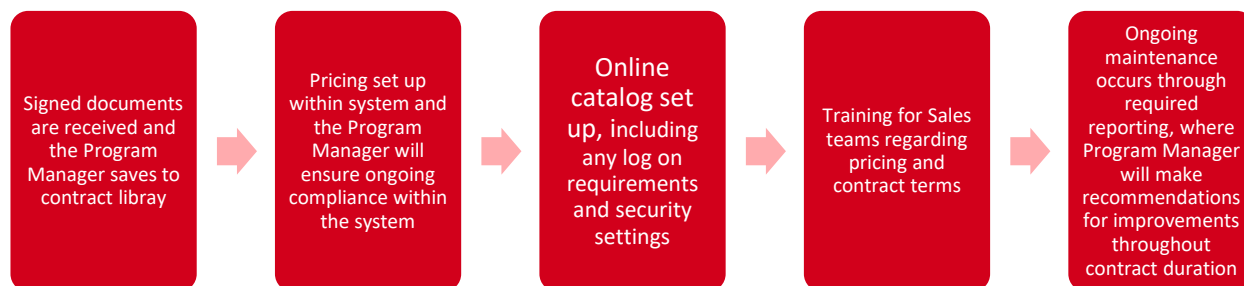
1. Intake
2. Set-Up and Compliance
3. Education
4. Measure

## 5. Growth

This methodology allows our coworkers to efficiently get brought up to speed about this new agreement and begin contract growth with Region 4 ESC and OMNIA Partners.

Our process is as follows:

1. The Program Manager receives the executed Master Agreement and other relevant signed documents and saves CDW•G's contract library
2. The Program Manager sets up the pricing in our Contract Management System
3. The Program Manager works with our in-house eProcurement team to create a homepage specific for Region 4 ESC and OMNIA Partners. ensuring contract-compliant pricing, as well as the various logins and security settings for Participating Entities.
4. The Program Manager oversees training for our sales teams supporting Region 4 ESC and OMNIA Partners on the contract terms and deliverables.
5. The Program Manager will provide Region 4 ESC and OMNIA Partners reports as required by the contract language and analyze the success of the program, making recommendations for improvements throughout the contract's duration.



**Figure 11. Program Management Growth Methodology**

We are excited to bring this proven growth methodology, also displayed in the depiction above, to the contract in partnership with Region 4 ESC and OMNIA Partners.

## Executive Leadership

Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within the first 10 days

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 helps increase contract utilization and drive contract adoption amongst nonparticipating agencies. We meet monthly to review the current state of the business and the execution of our growth and marketing strategies.

We understand the pivotal role that launch implementation plays in the overall success of the contract. Upon contract award, our Executive Leadership team will internally evangelize this agreement as a preferred contract vehicle for cloud solutioning for both education and state and local government customers. Internal communication deliverables to be implemented within 10 days of the contract award date include a companywide contract announcement email and a sales-specific announcement detailing contract benefits, requirements, and other pertinent information.



CDW•G's Executive Leadership team for this contract with Region 4 ESC and OMNIA Partners is securely behind the growth and strategy of this program both in the State of Texas and nationwide.

Key members of this Executive Leadership team include:



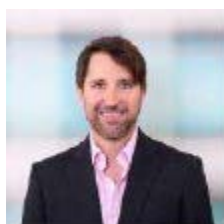
Exempt Pursuant to Tex. Gov. Vice President of Strategic Programs and Sales Enablement, leads the newly aligned Strategic Programs organization which includes functions of Pre-award Programs, Post-award Programs, Capture/Business Development, Public Sector Strategic Initiatives, and Sales Operations. Before this, David has held numerous sales leadership roles leading Federal, K-12, Higher Education, and State & Local teams spanning nearly three decades with the organization.



Exempt Pursuant to Tex. Gov. Vice President of Government Sales, is responsible for providing strategic direction to 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.



Exempt Pursuant to Tex. Gov. Vice President of Education Sales, continues to focus his education sales teams on the success of this 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.



Exempt Pursuant to Tex. Gov. Director of Capture and Business Development, is an executive sponsor for all OMNIA Partners agreements and is committed to the overall success of the CDW•G-OMNIA partnership. His team is dedicated to driving acquisition and expansion in the largest state, local, and education (SLED) customers, along with developing contracts and programs that scale nationally. He leads with extensive knowledge and experience in cooperative purchasing contracts.

To facilitate our growth strategy, CDW•G holds many public agreements, some with the mandatory requirement within individual states. We cannot agree to market any resulting contract as our primary public sector go-to-market strategy due to our need to stay vendor neutral in the marketplace and ensure we position the right contract for each of our customer based on their needs at a given time. However, we have included a detailed marketing plan within this response to drive contract awareness, adoption, and success. Moreover, CDW•G has a proven record of winning and growing Region 4 ESC and OMNIA agreements, and the resources needed to do so. Region 4 ESC and OMNIA Partners have our commitment to do the same here.

## Training of Sales Force

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

Response:

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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 knowledge that contracts are complex sets of commitments and require a special set of skills and attention to detail.

Region 4 ESC and OMNIA Partners Program Manager, Michael Rodrigues, has an in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. He collaborates with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force. Michael will work directly with our sales leadership, Region 4 ESC, and OMNIA Partners Participating Entities 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 contract benefits.

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

## Marketing Strategy

Provide a detailed ninety-day plan beginning from the 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 a press release, website information, marketing materials, event attendance, forum attendance, advertising, ongoing marketing

Response:

---

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential Region 4 ESC and OMNIA Partner Participating Entities. These relationships uniquely position us to develop and deliver awareness and growth campaigns to Region 4 ESC and OMNIA Partners Participating Entities through a trusted advisor network. Our Account Teams have longstanding customer relationships in which they often become an extension of their customers' IT and purchasing teams.

Our Account Managers speak with their customers regularly. As a result, our customers turn to their Account Manager for purchasing recommendations, including which contracts to leverage. Press releases, co-branded content, events, forums, advertising, and ongoing marketing are all components of CDW•G's ninety-day plan to market this contract. Additional details of each are included in the following sections.

Within ninety days of contract award, we will leverage this trusted advisor network and our marketing capabilities to quickly and effectively alert registered and potential customers of the new contract and its benefits.

## Press Release

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

Response:

To successfully implement a marketing plan, it's important to understand the audience and how to best access them. CDW•G partners with various trade publications to access our target customers. Within 90 days of the contract launch, our marketing team will work with Region 4 ESC and OMNIA Partners to develop content to disseminate to Participating Entities. 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 government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). Each of the aforementioned publications delivers relevant content via print, blog, video case studies, and electronic newsletters on topics including classroom, cloud, data center, hardware, software, security, and services.

Additional publications CDW•G helps publish include:

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

## Advertisements and Cobranding

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

**CDW•G and THE STATE OF UTAH**

**ONE-STOP SIMPLICITY FOR EVERYTHING TECHNOLOGY**

State of Utah PC Stores Contract No. MA2779

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

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

**WE GET IT.**

- Nationwide public sector experience**
- 20 years of service to Utah**
- Problem-solving experience focused on you**
- Individual attention from dedicated CDW•G account managers**
- Solutions that address every need**
- Convenient, state-of-the-art distribution center in Las Vegas**

**STRONG PARTNERSHIPS, STRONG RESULTS**

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

- Computers and accessories
- 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 Olaszewski**  
Executive account manager  
T: 847.419.8288  
E: mattols@cdw.com

**Rick Martinez**  
Contract program manager  
T: 847.371.7182  
E: richmar@cdw.com

**PEOPLE WHO GET IT™**

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

1. Quantified examples of CDW•G's experience and approach to serving the State

2. Samplings of our breadth and depth of industry partnerships
3. Contract specifics where customers can find CDW•G delivered solutions and services
4. Contact details for Account Managers and Advanced Technology Account Executives

We can do the same thing for this contract upon award.

### Social Media

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



With more than 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW•G's Solutions Blog delivers evocative and relevant content. Authored by our 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.

### Website Information

The announcement, Master Agreement details, and contact information published on the Supplier's website within the first 90 days

Response:

Within the first 90 days, we will update our current Premium Page so Region 4 ESC and OMNIA Partners Participating Entities can shop for certain products. CSPs won't be able to be purchased through the online catalog due to the nuances of cloud procurement. This webpage will be active on the first day the contract goes live and feature co-branded material with Region 4 ESC or OMNIA Partner Participating Entities logo (if allowed) and message.

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

The Premium Page can be found at the following link and will be updated as required within the first 90 days:

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

### Marketing Materials

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

Response:

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.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (StateTech and EdTech), a sales-led communications campaign, and social media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates, and general communication with customers. Active social media helps customers stay informed with links, posts, and articles of interest in the way that they choose to receive information. We also maintain an internal group focused on submitting and curating social media content called the Social Squad, as noted above. It even has its app available for Android.

We are able and willing to participate in co-branding marketing opportunities with Region 4 ESC and OMNIA Partners. For instance, a combined OMNIA Partners and-CDW•G branding logo can be created to include in social media advertisements, the agreement's customized Premium Page, customer-facing digital and print one-pagers, 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.

### Event Attendance

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

Response:

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CDW•G acknowledges and will employ all commercially reasonable efforts to attend and participate with OMNIA Partners at tradeshow and conferences. CDW•G attends around 100 regional and nearly as many national events. Some of these include NASPO, FETC, TCEA, ISTE, Educause, and the National Sheriffs Association as well as numerous in-market events like eRepublic Digital Government Summits and CDW•G-hosted events. In past years, we have attended many events in which we promoted OMNIA Partners contracts and will continue this practice with the new agreement, as well. For example, we recently attended the California State University Business Conference.

### Forum Attendance

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

Response:

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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.

### Advertising

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



Response:

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 publications—both online and in print.

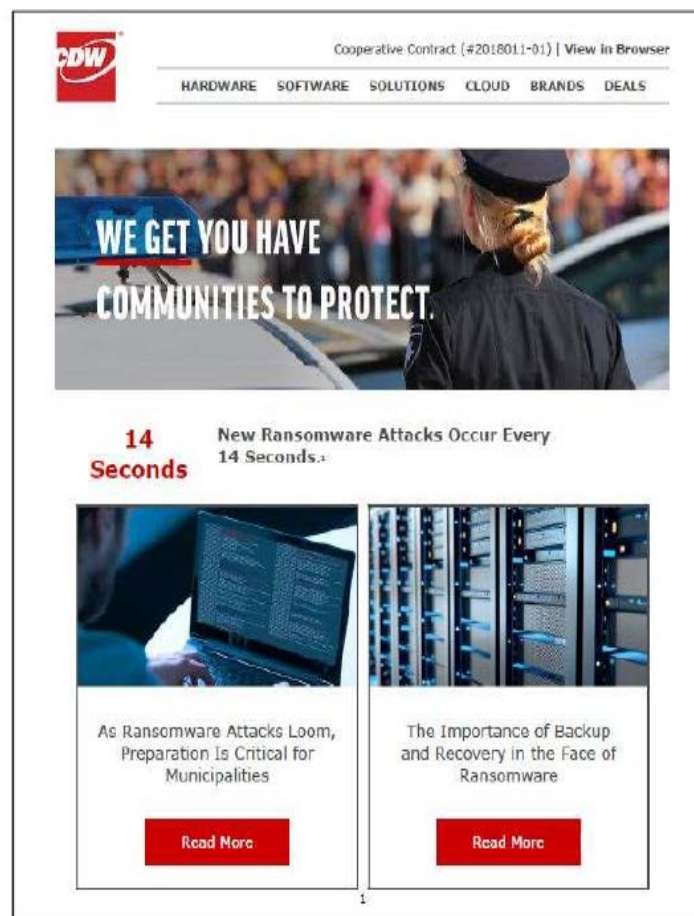
### Ongoing Marketing

A plan for delivering the solution consistent with the Technical Requirements in Attachment 1.

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

Response:

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 (the online website). We look forward to working with Region 4 and OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approach and specific goals/targets for the new contract. The below figure is a sample of the ongoing email campaign we currently conduct for one of our OMNIA agreements.



**Figure 13: Sample Email Campaign**

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Region 4 ESC and OMNIA Partner Group are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

## Supplier Homepage

Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

OMNIA Partners standard logo; Copy of original Request for Proposal; Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; Summary of Products and pricing;

Marketing Materials; An electronic link to OMNIA Partners' website including the online registration page; A dedicated toll-free number and email address for OMNIA Partners

Response:

---

CDW•G currently hosts a dedicated webpage, called a Premium Page, for our OMNIA agreements in addition to the webpage for the current Cloud Solutions contract. These websites include all contract documentation, marketing materials, products and pricing, and relevant links. Upon award, we will update the current Premium Page with specifics from the new contract.

The website for the current Cloud Solutions contract can be found at the following link:

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

The updated Premium Page will include the following:

- Region 4 ESC and/or OMNIA Partners standard logo
- Copy of original Request for Proposal
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier
- Summary of products and pricing
- Marketing materials
- An electronic link to OMNIA Partners' website including the online registration page
- A dedicated toll-free number and email address for Region 4 ESC and/or OMNIA Partners

Our team will review the tailoring of our current Premium Page with the OMNIA Partners team to ensure that the dedicated webpage meets all of the Participating Entities' needs.

## Market Strategy

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

---

As Region 4 ESC and OMNIA Partners are aware, CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (formally known as NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcwell (formally known as NJPA). CDW•G is solutions-focused, vendor-neutral, and provides consultation to assist our customers in selecting 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 customers and negotiated the removal of language such as "most favored customer" and similar requirements. CDW•G continues to prove, without a doubt, that we can keep our



commitment to making this contract prosperous amongst our contract portfolio. We have transitioned several customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to bring new Participating Entities into the contract and sustain the growth.

## Supplier Logo

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

---

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners, Public Sector. We, furthermore, agree to provide permission for the reproduction of our logo in marketing communications and promotions. Lastly, we acknowledge that the use of the OMNIA Partners, Public Sector logo requires permission for reproduction.

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, Region 4 ESC and OMNIA Partners Participating Entities agree to:

- 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
- Not incorporate the logo(s) into any other logo or design
- Not 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
- Not display the logo(s) on any website that disparages CDW•G or its products or services or infringes any CDW•G intellectual property or other rights or violates any law or regulation
- No other logo or design element should appear within 0.5 inches of the CDW•G logo
- Not frame or alter the CDW•G website in any way
- Remove logo(s) at CDW•G's direction immediately
- 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.
- Indemnify CDW•G from and against any claims and liabilities arising out of your use of the logo(s). CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement.

CDW•G publishes its logos and use guidelines at the below link.

<https://www.cdw.com/content/cdw/en/about/overview/logos-guidelines.html>

## Sales Materials

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate i. Master

Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency; ii. Best government pricing; iii. No cost to participate; iv. Non-exclusive

Response:

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

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

### Sales Training

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

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

Response:

CDW•G confirms we will be proactive in direct sales to Public Agencies nationwide. Upon contract launch, our contract teams will train all national sales force teams on the details of the Master Agreement. This sales training will include:

5. Key features of Master Agreement;
6. Working knowledge of the solicitation process;
7. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners;
8. Knowledge of benefits of the use of cooperative contracts

### POC Information



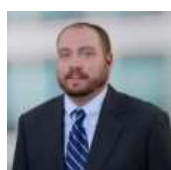
Figure 14: Sample Announcement Flyer

Provide the name, title, email, and phone number of the person(s), who will be responsible for: Executive Support, Marketing, Sales & Sales Support, Financial Reporting, Accounts Payable.

Response:

Point of Contact Information				
Role	Name	Title	Email	Phone
Executive Support	Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.111	VP, Strategic Programs	Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101	
Marketing		Marketing Manager		
Sales & Sales Support	Customers will reach out to sales managers by CDW•G business practice (State and Local, K-12, or Higher Education) and region of the country for the assigned manager and account representative(s). These representatives are listed below.			
Financial Reporting	Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.111	Program Manager	Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101	
Accounts Payable	We assign Accounts Payable personnel for each manufacturer, not per customer or contract. Contact details can be shared post-award for a particular manufacturer if necessary. There's an account payable resource tied to each sales team.			
Contracts	Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.111	Program Manager	Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101	

CDW•G's unique approach to business unit focus and customer support with dedicated teams across State and Local Government, Education (K-12 and Higher Education), and Healthcare helps create awareness and familiarity across a contract portfolio. We have a Sales Manager for each region across the United States for each vertical. Our sales managers will be responsible for helping drive contract growth within their territories. We have outlined the Sales Managers that support the State of Texas, as that is the location of Region 4 ESC, and we can provide additional names upon request.



**Sales Manager, K-12 Team for the State of Texas.** Joining CDW•G in 2004 as an Executive Account Manager in K-12, began an accomplished career serving educators, school systems, and districts in Texas. His leadership and understanding of large-scale customers were recognized and in 2018 he assumed the role of K-12 District Sales Manager for the State of Texas. Working with a dedicated Texas team he has helped develop and launch CDW•G's Blueprint to Design offering where Education Strategists work side-by-side with school administration to design modern collaborative spaces at no charge to customers.

Phone: Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101

Email: Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101



**Sales Manager, State and Local Team for the Gulf Coast Region** with responsibility for all of the State of Texas government agencies. Ryan helps lead CDW•G efforts to engage other customers on contracts across his area of responsibility including New Mexico, Louisiana, Arkansas, Mississippi, and Alabama.

Phone: [REDACTED]

Email: [REDACTED]



**[REDACTED] Sales Manager, Higher Education for the Southeast and Gulf Coast.** Recently wrapping his eighteenth year with CDW, [REDACTED] career began as an Account Manager serving small business customers. After six years as an accomplished sales maker, he shifted to CDW•G sales support for the Southeast and Gulf Coast Higher Education Teams where he first got to know his Texas customers. He moved into a management role in sales support for State and Local Government and Education where he continued to broaden his customer set and increase his understanding of his market customers. In 2016 Mark made the move to Sales Manager, Higher Education for the Gulf Coast Region with responsibility for all of Texas.

Phone: [REDACTED]

Email: [REDACTED]

## Sales Force Structure

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.

Response:

The CDW•G customer support model starts with our Account Managers. As part of the CDW•G Experience, we organize our sales force differently from other companies to best serve our customers. First, our Account Managers are trained to become experts within the public sector segment they support. 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 including both small, and local companies and national organizations.

Region 4 ESC and OMNIA Partners Participating Entities each have 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 cloud specialists, and their Sales Manager understand the current technology trends and are specialized to work with public-sector customers. One of the best benefits of partnering with CDW•G is Region 4 ESC and OMNIA Partners Participating Entities will have access to much more than a single resource. Participating Entities will have access to an entire sales and support team that is ready to address individual needs. CDW•G, from the executive level down to each Participating Entities dedicated Account Manager, is focused on ensuring that Region 4 ESC and OMNIA Partners Participating Entities needs are consistently and satisfactorily met.

To simplify the customer service process, we recommend Region 4 ESC and OMNIA Partner's Participating Entities bring any issues or inquiries to the attention of their dedicated account manager. Account Managers are the center of their customer service and support experience. CDW•G Account Managers' first step is to listen. 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 their Director. The escalation continues up to the executive leader who oversees the contract, the Vice



Presidents named earlier within this response, until we provide a suitable solution to the issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations.



**Figure 15: Escalation Path**

The beauty of this approach is that Region 4 ESC and OMNIA Partners Participating Entities do not have to manage the process, hunt down contacts, or explain their issue many times over. They are kept informed on the 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, each entity can reach out directly 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 the 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 it. Contact information for your Account Manager, Sales Manager, and Customer Relations Specialist can all be found on the CDW•G Premium Page.

A follow-up step in our incident escalation process involves our sales teams working 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 does not 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 will not understand the causes of where they failed to meet Region 4 ESC and OMNIA Partners Participating Entities expectations.

Region 4 ESC and OMNIA Partners Participating Entities can be confident in this contract's level of Executive Leadership and Sales Management teams. Each of the individuals' names within the response is committed to the success of this agreement.

We have provided contact information in the last section for our Sales Managers and Points of Contact.

## Sales Team Collaboration

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

Response:

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Region 4 ESC and OMNIA Partners' first point of contact with CDW•G is their dedicated Account Manager. As such, we understand how critical it is for our Account Managers to understand the scope and benefits of this agreement. In conjunction with the technical training offered to our CDW•G Account Teams, our Program Management team will train our sales teams regarding the nuances of this agreement. The comprehensive nature of our training program gives each Account Team confidence to support Region 4 ESC and OMNIA Partners Participating Entities through the entire sales cycle from project inception, purchase, solution deployment, and post-sales support. Our Account Teams clearly and concisely deliver the value of the Region 4 ESC and OMNIA agreement to non Participating Entities helping to drive increased adoption and contract growth.

Public-sector and education 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 Region 4 ESC and OMNIA Partners Participating Entities on this new procurement option.

Tenured CDW•G Account Managers are actively marketing the current Total Cloud Solutions - Region 4 ESC agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent training upon award, the new contract will easily be added to our Account Manager's repertoire. The ramp-up time for our Account Managers will be far quicker than for Account Managers in other organizations who may lack CDW•G's familiarity with the current contract requirements or lack our extensive knowledge of 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.

## Program Management

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.

---

As with all of our contracts, the proposed Region 4 ESC OMNIA contract will be assigned a Program Management team led by a Program Manager who will ensure contract compliance and administer contract procedures, including contract launch and coordination of ongoing marketing efforts (see Marketing section of this proposal for more details). Please find the following detailed information on our program management function.

Region 4 ESC and OMNIA Partners customers 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 into our internal contract editor system which will then create a customer Premium Page with a distinct URL that will reflect the contracted price. End users will be able to view the contracted pricing through this unique URL without the need to log in with a password.

As with all of our contracts, the Region 4 ESC and OMNIA Partners contract will be assigned a Program Management team led by a Program Manager (PM) who will ensure contract deliverables are met as well as ensure the correct contract price is maintained. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

### Program Manager Overview

Many respected vendors have well-established delivery and installation procedures but no plan or personnel in place to ensure that their company will remain compliant with the contract once signed. When you sign a contract with CDW•G, you reap benefits beyond the surface expectations of timely product delivery and professional service. You will also save time you might otherwise spend tracking data on the contract, advertising your contract to potential end-users, and, in worst-case scenarios, disputing incorrect price quotes.

CDW•G has a department 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, such as reporting. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments. By making contract management the sole domain of a set of experienced, trained program management professionals, CDW•G guarantees that we will keep our commitments.

### Reporting

Whether the Region 4 ESC and OMNIA Partners organization requires reports to make budgeting simpler, to keep track of your assets, or to understand purchasing trends, you need the vendor community to submit reports promptly and in the correct format. CDW•G is consistently lauded for its comprehensive and accurate reporting. We have built specialized software to automate many aspects of the reporting process. The reports that we currently generate run the gamut from highly manual, daily federal reports to automated, annual reports for customers at the local government level. Not only will Region 4 ESC and OMNIA Partners experience less downtime as a result of CDW•G's on-time reporting standards, but you may also benefit from regular business reviews presented by the Program Manager based on the data being reported.

### Compliance

Immediately upon award of a contract, the Program Manager reads the contract documents and all related proposal documents, recording all items that CDW•G will need to manage. The Program Manager is responsible for ensuring that CDW•G observes all legal statutes included in the contract as well as all business commitments. For example, if CDW•G commits to a pricing structure based on a certain discount from advertised pricing, it is the Program Manager's responsibility to record the pricing in the contract management software, which then locks the structure for purchases made under the contract. Since the Program Manager is often the person most familiar with the contract, they will also make recommendations for improvements and efficiencies based upon their constant analysis of the contract's provisions and trends in your use of the contract.



## Education

The Program Manager is also responsible for promoting the contract to all potential end-users and reminding them of the benefits of purchasing via the vehicle you have negotiated. Program Managers work with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end-users. The program management team will also conduct training internally to educate sales representatives about the requirements of the contract. Subsequent follow-up training is conveyed via e-mail, and, in some cases, an internal website may be built with training decks, marketing material, frequently asked questions, and important contact information for sales coworkers.

### CDW•G Contract Management Overview

CDW•G is extremely dedicated to the quality and reliability of our procurement management process. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases Region 4 ESC and OMNIA Partners' oversight responsibilities to one central group and allows CDW•G to maintain in perfect step with your requirements.

### Contract Management Experience

While our bench of Education and State and Local contracts are deep, we believe it is the breadth of our contracts and the emphasis we place on contract compliance company-wide that allows us to be a leader in contract management. Many respected vendors have well-established delivery and installation procedures but lack the plan or personnel to ensure compliance throughout the contract's complete lifecycle.

A major differentiator for CDW•G is our Program Management Department, a group of coworkers devoted to the full life-cycle of contractual sales, including managing active contracts. CDW•G invests in these resources because of our understanding that contracts are complex sets of commitments. Maintaining our contracts within one department allows us 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 the National Contract Management Association, CDW•G Program Managers are qualified to advise and serve our customers at all stages of the contract process. CDW•G manages nearly 1,000 active State and Local Government and Education (SLED) contracts.

### Digital Integrations: E-Commerce Implementations

CDW•G has implemented e-commerce solutions with over six thousand customers on most of the major purchasing platforms. We likewise provide Level III/Tier 3 credit card and financial reports (invoices and histories) in various automated formats for compatibility with financial systems. While our website is compatible with third-party solutions, the CDW•G platform is owned and managed in-house.

CDW•G recognizes the increasing role of electronic solutions in the procurement arena and has increased the size of our internal e-commerce team by over 25% since 2007 to accommodate the growth in customer integration requests and to continue to remain focused on our website functionalities. Our in-house staff of over 200 IT personnel is dedicated solely to our web, internal, and e-commerce IT systems. Many of those systems are developed and maintained in-house with no reliance on third-party support, giving us the flexibility to respond to future Region

4 ESC and OMNIA Partners procurement innovations. They are also designed for maximum efficiency and tested for accuracy and effectiveness. They are the “face” of our ability to respond to innovative procurement processes.

Additionally, we have daily EDI feeds and real-time updates with most of our largest distribution partners and manufacturers, outlining the quantity and location of goods. CDW•G purchases products in volume when we can buy them at a good price and stores the oversupply in our overstock locations. In this way, we pass along the volume discount savings to Region 4 ESC and OMNIA Partners and ensure the products are available for immediate shipment.

### Public Agency Sales and Customers

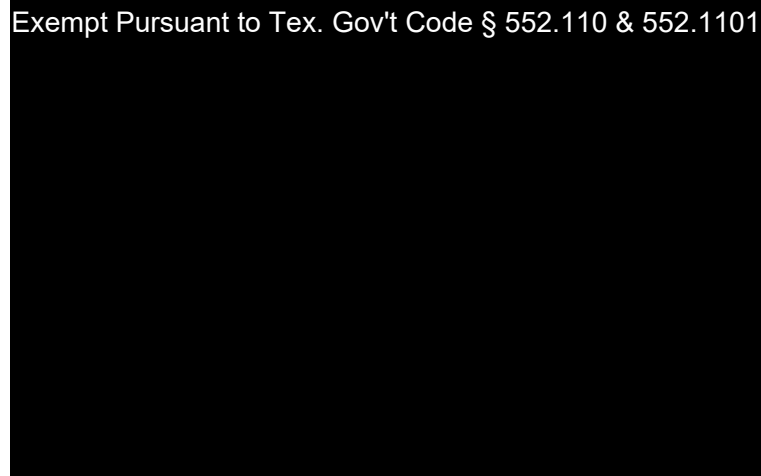
State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Response:

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We do not disclose customer financial information, however, the following list makes up our 2021 top Public Agency OMNIA Customers.

Exempt Pursuant to Tex. Gov’t Code § 552.110 & 552.1101



### Payment Receipt Management

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

Response:

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CDW•G offers our customers several paths to processing orders. For the complexities the scope of this contract contains, we recommend Region 4 ESC and OMNIA Partners Participating Entities work closely with their Account Team and other specialized resources to ensure we are building a proper solution for each entities needs.

Often in situations with regards to this proposal, two methodologies will be invoked for the order management and subsequent receipt of payment.

The first method is to devise a statement of work. When it comes to cloud, and cloud based services and solutions, a custom mysd statement of work is necessary in order to communicate

being needs of a project and implementation. Therefore, the statement of work is the recommended path forward for order management for this project.

The creation of a statement of work is as follows:

1. The Account Team connects with the ordering entity, who describes their needs, issues, or wants for growth, particularly in cloud.
2. After gaining an understanding of the issue and need, the Account Team will involve a Technology Solution Architects to dig deep into the issue.
3. A statement of work is drafted, and the Technology Solution Architects begin to involve any additional Subject Matter Experts necessary.
4. With the involved Subject Matter Experts, the Account Team and the Technology Solution Architects outline a path forward, encompassing both the needs of the client at the present as well as the knowledge of the client from past experience.
5. Terms and conditions are incorporated into the SOW, and it is provided to the customer. As many of our customers are on net terms, the payment methodology may differ projected project.

### eCommerce Platform – Web-based

The second option is the use of the Premium Page. Premium Page is available to authorized users 24 hours per day and provides real-time information, and facilitates researching, ordering, and tracking purchases. Limitations include but aren't limited to the inability to procure certain products that can be purchased as well as certain reporting capabilities.

### Guaranteed Contract Sales

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that the Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Response:

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While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing both Region 4 and OMNIA agreements, and we have the resources needed to do so. Region 4 and OMNIA Partners has our commitment to do the same here.

### Responding to a Solicitation

Detail Supplier's strategies under these options when responding to a solicitation. 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 solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- Response Option i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners)
- Response Option ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, the Supplier may respond with lower pricing through the Master Agreement. If the Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement

- Response Option 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)
  - Response Option 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.
- 

As an vendor neutral solutions provider, our primary goal is to serve the needs of each 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 requirements.

We commend the Region 4 ESC and OMNIA Partners for creating a contract vehicle to facilitate efficient cloud procurement at competitive pricing Participating Entities. We certainly see the strategic fit and need this contract demonstrates within the state, local, and education spaces and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly utilizes 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.

## Exhibit B

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

Response:

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Please find Appendix D Exhibit B on the following pages.

**Exhibit B**  
**Administration Agreement, Example**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and \_\_\_\_\_ (“**Supplier**”).

**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 may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, 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 website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (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 to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners 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 and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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 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, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative 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 solely in its capacity as the cooperative 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 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 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 shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise



communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

9. 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 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners 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.

#### **NATIONAL PROMOTION**

10. OMNIA Partners 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 program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) 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. 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 or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners 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 from Supplier in the amount of \_\_ percent (\_\_%) ("**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 with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**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 by the 10<sup>th</sup> 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' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners 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 designated financial institution identified in Exhibit D. 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' 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, or its designee, in OMNIA Partners' 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 receives such report. In addition, OMNIA Partners 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 at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners 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' 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' 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 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' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, 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.

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:**

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

**B. Supplier:**

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

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, 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.

**[INSERT SUPPLIER ENTITY NAME]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

Signature
Name
Title
Date

Signature
Sarah Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

## Exhibit C

Response:

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Please find the example Appendix D Exhibit C on the following pages.

**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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**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**”), in its capacity as the cooperative administrator, 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 and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://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 “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) 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(j), 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; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

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 that 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.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA 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.

11. 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 website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**  
**Board of Supervisors of Louisiana State**  
**University and Agricultural and**  
**Mechanical College**

**OMNIA Partners, as the cooperative**  
**administrator on behalf of Principal**  
**Procurement Agencies:**  
**NATIONAL INTERGOVERNMENTAL**  
**PURCHASING ALLIANCE COMPANY**  
**COMMUNITIES PROGRAM**  
**MANAGEMENT, LLC**

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Authorized Signature

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Signature

Sarah E. Vavra

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Name

---

Name

Sr. Vice President, Public Sector Contracting

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Title and Agency Name

---

Title

---

Date

---

Date

## Exhibit D

Response:

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Please find the example Appendix D Exhibit D on the following page.

**Exhibit D**  
**Principal Procurement Agency Certificate, Example**

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**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**"), **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** 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 **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** ("**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.

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, **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Exhibit F

Response:

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Please find the signed Appendix D: Exhibit F on the following pages.

**Exhibit F**  
**Federal Funds Certifications**

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

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**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.**

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**DEFINITIONS**

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

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

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

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.



*(b) Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

## **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*(b) Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

*(c) Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;  
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

*(d) Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

*(e) Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

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**APPENDIX II TO 2 CFR PART 200**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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

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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 DAH Initials of Authorized Representative of offeror

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

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

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

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#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

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

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

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

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

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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

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**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

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

Phone Number: 312-547-2516 Fax Number: 847-968-0962

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

Email Address: david.hutchins@cdwg.com

Signature of Authorized Representative: David C Hutchins Date: 4/29/2022



## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

Version October 19, 2021

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

## **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

### **1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b. Key Definitions.**

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

- a. Standard.** 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
  - i. 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.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

## **5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation



of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

*Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
    - 2. The contract requires the approval of FEMA, regardless of amount.
    - 3. The contract is for federally-required audit services.
    - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, CDW Government LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

David C Hutchins

Signature of Contractor's Authorized Official

David Hutchins, VP, Strategic Programs

Name and Title of Contractor's Authorized Official

29-Apr-22

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - 2. Meeting contract performance requirements; or
    - 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **13. CHANGES**

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### **14. DHS SEAL, LOGO, AND FLAGS**

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.



## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: CDW Government LLC

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

Phone Number: 312-547-2516 Fax Number: 847-968-0962

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

Email Address: david.hutchins@cdwg.com

Signature of Authorized Representative: *David C Hutchins*

Date: 29-Apr-22

## Exhibit G. New Jersey Business Compliance

Response:

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Please find the completed forms for Exhibit G. New Jersey Business Compliance on the following pages.

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

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

**Name of Organization:** CDW Government LLC

**Organization Address:** 230 N. Milwaukee Ave. Vernon Hills, IL 60061-9740

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

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

**Part II**

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

OR

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

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

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

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

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

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

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

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Region 4 Education Services Center** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **nonregulatory, intermediate education unit** to notify the **nonregulatory, intermediate education unit** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **nonregulatory, intermediate education unit** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	VP Strategic Programs
Signature:	<i>David C Hutchins</i>	Date:	4/29/2022

**NON-COLLUSION AFFIDAVIT**

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

## State of Illinois

~~State of New Jersey~~

County of Lake

SS:

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

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

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled Total Cloud Solutions & Services, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Center and OMNIA Partners relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

David C Hutchins  
Signature

April 29, 2022

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

Cailee Filkin *Cailee Filkin*  
Notary public of Illinois

My Commission expires July 20, 2022

(Seal)





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

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

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

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

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

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

David Hutchins

April 29, 2022  
***Date***

David C. Hutchins VP, Strategic Programs  
***Authorized Signature and Title***

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

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

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

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

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

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

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

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

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

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

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

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

---

Signature of Procurement Agent

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

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

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



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

## 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](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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



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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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



**STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability 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 29 day of April,  
2022

(Notary Public) Cailee Filkin

My Commission expires: July 20, 2022



David C Hutchins  
(Affiant)

David Hutchins, VP Strategic Programs  
(Print name & title of affiant)

(Corporate Seal)

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

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

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

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

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

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): David Hutchins

Signature: David C Hutchins

Title: VP, Strategic Programs

Date: 4/29/2022

**Doc 7. New Jersey Business Registration Certificate**

In response to Appendix D. Ex G. New Jersey Business Compliance, please see a copy of our NJ State Division of Revenue issued Business Registration Certificate

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
<b>Taxpayer Name:</b>	CDW GOVERNMENT LLC
<b>Trade Name:</b>	
<b>Address:</b>	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
<b>Certificate Number:</b>	1561883
<b>Effective Date:</b>	May 10, 2010
<b>Date of Issuance:</b>	March 24, 2021
<b>For Office Use Only:</b>	
	20210324152645869

**EEOAA EVIDENCE**

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

**EEO/AA Evidence**

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

**One** of the following must be included with submission:

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

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

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

Name: David Hutchins Title: VP Strategic Programs

Signature: David C Hutchins Date: April 29, 2022



Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

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

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



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

## MCBRIDE-PRINCIPLES


**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**
**MACBRIDE PRINCIPALS FORM**
**BID SOLICITATION #:** 22-08
**VENDOR/BIDDER:** CDW Government LLC
**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

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

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


**CHECK THE APPROPRIATE BOX**

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



**OR**

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

**CERTIFICATION**

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

*David C Hutchins*

Signature

April 29, 2022

Date

David Hutchins, VP Strategic Programs

Print Name and Title

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## Emergency Orders

Describe how the Offeror responds to emergency orders

Response:

---

If an emergency comes up for a Region 4 ESC or OMNIA Partner Participating Entity, it will be treated with priority. Region 4 ESC and OMNIA Partner Participating Entities should contact their Account Manager immediately and the Account Manager will do everything in their power to expedite solutions, provisioning, or whatever else is needed for the order.

Because of CDW's large volume relationships with our OEM supplier partners, we are in a strong position to deliver products before other vendors can, even in the event of industry-wide supply constraints. This was the case throughout 2020 as we worked with many K-12 customers dealing with equipping students for remote learning scenarios in the midst of the coronavirus pandemic. We successfully worked with many school districts, and in fact, entire states with statewide coordination, to provide emergency product supplies as fast as possible in those strange times.

## Average Fill Rate

What is Offeror's average Fill Rate?

Response:

---

Per question 19 in the Q&A, this is not applicable to the RFP. However, our same-day fill rate varies between Exempt Pursuant to Tex. Gov't Code § for credit-approved orders with the in-stock product. Same-day order fulfillment may be constrained due to the addition of configuration services and the complexity of those services.

## Average On-Time Delivery Rate

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

Response:

---

Per question 20 in the Q&A, this is not applicable to the RFP. However, accuracy of products shipped is in the Pursuant to range due to the number of checks and balances we have in the system. The delivery location is set at order entry. If the delivery address is entered correctly, it will be delivered as requested. This is dependant on carrier delivery expectations.

## Return & Restocking Policy

Describe Offeror's return and restocking policy.

Response:

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CDW•G believes this is standard language and not applicable to this solicitation as cloud products and services cannot be returned or restocked.

## Service & Warranty Needs

Describe Offeror's ability to meet service and warranty needs.

---

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**Response:**

Cloud services are becoming increasingly popular for the agility and flexibility that enables business owners to harness a platform without purchasing, maintaining, and housing the technology. Due to the inherent nature of cloud products, a warranty is not offered. Cloud is an as-a-service platform and is secured by managed services on a monthly, annual, or consumption basis and is priced as such.

Where able depending on the product or service, and generally not applicable to any products within the scope of this response, CDW•G offers enhanced warranty services through manufacturers and third-party vendors to better protect your original investment. Enhanced warranty services extend or uplift standard manufacturer's warranties to ensure ongoing performance, minimize risk and reduce downtime.

These options include:

- Warranty Extensions – lengthen the timeframe of a standard warranty; for example, from one year to three years.
- Warranty Uplifts – provide a defined and decreased response time over the manufacturer's warranty.

## Customer Service Resolution

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

**Response:**

CDW•G services customers through phone support, email, and live chat. Region 4 ESC and OMNIA Partners Participating Entities will be able to contact customer relations staff directly or go through their respective Account Manager to resolve problems.

Excellence in customer service is a top priority for CDW•G. We have many quality controls and metrics in place to ensure high-quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We adjust and evaluate process changes as needed or when we see high volumes for particular types of issues.

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

## Customer Support Hours

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

- Customer Relations:
  - Phone and email M-F from 7 am to 9 pm CT
  - Online chat M-F from 7 am to 6 pm CT
- Technical Support:
  - Phone and email M-F from 7 am to 6 pm CT

- Online chat M-F 7 am to 7 pm CT
- Site Support:
  - Phone and email M-Th from 7 am to 6 pm CT
  - Online chat M-F from 7 am to 7 pm CT

For more information, please visit: <https://www.cdwg.com/content/cdwg/en/help-center/contact-us.html>

## Customer Relations Problem Resolution and Escalation

Region 4 ESC and OMNIA Partners Participating Entities may contact CDW•G's Customer Relations department if there is a problem with your order. Issues are managed by our Customer Relations Department as outlined in the steps below.

- Region 4 ESC OMNIA contacts CDW•G's Customer Relations department at 866.SVC.4CDW or via e-mail: [CustomerRelations@web.cdw.com](mailto:CustomerRelations@web.cdw.com).
- A case is entered into the system.
- The case is automatically assigned to a Customer Relations representative, matching the case type to skill sets.
- The Customer Relations representative reviews the case and contacts the appropriate CDW•G departments to resolve the issue(s).
- Once the case is resolved, the designated CDW•G coworker contacts Region 4 ESC and OMNIA Partners Participating Entities to notify the customer regarding the resolution.

CDW•G strives to resolve all cases within 24 hours. However, because problems involving the carriers usually take 3-5 days, the average problem resolution is approximately 3.0 days, dependent on case type.

## Corrective Action Plans

CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure this goal is continually met. Some of these procedures include:

- A 30-day return period for perpetual based licenses and 25 days for online services subscriptions (such as Office 365)
- When we see high volumes for particular types of Customer Service Requests (CSRs), or RMAs we adjust and evaluate process changes, as needed.
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away.
- Customer Relations Quality Analysts audit 20 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training.

In the event of an unforeseen circumstance, rest assured CDW•G has a plan in place for correction. If a lapse in performance occurs, CDW•G would bring the issue to the attention of your dedicated account Manager. Any issues that need further assistance will be escalated to your Sales Manager. Escalation will continue until we provide a suitable solution to the performance issue. Furthermore, if an issue requires significant escalation or recurs, we will determine proactive measures to prevent the problem from occurring again in the future.

## Invoicing Process

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

Response:

CDW•G's invoicing process begins at the beginning, with a conversation. The Account Team, in conjunction with a Technical Solution Architect who specializes in a certain offering, spends a great deal of time working with the client to efficiently and effectively understand the client's needs and determine the best solution for this scenario. If necessary, a Subject Matter Expert is involved to provide additional knowledge. All of this goes into a Statement of Work (SOW), and from the SOW, the invoicing process is laid out. Since cloud solutions are so custom, oftentimes payment terms are negotiated at the creation of the SOW.

## Cloud Subscription Solutions and Cloud Managed Services

When it comes to cloud subscription solutions and managed cloud services, the above paragraph is broken out into five specific phases, detailed below:

1. **Scoping** – CDW•G collaborates with the OMNIA Partners Participating Entities and the Cloud Solutions partner, as applicable to scope a solution to address the Participating Entities needs.
2. **Designing** – Once the necessary information is gathered, CDW•G and our Cloud Solutions Partner develop the necessary solution's design.
3. **Solution Review** – Following solution design, CDW•G will review the recommended cloud solution and managed services options, including pricing, with the OMNIA Partners Participating Entities.
4. **Execution** – If the Participating Entities agrees to a proposed solution, CDW•G will work with our managed services practice and Cloud Solutions partner to coordinate the solution.
5. **Invoicing** - this differs depending on the solution or service:
  - Cloud Solutions – Once CDW•G receives an invoice from the Cloud Solutions Partner, we will promptly mail the invoice to the OMNIA Partners Participating Entities.
  - Managed Services – Participating Entities can expect to receive invoices for Managed Services once CDW•G has received the Cloud Solutions Partner has transmitted the invoice for Cloud utilization as this will determine the managed services pricing and subsequent invoicing.

## Professional Services

For professional services and others that have hourly based rates, the following five specific phases occur:

1. **Scoping** – CDW•G collaborates with the OMNIA Partners Participating Entities to understand the project requirements.

2. **Designing** – Once the necessary information is gathered, CDW•G will develop a Statement of Work including any additional terms and conditions for consideration (please see sample SOW for reference).
3. **Solution Review** – Following SOW development, CDW•G will review the recommended services with the Participating Entities.
4. **Execution** – If the Participating Entities agrees to the proposed SOW, your CDW•G Account Team will work with our Professional Services Practice to initiate the project. Depending on the scope, a Project Manager may be assigned to manage milestones and project progression.
5. **Invoicing** - Differs depending on the services secured, project scope and the agreed upon payment schedule. CDW•G will promptly issue invoices to the customer following service execution based on the payment schedule.

## Sample Invoice

To the right is an example of an invoice a client might receive. While every invoice is different, in general, our invoices do tend to follow a similar format so that our customers have consistency.

## Invoicing via Email

CDW•G can send PDF invoices via email to customers, an important environmentally responsible initiative that OMNIA Partners Participating Entities may want to support. If Participating Entities would like to receive invoices as a PDF attachment via email, they can contact their CDW•G Account Manager to initiate this change.

## Payment

CDW•G's standard payment terms are net 30 days from the date the invoice is issued. However, we realize that Cloud Providers may have different payment terms that may necessitate a shorter payment window. We expect Participating Entities to adhere to CDW•G's standard payment terms of 30 days unless a shorter payment window is dictated by the terms and conditions in user agreements established between Region 4 ESC or OMNIA Partners Participating Entities and the cloud solutions provider.

**INVOICE**

ACH INFORMATION: E-mail Remittance To:

CDW•G CDW 5520 Research Park Drive Madison, WI 53711

RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CLIENT NUMBER
00000000	01/01/2020	000000
PO NUMBER	SALES TAX	
	0.00	
DUE DATE	AMOUNT DUE	
02/01/2020	0.00	

REMIT PAYMENT TO:

CUSTOMER NAME: CDW Government  
Attn: A/P  
ADDRESS LINE 1: 75 Remittance Drive  
CITY, STATE ZIP: Suite 1515  
Chicago, IL 60675-5723

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

DATE	ITEM DESCRIPTION	PRICE	UOM	QTY	NET AMOUNT
<b>Professional Services</b>					
Project: CUSTOMER NAME-2020.01-Project Name					
Task: Project Manager					
Resource 1	12/01/2019	Task Description	0.00	HR	0.00
			Subtotal for: Resource 1	0.00	0.00
			Subtotal for: Project Manager	0.00	0.00
Task: Technician					
Resource 2	12/01/2019	Task Description	0.00	HR	0.00
			Subtotal for: Resource 2	0.00	0.00
			Subtotal for: Technician	0.00	0.00
			Subtotal for: CUSTOMER NAME-2020.01-Project Name	0.00	0.00
<b>Expenses</b>					
Project: CUSTOMER NAME-2020.01-Project Name					
Task: Equipment					
Resource 1	12/01/2019	Material/Expense Description	0.00		0.00
			Subtotal for: Resource 1	0.00	0.00
			Subtotal for: Rental Equipment	0.00	0.00
			Subtotal for: CUSTOMER NAME-2020.01-Project Name	0.00	0.00
					Professional Services
					Expenses
					Sub Total
					Sales Tax
					Amount Due

**GO GREEN!**  
CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**  
Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [billingquestions@cdw.com](mailto:billingquestions@cdw.com) with any questions.

CDW

Cage Code Number  
DUNS Number  
ISO and ISO  
Certified CDW GOVERNMENT FIRM

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
please email us at [billingquestions@cdw.com](mailto:billingquestions@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)

Page 1 of 1

**Figure 16. Sample SOW**

For mailed payments, Region 4 ESC and OMNIA Partner Participating Entities can utilize the following two addresses.

- CDW Direct  
PO Box 75723  
Chicago, IL 60675-5723
- CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

For overnight mailed payments, Region 4 ESC and OMNIA Partner Participating Entities can utilize the following address:

- CDW GOVT  
Lockbox 91515  
5505 N Cumberland Ave Ste 307  
Chicago, IL 60656-1471

## Accepted Methods of Payment

CDW•G accepts payment through:

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

*\*With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.*

## Fees

CDW•G does not charge any fees for Region 4 ESC or OMNIA Participating Entities who pay CDW•G via a credit card, P-Card, check, or ACH.

## Contract Implementation and Transition Plan

Describe Offeror's contract implementation/customer transition plan.

Response:

---

From the award date of the Master Agreement, the CDW•G Program Management team, along with approval from our Executive Leadership, will work to immediately implement the Master Agreement within our system and communicate it to the sales team. We will provide OMNIA Partners with specific dates of implementation upon award and with a firm understanding of the contract terms.

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From 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. This entire process is explained in our previous section under Marketing and Sales: Implementation Plan.

## Financial Condition

Describe the financial condition of the Offeror.

Response:

CDW•G exclusively serves public sector clients, including Federal, State, and Local governments, K-12 school districts, institutes of higher education, public hospital districts, and non-profit organizations throughout the United States. CDW•G leverages our parent organization and its success to further strengthen our financial health.

CDW•G's 2021 net sales were \$8.18 billion, contributed nearly 39% to CDW's net sales.

Each quarter, our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are immensely proud of our financial record.

The current CDW corporate credit ratings are all stable:

- Moody's: Ba2
- Standard and Poor's: BB+
- Moody's Outlook: Positive
- S&P Outlook: Stable

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

Our complete financial portfolio is available at <https://investor.cdwg.com/>

## Website Capabilities & Functionality

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

Response:

For many of our contracts, we work with the client to establish a premium page. This is a personalized website page with many of the details the contract, as requested by the client. The current Premium Page can be found at the following link and will be updated as required within the first 90 days:

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**

CDW•G offers an easily accessible Account Center to all Region 4 ESC and OMNIA Partners Participating Entities in addition to the OMNIA Partner Premium Page.

All Region 4 ESC and OMNIA Partners Participating Entities have the option of creating a web account in which they can access their Account Center. The Account Center is a suite of website features and information designed to make IT purchases easy. Authorized users and

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administrators will benefit from an easier and more cost-effective method of ordering, tracking, and managing IT purchases. Administrators will benefit from enhanced product and pricing standardization, purchase approval processes, and asset management.

## Standard Features

An Account Center can be established for all Region 4 ESC and OMNIA Partners Participating Entities free of charge. This allows Region 4 ESC and OMNIA Partners Participating Entities to tap into a suite of features and information that makes IT purchases easy. This Website is accessible 24 x 7 and can be used to:

- Connect with the entity's dedicated Account Manager and the assigned team of specialists
- Maintain consistent, contract-compliant pricing
- Create and retrieve quotes and collaborate with your Account Manager
- 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

## Online Approval System

The Purchase Authorization System (PAS) and Custom Catalogs options can be activated to save time. PAS streamlines purchasing using rules-based approvals and workflows. Custom Catalogs define the products which may be purchased.

## Consolidate accounts

Entities can have 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.

- Custom fields
- 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

We have been a pioneer in tapping the power of the web and we continue to build enhancements based on customer feedback. CDW•G's dynamic reporting capabilities, including

our pivot table feature, incorporate leading-edge technology that enables CDW•G to better manage data and information and to make more cost-effective decisions.

## Personalized Setup and Support

CDW•G will set up a custom Account Center so authorized users can place orders and track the status of orders at any time. Each entity's dedicated Account Manager will arrange a demonstration to make sure that users are familiar with its functions and benefits. The Account Manager will also make sure that, where applicable, standard part numbers are loaded into our system with accurate pricing.

## Safety Record

Describe the Offeror's safety record.

Response:

---

Per Question 21 of the Q&A, this question is standard language and not applicable to the response.

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

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

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

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

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

A comprehensive Injury and Illness Prevention Program (hereafter referred to as IIPP) has been prepared by the Global Security Safety and Business Continuity (GSSBC) Department for implementation at CDW•G. The CDW•G IIPP was designed to specifically address the regulatory requirements outlined above, and to function as an "umbrella" program that incorporates the elements of other occupational hazard control programs and procedures (e.g.,

Hazard Communication Program, Blood Borne Pathogen Program, Lockout / Tagout Plan, etc.) It can be readily modified to integrate new or revised health and safety programs, including procedures required by new, pending, or future legislation.

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

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

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

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

## Additional Relevant Information

Provide any additional information relevant to this section.

Response:

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As always, CDW•G seeks to provide our customers with relevant, comprehensive information. Should there be any questions, or any additional relevant information necessary, please contact our team at the information listed in the cover letter. Additionally, [www.cdwg.com](http://www.cdwg.com), our website, provides a wealth of information regarding our solutions, structure, services, and all our offerings.

# TAB 4

## Qualifications & Experience



# TAB 4

## Qualifications & Experience



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## Offeror History

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

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CDW is a leading multi-brand technology solutions and services provider to business, government, education, and healthcare organizations in the United States, the United Kingdom, and Canada. A Fortune 200 company with multinational capabilities, CDW was founded in 1984 and employs approximately 13,900 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States. Our corporate office location is 230 N. Milwaukee Avenue, Vernon Hills, Illinois, 60061.

CDW Government LLC (CDW•G) was formed in 1998 to ensure an exclusive focus on the public sector as we recognized public agencies have unique challenges and opportunities. Our teams are designed by segment, with dedicated teams serving State and Local, K-12, Higher Education, and Federal customers. Agencies throughout the country are served by specialized teams of Account and Program Managers, Solution Architects, and dedicated Field Resources. CDW•G delivers technology solutions and services meeting and exceeding the unique needs and challenges of Region 4 ESC and OMNIA Partners Participating Public Agencies with unparalleled customer service and satisfaction.

CDW•G recognizes the value we provide in helping Region 4 ESC and OMNIA Partners Participating Public Agencies transform their mission, business, and IT services to meet evolving needs. Digital transformation is here. And it's easy to see why. At its core, a digital transformation is a business-first approach to helping organizations accelerate the transformation of their business model using technology to achieve the organization's goals.

Our leadership anticipated these trends and has successfully positioned CDW•G to deliver the next generation of digital transformation services. By helping our customers leverage cloud services, among other solutions, we are helping them innovate their mission and businesses.

We have executed these innovation plans by forming a Research and Development department within our Integrated Technology Services with a primary goal of developing relevant service offerings that are straightforward for our customers to implement and consume.

We have augmented our services through the recent purchases of companies that align with our portfolio, partnerships, delivery capabilities, and values. We pride ourselves on strategic acquisitions to better our technology solution offerings for customers. These acquisitions include:

- **Aptris, Inc.**, a distinguished IT service management solutions provider and ServiceNow Elite Partner acquired in 2019. ServiceNow is a leader in the IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aptris' talent and expertise further expanded CDW•G's services capabilities in this fast-growing segment of the IT market and enhanced the value we can deliver to our customers.
- **IGNW**, a leading provider of cloud-native services, software development and data orchestration capabilities, and assets of Aeritae, a ServiceNow Elite Partner, and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation both acquired in 2020.
- **Focal Point Data Risk**, a leading provider of cybersecurity services with customers across a diverse set of industries acquired in 2021.
- **Sirius Computer Solutions, Inc.**, a national integrator of technology-based business solutions spanning the enterprise, was acquired in 2021. Sirius accelerates and

enhances CDW•G's capabilities in Hybrid Infrastructure, Security, Digital and Data Innovation, Cloud, and Managed Services.

## EXPANDING CAPABILITIES THROUGH RECENT ACQUISITIONS



## Marketplace Reputation

Describe Offeror's reputation in the marketplace.

Response:

We have over 12 years of experience managing OMNIA agreements. Through our contract management capabilities and nationwide SLED sales force, we have successfully expanded contracts and utilization rates. We hold 3 master agreements which include:

1. **Region 4 ESC – TX - Technology Solutions, Products, and Services**
2. **OMNIA City of Mesa - Information Technology Solutions & Services**
3. **Region 4 ESC – TX – Total Cloud Solutions.**

Additionally, we maintain ongoing strategic cadences with OMNIA Partners Participating Entities to drive contract utilization through enablement and marketing activities.

In considering what makes the Region 4 ESC and OMNIA Partners programs so effective, it is apparent that both Region 4 ESC and OMNIA Partners' continued focus on innovation in procurement practices and customer service are keys to success. This focus is supported by experienced, flexible, and cooperative contractors.

CDW•G aligns with the acquisition's objectives as our business objectives, on a more universal scale, mirror those of both Region 4 ESC and OMNIA Partners. We continually strive to be the leading provider of technology infrastructure solutions while expanding our reputation for operational excellence.

In addition to our experience with OMNIA agreements, CDW•G has more than 12 years of experience delivering dynamic, strategic cloud solutions for our customers.

## Product and Services Reputation

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

Response:

CDW•G strives to be the leading provider of technology infrastructure solutions in the markets we serve while expanding our well-deserved reputation for overall operational excellence.



Technology infrastructure includes collaboration solutions, cloud, security, mobility, networking, data center storage, and virtualization. CDW•G aims to design, deliver, and manage our customers' mission-critical technology infrastructures so that they can achieve greater efficiencies, cost-effectiveness, and reliability of service that will in turn improve their ability to provide quality service to their customers.

After celebrating 38 years of growth, success, and leadership in the technology industry, our business strategy will continue to focus on providing quality products and outstanding customer service at competitive prices. CDW•G wants to be a single-source provider of information technology products and services for our customers. We will continue to expand the value-added services we offer our customers while minimizing costs.

Elements of our business strategy include:

### **Customer Focus**

We rely on our customer-focused philosophy to guide us and to help us meet and exceed your specific needs. This philosophy dictates that everything we do revolves around the customer. At CDW•G, we are never satisfied, and we will continue to find new ways to deliver value to our customers.

### **Multi-branded Solutions**

We provide our customers with one-stop shopping and the ability to develop customized and fully integrated multi-branded technology solutions. We maintain strong relationships with our manufacturer partners to provide the best service and support for our customers.

### **Integrated Technology Solutions**

CDW•G will continue to offer complex business solutions and services, including data center, mobility, collaboration, security, and cloud. Technology specialists offer expertise in designing customized solutions while engineers assist with the implementation and long-term management of solutions. Our advanced technology engineers have highly specialized training in Cisco, Microsoft master specializations, and Polycom platforms among others.

### **Competitive Pricing**

We offer our customers competitive prices due to economies of scale in purchasing products, our low-cost structure, and efficient distribution methods. Our purchasing and inventory tracking systems allow us to minimize our investment in inventory and reduce the risk of obsolescence.

### **Operational Efficiency**

CDW•G strives to improve our internal operations and to perform at the highest levels of operational excellence. With two state-of-the-art distribution centers, we can meet our customer needs quickly.

### **On-line Ordering and Reporting**

We will continue to enhance our real-time information technology systems and help our customers streamline the procurement process. Customers can take advantage of key procurement and reporting functions and generate daily operating reports.

### **High-Quality Coworkers**

We will continue to attract, motivate and develop high-quality coworkers and provide them with competitive compensation and incentives to maximize their performance and productivity.

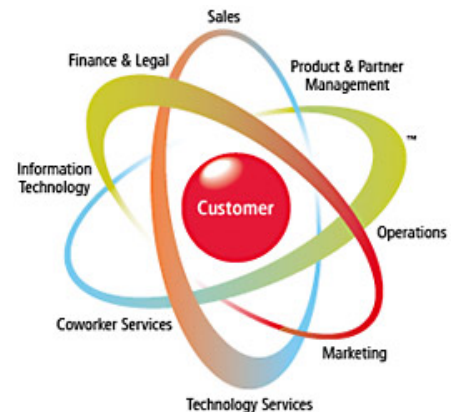
### Ongoing Technical and Customer Support

We are committed to providing support to our customers at the time of sale and after the purchase. Our technical staff receives ongoing education and training and maintains their professional certification from product manufacturers. Our Customer Relations staff ensures that any problems and issues are resolved satisfactorily.

### Customer-focused Philosophy

Our overall business strategy is to focus on developing long term relationships and to measure our success by the number of repeat customers we service year after year.

Region 4 ESC and OMNIA Partners Participating Public Agencies are a true example of this. At CDW•G we are never satisfied, and we plan to continue to find new ways to deliver value to our customers.



## Key Employee Experience and Qualifications

Describe the experience and qualifications of key employees.

Response:

CDW•G's unique approach to business unit focus and customer support with dedicated teams across State and Local Government, Education (K-12 and Higher Education), and Healthcare helps create awareness and familiarity across a contract portfolio. We have Sales Manager for each region across the United States for each vertical. Our sales managers will be responsible for helping drive contract growth within their territories. We have outlined the Sales Managers that support the State of Texas, as that is the location of Region 4 ESC, and we can provide additional names upon request.

All of our Sales Manager and rest of the team are knowledgeable and experienced within their given roles and responsibilities.



Exempt Pursuant to Tex. Gov't Code § 562.

**Sales Manager, K-12 Team for the State of Texas.** Joining

CDW•G in 2004 as an Executive Account Manager in K-12, Pursuant to Tex. Gov't Code § 552 began an accomplished career serving educators, school systems, and districts in Texas. His leadership and understanding of large-scale customers were recognized and in 2018 he assumed the role of K-12 District Sales Manager for the State of Texas. Working with a dedicated Texas team he has helped develop and launch CDW•G's Blueprint to Design offering where Education Strategists work side-by-side with school administration to design modern collaborative spaces at no charge to customers.



**[REDACTED], Sales Manager, State and Local Team for the Gulf Coast**

**Region** with responsibility for all of the State of Texas government agencies. Ryan helps lead CDW•G efforts to engage other customers on contracts across his area of responsibility including New Mexico, Louisiana, Arkansas, Mississippi, and Alabama.



**[REDACTED], Sales Manager, Higher Education for the Southeast and Gulf Coast.**

Recently wrapping his eighteenth year with CDW, [REDACTED] career began as Account Manager serving small business customers. After six years as an accomplished sales maker, he shifted to CDW•G sales support for the Southeast and Gulf Coast Higher Education Teams where he first got to know his Texas customers. He moved into a management role in sales support for State and Local Government and Education where he continued to broaden his customer set and increase understanding of his market customers. In 2016 Mark made the move to Sales Manager, Higher Education for the Gulf Coast Region with responsibility for all of Texas.



**[REDACTED], Deputy Program Manager, K-12 Team.**

[REDACTED] joined CDW•G in 2018 as a Deputy Program Manager. In this position, he has served as the main point of contact for several contracts, including our current contracts with OMNIA. He specializes in managing contracts, both large and small, across the central region of the US, including the State of Texas. He holds his Project Management Professional certification, a certification from the National Contract Management Association, and a Bachelors of Science Degree from Penn State University in Economics and International Business. With his more than three years of experience within this role, he is uniquely poised to manage the Region 4 ESC OMNIA Partners Total Cloud Solutions contract.

## Government Sector Experience

Describe Offeror's experience working with the government sector.

Response:

CDW•G has more than two decades of experience providing IT solutions to government entities across the US. CDW•G teams are known for their ability to implement the right technology solutions to meet the needs of Federal, State and Local government agencies, as well as Healthcare, Higher Education, and K-12 organizations. Our solutions begin at the local level with our dedicated Account Managers. These Account Managers have on average nearly a decade of experience working with government entities to find dynamic solutions not only in the cloud but in all things IT. In addition to our Account Managers, we have nearly 200 solutions architects and engineers who specialize in specific technology categories, from OEM-specific cloud solutions and managed services to Voice Over Internet Protocol (VOIP) infrastructure design and beyond.

In 2021, CDW•G generated \$8.18 billion in net revenue across government, education, and healthcare. CDW•G serves more than 25,000 active public sector customer entities annually:

- State & Local Customers: 9,100+
- Healthcare Customers: 4,000+
- Federal Customers: 1,500+

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## Education for IaaS, PaaS, and SaaS Offerings

Describe how your company will assist in educating customers on the distinct difference between IaaS, PaaS, and SaaS offerings and responsibilities.

Response:

---

CDW•G is the ideal partner because we have the resources in place to help Region 4 ESC and OMNIA Partners fully understand the depth and breadth of their options to maximize the desired Cloud Solution, and in turn, their investment. CDW•G supports Region 4 ESC and OMNIA Partners in several different ways. Our Account Managers are well-positioned to educate Region 4 ESC and OMNIA Partners Participating Entities in taking advantage of all of our programs. Additionally, our Technical Solution Architects work in tandem with our Account Managers to scope out the best solution for our customers. Much of this solutioning involves educating customers on the distinct differences between the many types of technological solutions.

In our Technology Solutions contract, OMNIA Partners Participating Entities have made good use of our Tech Solutions Library, a resource where our experts have established more than 400 thoughtful recommendations and education videos helping viewers accomplish so many things, from choosing a keyboard to modernizing a classroom.

Additionally, our experts are constantly churning out useful content for many, many technology subcategories. The Solutions Blog provides Insights from Experts who, as we like to say at CDW•G, “Get IT”. You can visit this link for more: <https://www.blog.cdwg.com/>

While we would never expect a customer to know everything there is to know about the many solutions we offer, our technical experts take pride in the concept of educating our customers so that they can play an active role in their solutioning, providing feedback, and insight into what makes them unique.

Training and knowledge sharing empower customers in an increasingly complex and diverse technology environment. Network architecture, algorithm, blockchain, hyper-automation, and enhanced services are built around our customer-centric core value of listening, determining, and addressing the needs of our customers, and that includes providing the knowledge base to properly address the unknown. You can see this below, in our success story

Our relationships and accolades with the many cloud providers put us in a front-row seat to allow us to be educators in the industry, particularly when it comes to IaaS, PaaS, and SaaS offerings and responsibilities.

Another way we share knowledge with our customers is by hosting Technology Symposiums. These symposiums bring our best-of-breed partner networks to our customers, where they can share key industry updates, product roadmaps, and technical deep dives. Our technical specialists and OEMs conduct service and product roadmap sessions, arrange demo loan products, and facilitate a combination of web and onsite training.

**IaaS:** provides customers with bandwidth, storage and computing power on-demand over the Internet.



CDW•G has training that include security incident planning, ITIL workshops, and cloud adoption workshops. Our teams can also train Participating Entities on utilizing our Service portal once onboarded with our Managed Services team.

**SaaS:** delivers conventional IT applications to end users on-demand over the Internet.



We have certain programs, called jumpstarts and foundational services, that help train the Region 4 ESC and OMNIA Partners Participating Entities to achieve a particular outcome.

As a solution matures, we understand additional implementation and configuration services may be necessary. CDW•G can provide these informally or through formal training as part of the transition to Day 2 Support.

Additionally, we have a Technology Experience Center located in our Vernon Hills, IL location. This facility offers onsite and remote demos of leading solutions and is managed by our Demo Lab team. The Demo Lab demonstrates how integrated solutions work in a real-world environment and help Region 4 ESC and OMNIA Partner Participating Entities determine which solutions best meet their needs. Demonstrations allow customers to:

- See the newest technologies built as integrated solutions
- Compare alternative solutions side by side
- See what a proposed back-end infrastructure looks like
- See how different components interact

Region 4 ESC and OMNIA Partner Participating Entities can work with their Account Managers to arrange a virtual or in-person visit to our Technology Experience Center.

CDW•G will work to make as much training as possible through the above options, which are available at no additional cost. In any Professional Services engagement, knowledge transfer is part of our core methodology, ensuring that on-the-spot training is taking place and that Participating Entities know how to manage and drive the new technology or environment upon our engineers' departure.



Knowledge transfer is fundamental to our belief that we can empower Participating Entities to evolve their IT capabilities and reap significant rewards from the intelligent application of the latest generations of technology.

Our industry accolades and consistent customer recommendations endorse an impressive track record of delivering customer value that is closely related to our ability to transfer knowledge to our clients.

Be it a staffing services engagement, a deliverables-based project, or engagement start-up, we discuss and, with approval, build in any necessary steps, processes, timelines and activities in our engagement plans to ensure effective knowledge transfer. Each of our personnel has been selected for their technical capabilities, expertise and experience, as well as their ability to transfer applicable knowledge to Region 4 ESC and OMNIA Partners Participating Entities staff.

CDW•G also offers a wide array of in-depth training options that, depending on scope may be offered for purchase by Region 4 ESC and OMNIA Partners Participating Entities depending on the scope of a particular engagement.

## Litigation and Bankruptcy Details

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

Response:

---

As of the date of submission, there are no known state investigations, reorganization measures, bankruptcy lawsuits or other past litigations regarding CDW•G or any current officers and directors.

## References

Provide a minimum of 5 customer references relating to the products and services within this RFP within the past three (3) years. References should include at least one customer who is:

a) Using a Microsoft Azure Solution; b) Using an Amazon Web Solution (AWS) Solution; c) Academic/education leveraging a cloud solution; d) Using a PaaS solution; e) Has purchased an IaaS solution; f) Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Response:

---

Our six references are detailed in the following section. They showcase our varied Cloud solution strengths and ability to meet the RFP requirements.

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**



Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101





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Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101



## Additional Relevant Information

Provide any additional information relevant to this section.

Response:

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As always, CDW•G seeks to provide our customers with relevant, comprehensive information. Should there be any questions, or any additional relevant information necessary, please contact our team at the information listed in the cover letter. Additionally, [www.cdwg.com](http://www.cdwg.com), our website, provides a wealth of information regarding our solutions, structure, services, and all our offerings.

# TAB 5

## Value Add



TAB 5

Value Add



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## CDW•G Value Added Offering

CDW•G's vast range of products, technology services, and comprehensive solutions are combined with quick and accurate product-fulfillment capabilities and highly skilled technical resources to provide the best total solution for Participating Entities specific needs. In addition, our valuable partner relationships, comprehensive and flexible online tools, dedicated resources to support your account, and customer-focused philosophy lay the foundation for a strong business partnership. We are committed to running our business with honesty, integrity, and the highest level of customer service.

We provide customized, quality, cost-effective solutions. We are dedicated to total customer satisfaction. The sections below outline value-added services that CDW•G provides resulting in additional benefits for Region 4 ESC and OMNIA Partners.

### Presales Consulting Expertise

A unique advantage of our business model is that Region 4 ESC and OMNIA Partners have access to an incomparable depth and breadth of value-added technical expertise. Your Account Team includes highly trained presales specialists who are experts in particular areas of technology or for specific partner products. CDW•G account managers engage these value-added resources to bring all OMNIA Partner Participating Entities the best advice and technology solutions to meet their unique needs. CDW•G Account Teams coordinate meetings with Region 4 ESC and OMNIA Partners Participating Entities and vendors to review future needs, standards, and roadmaps. In addition, CDW•G Account Teams have access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support

### Technology Specialists

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

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

### Presales Systems Engineers

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

## **Solution Architects**

Our teams of Solution Architects work closely with the vendor partners whose solutions they design. They assess Participating Entities environment and work with Participating Entities to design plans for solutions that boost productivity and improve operational efficiencies. They are knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

## **Onsite Vendor Representatives**

CDW•G has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information and to provide training on an ongoing basis. Our strong relationships facilitate pre-sales consultation and timely notification regarding product changes and products going “end of life.”

## **The Education Strategy and Educational Transformation Teams**

Made up of individuals who worked formerly in positions such as classroom teachers, an Education Technology Consultant, and Executive Director of Professional and Digital Learning, this CDW•G team strives to help our customers achieve transformational change in the classroom and the lecture hall. The team is located throughout the country and can serve not only Texas but the entire country of OMNIA customers.

## **Digital Transformation - Audio Visual Cloud Products and Services**

CDW•G want to ensure teachers and professors understand how to effectively use new technologies in their classrooms. Our teams are vendor-neutral, ensuring that customers learn about the pros and cons of several leading solutions and choose the one that fits their needs and goals. Topics for discussion among CDW•G and a customer instructional team include:

- Success stories of schools that are leading the digital age with best practices
- Emerging trends in Audio Visual use such as interactive whiteboards, wireless casting, and remote and hybrid learning environments

## **Blueprint to Design Services**

This practice includes flexible furniture, cloud platforms, and analytics. CDW•G work with schools and colleges and universities to create inspirational and cost-effective, learning environments centered around accessibility and collaboration. With this approach, administrators, teachers, students, and parents can be as connected and informed as possible.

## **21st Century Learning**

A CDW•G Education Strategist can provide a two-day customer summit for K-12 and Higher Education leadership. The subject matter focuses on the high-level aspects of 21st-century learning while helping schools develop a deployment plan to achieve truly transformational change. The seminar revolves around the skills students will need after graduation: creativity, critical thinking, computational thinking, communication, and collaboration.

## **Esports and the Cloud**

Collegiate esports has seen a major boom in recent years, and with good reason. Thoughtful, purpose-built gaming programs not only serve as a key recruitment differentiator but also create

opportunities to generate revenue, compete against other colleges and universities, design interdepartmental curricula, and prepare students to work in the ever-growing esports industry.

**Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101**



**Figure 17 The Education Strategy Team**

Achieving the desired outcomes requires so much more than selecting the right games. Coordinated planning and support are essential to establishing an esports program with a lasting impact. Our experts will work with Region 4 ESC and OMNIA Partners Participating Entities to evaluate resources and break down everything each institution needs to reach its goals. CDW•G offer competition-ready hardware, esports spaces, infrastructure, and professional and managed services.

Our experts will evaluate your resources and break down everything your institution needs to reach its goals, from competition-ready hardware to esports spaces, infrastructure, professional and managed services, and more.

CDW•G's Esports in Education Team is here to assist Participating Entities with all their needs for esports. As a value adds for working with CDW•G the team can assist with:

- Presentations to build stakeholder support
- School-level consultation
- Clinics and curriculum design through our partnership with NASEF

## Training and Education

Training and knowledge sharing empower customers in an increasingly complex and diverse technology environment. Network architecture, algorithm, blockchain, hyper-automation, and enhanced services are built around our customer-centric core value of listening, determining,

and addressing the needs of our customers, and that includes providing the knowledge base to properly address the unknown.

Region 4 ESC and OMNIA Partners' ideal vendor must have the resources in place to help Participating Entities fully understand the depth and breadth of their options to maximize the solution, and in turn, their investment. CDW•G supports Region 4 ESC and OMNIA Partner Participating Entities in several different ways. Our Account Managers are well-positioned to aid Region 4 ESC and OMNIA Partners Participating Entities in taking advantage of all of our programs.

In our Technology Solutions, Products, and Services Contract, OMNIA Partner Participating Entities have made good use of our Tech Solutions Library, a resource where our experts have established more than 400 thoughtful recommendations and education videos helping viewers accomplish so many things, from choosing a keyboard to modernizing a classroom.

Additionally, our experts are constantly churning out useful content for many technology subcategories. The Solutions Blog provides Insights from Experts who, as we like to say at CDW•G, "Get IT". You can visit this link for more: <https://www.blog.cdwg.com/>

Another way we share knowledge with our customers is by hosting Technology Symposiums. These symposiums bring our best-of-breed partner networks to our customers, where they can share key industry updates, product roadmaps, and technical deep dives. Our technical specialists and OEMs conduct service and product roadmap sessions, arrange demo loan products and facilitate a combination of web and onsite training sessions. CDW•G has training sessions that include security incident planning, ITIL workshops, and cloud adoption workshops. Our teams can also train Region 4 ESC and OMNIA Partners Participating Entities on utilizing our Service portal once onboarded with our Managed Services team. We have certain programs, called jumpstarts and foundational services, that help train the Region 4 ESC and OMNIA Partners Participating Entities IT staff to achieve a particular outcome.

As a solution matures, we understand additional implementation and configuration services may be necessary. CDW•G can provide these informally or through formal training as part of the transition to Day 2 Support.

Furthermore, we have a Technology Experience Center located in our Vernon Hills, IL location. This facility offers onsite and remote demos of leading solutions and is managed by our Demo Lab team. The Demo Lab demonstrates how integrated solutions work in a real-world environment and help Region 4 ESC and OMNIA Partners Participating Entities determine which solutions best meet their needs. Demonstrations allow customers to:

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CDW•G will work to make as much training as possible through the above options, which are available at no additional cost. In any Professional Services engagements, knowledge transfer is part of our core methodology, ensuring that on-the-spot training is taking place and that IT staff knows how to manage and drive the new technology or environment upon our engineers' departure.

CDW•G also offers a wide array of in-depth training options that, depending on scope may be offered for purchase by Region 4 ESC and OMNIA Partner Participating Entities depending on the scope of a particular engagement.

### Partner Led Webinars

All interested parties under the contract have the capability to participate in Partner-Led Webinars, a complimentary resource where our partners such as AWS provide fact-based webinars about their products and services. Your Account Manager can provide access to this offering.

### Diversity Practices

CDW•G promotes the value of diversity and inclusion in our workplace by offering training sessions, membership in business resource groups, and recruitment and hiring practices. These practices enable us to attract and retain world-class talent. They also enrich and inform our experiences related to the value of diverse community engagement with Region 4 ESC and OMNIA Partner's Participating Entities.

Our Supplier Diversity program includes access to our certified minority, veteran, and small business enterprises in states throughout the country drives local economic growth, and will support the minority and diversity goals of our Region 4 ESC and OMNIA customers. A full description of our diversity program is in the third tab of the proposal.

Released earlier this month, the CDW•G Environmental Social Governance Report documented our digital equity involvement and progress. We have more than 80 social impact partnerships that are focused on closing the digital divide, which is the gap between those who have access to digital technology and those who do not.

### Public Safety Practice

First responders save lives and protect property every day. Technology challenges involving mobility, data interoperability and information sharing may hinder those efforts. But where does an Agency start? What are their options? How do Agencies obtain tech that works for wherever, whenever? The answers to these questions are the purpose of the CDW•G Public Safety Team.

At CDW•G, we collaborate with fire, police, emergency medical services, emergency management and other agencies to help them understand their options. A little guidance goes a long way, and our knowledge and expertise in deploying technology will support decision-makers in choosing public safety solutions.

Our public safety experts help first responders State and Local entities through:

- **Strategy Development/Envisioning:** Moving into real-time policing, developing a new emergency operations center, security center, or tactical operations center. Our Sr. Strategist can help you develop and document a plan of action.
- **Designing/Building Solutions:** Our Solution Architects can help you through the myriad of choices concerning designing the solutions necessary to develop the next generation of Public Safety tools.
- **Supplying IT items:** We have a large inventory of items you use every day
- **Contracting:** Reduce the administrative cost, require the span of control, and headaches in your next project with a single agreement and responsible party to deliver what you ask for.



CDW•G's *Next Generation Public Safety* approach addresses not only those trends from the past but aids agencies in preparing for whatever is next. Next Generation Public Safety™ is best described as a process of efforts towards Digital Transformation in Government™ and is a continual effort in phase from Assess & Envision through Planning & Design culminating in Implementation & Optimization. The achievable goals of "Digital Transformation" are numerous.

Decreased maintenance and improved operational efficiencies may relieve technology staff of mundane systems management tasks allowing for greater resource effort applied to evaluation, innovation and adoption activities.

Long-term cost savings can be applied to new investments in deep learning and artificial intelligence. Elevating the safety and security posture and improving compliance adherence offers unquantifiable rewards and helps in eliminating distractions.

The overarching goal of Next Generation Public Safety Transformation is the development of a State-of-Readiness that provides the flexibility to adapt to future innovation. Being able to rapidly absorb those technologies today that would be considered novel, may be a lofty goal. In the transformational era of tomorrow this capability becomes a general requirement. Nothing should be able to disrupt the digitally transformed agency.

**Digital Workspaces:** *Creating a better user experience while streamlining device management and improving access to information*

- Handheld and Mobile Data Terminals
- High-Performance Workstations
- Mobile Gateways and Routers
- Virtual Desktop and Application Delivery

**Mission Effectiveness:** *Digital Transformation yielding force multiplication, force protection, and delivering more rapid positive outcomes*

- Cyber and Physical Security
- Collaboration, Data Center, and Cloud Strategies
- Communications Infrastructure, ESINet, Radio Backhaul
- Surveillance, Recognition, and Evidence Management



**Command, Control & Intelligence:** *Enhanced situational awareness, data correlation, and decision support systems combine to aid in visualizing a common operating picture.*

- Mission Critical Operations Centers
- Data Visualization & Analytics
- Situational Awareness Platforms
- Mobile & Deployable Solutions

It is today's technology challenges that propel our CDW•G Public Safety Team forward. Since 2005, the CDW•G Public Safety Team has been delivering technology solutions supporting mission critical environments in Emergency Management, Fire & Rescue, Emergency Medical, Law Enforcement as well as the Critical Infrastructure protection. Our focus has changed over the years to keep pace with the challenges of the day. The one thing has remained the same is

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that Public Safety agencies large and small turn to CDW•G to assist in developing solutions supporting Mission Critical operations.

## Sustainability Practices

CDW•G works every day to reduce our environmental impact. These steps include the use of smarter packaging that is 100% recyclable, working with our shipping partners to support environmentally preferable shipping methods, compliance with Electronic Product Environmental Assessment Tool (EPEAT) and Energy Star requirements, and more. Our program is described in-depth in the third tab of our proposal.

## Customer Satisfaction, Consulting, Support, and Advocacy

Some specifics of our responsiveness practices, ongoing guidance methodology, aggressive pricing, and customer satisfaction goals include:

- The Account Manager is the primary point of contact for all requests and issues, coordinating your needs with our expert resources.
- Highly trained and experienced Technology Specialists and Solution Architects provide expert consulting advice and ongoing support.
- Strong relationships with manufacturers enable the Account Team to provide pre-sales consultation, technology roadmaps, and other assistance quickly. Major vendor partners have dedicated staff at CDW•G.
- CDW•G's size and clout within the marketplace enable us to take advantage of volume discounts, exclusive pricing, and special promotions on behalf of our customers.
- Exceptional technical support and customer relations departments help minimize downtime.
- Quarterly Business Reviews provide an opportunity to review performance and strategically forecast and plan for future initiatives.
- Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.

## CDW•G's Customer Service Practices

We discuss our customer service in the third tab of our proposal but feel strongly that this is a large value add to choosing CDW•G. We take great pride in our service quality, and customer satisfaction is a top priority. Our organization utilizes a Net Promoter Score (NPS) to track customer feedback and acceptance of our Managed Services. During 2020, our NPS score averaged 58.8. In contrast, the industry average measured by the Technology and Service Industry Association (TSIA) was 38.0. It's important to note that NPS ratings are based on a scale of -100 to +100, with the following rating categories:

- -100 to 0: Poor
- 0 to 30: Good
- 30 to 70: Great
- 70 to 100: Exceptional

Many small public sector organizations have limited budgets and in-house resources to execute their IT initiatives. CDW•G offers many low-cost assessments, workshops, and implementation services to help organizations navigate those initial steps. Our Jumpstart Services are a low-cost alternative for Region 4 ESC and OMNIA Partners Participating Entities to engage a



CDW•G engineer to build a proof of concept, test environment, or accelerate the adoption of existing technologies. Our Security Services is one of the few public sector providers to offer a zero-dollar retainer for Security Incident Response. Many educational and healthcare customers subscribe to this service since there is no upfront retainer to have our Security Response team on call in a security or data breach.

## Streamlined Procurement Process & Program Management

CDW•G's streamlined processes, standardized purchasing, and cost management methods include the following value-added benefits:

- Customizable web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering, and tracking purchases
- Asset management tools and flexible reporting capabilities facilitate cost-effective purchasing decisions
- Assistance with setting up and maintaining a customized catalog(s) and managing user purchasing through our Purchase Authorization System
- Uploaded contract pricing to web portal to ensure correct, consistent pricing across the enterprise
- Extensive experience interfacing with Electronic Data Interchange (EDI) and more than 50 leading eProcurement applications
- Dedicated Program Manager manages the contract and ensures compliance

## Product Fulfillment and Quality Initiatives

CDW•G's product fulfillment and quality initiatives allow for quick turnaround, reliability, quality, and greater productivity. These initiatives include:

- Two ISO 9001:2008, 14001:2005, and 28000-certified distribution centers, in Illinois and Nevada, are strategically located to easily serve our customers across the United States.
- Convenient one-stop shopping with access to more than 100,000 products from more than 1,000 manufacturers enabling us to easily customize multi-vendor solutions.
- Quick product turnaround due to our delivery model which combines manufacturers, distribution channel partners
- More than 150 configuration technicians can configure technology solutions in our state-of-the-art ISO 9001:2008, 14001:2005, and 28000 certified configuration centers so products arrive ready to plug and play
- Multiple versions of a customer's images can be maintained on our secure image servers, so they are available for immediate deployment
- Comprehensive quality assurance checks are performed on all products before they leave the configuration center
- Operational Excellence Group drives process improvement initiatives to optimize the customer experience

## Software Value-Added Services

CDW•G does not compete on price alone. As a vendor-neutral solutions provider, assisting with pre-sales recommendations is one of our strong suits. We are the number one reseller to many of our vendor partners, such as Microsoft, VMware, and Adobe. This is proof that we have the expertise, experience, and resources to provide the best solution for Region 4 ESC and OMNIA

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Region 4 ESC and OMNIA Partner Group are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

Partners Participating Entities. Our close relationships mean that we receive competitive price offers and timely notifications regarding product changes. This allows the Account Teams to keep all OMNIA Participating Entities apprised of new product releases, version changes, and price changes, all of which affect how Region 4 ESC and OMNIA Partners Participating Entities purchase software and services.

CDW•G can provide Region 4 ESC and OMNIA Partners with the following value-added services:

- Assessments including Software License Review, Demonstration Labs (such as our Microsoft Experience Center), Virtualization Assessment, Security Threat Check, and One-to-One Readiness, among others
- Trial License Key Codes
- Educational resources and important notifications including email notifications, webinars, CDW's Solution blog, Software Simplified, and White Papers, among others
- Software purchase reports
- Available software promotions
- Sponsored vendor events designed to keep all Region 4 ESC and OMNIA Partners Participating Entities in the know of industry trends
- Licensing Strategy Consultation
  - Current licensing assessment
  - Analysis of current and future needs
  - Discussion regarding procurement preferences
  - Multiple quotes for side-by-side comparison
- Ongoing Licensing Strategy Sessions
  - New products
  - Software Assurance benefits utilization
  - Changes in licensing structure
  - Future procurement planning
- Customized Procurement Plan
  - Multi-year license procurement roadmap
- License Agreements
  - Provide all Region 4 ESC and OMNIA Partners Participating Entities education on License Agreement Terms & Conditions
  - License Agreement setup and processing

Our expertise extends to everything from the evaluation process and technology planning to software purchasing and the contract management tasks ahead. CDW•G commits to dedicating many resources to supporting Region 4 ESC and OMNIA Partners in providing helpful insight on right-fit options for your specific needs. We have over 320 coworkers specifically dedicated to Software Licensing, Solutions, and Services.

We believe Region 4 ESC and OMNIA Partners will find that our business model provides one of the best values that the industry has to offer for licensed software. Our resources and our value-added tools provide Region 4 ESC and OMNIA Partners with the pricing and partnership that it deserves based on your significant buying power. We have the best in class solution today, but we will continue to evolve to maintain our leadership role, expand, and enhance our value proposition, and better serve Region 4 ESC and OMNIA Partners.

## The Account Center

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

Our extensive suite of online tools, provided to all Region 4 ESC and OMNIA Partners Participating Entities at no additional cost, allows you to:

- Streamline the ordering process
- Facilitate product standardization
- Create bundles for easy reordering
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users
- Maintain customized catalog(s)
- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in SLT format.
- Download reports in Excel or CSV formats.
- Access online chat support

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

- **Speed:** Region 4 ESC and OMNIA Partners Participating Entities can research, purchase, and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized colleagues can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products.
- **Reporting:** As a rich source of detail on purchase history, license agreements, and asset tracking, CDW•G lightens the burden of generating reports. The Account Center is a productivity-enhancing tool, giving you the exact detail required whenever needed. Reports can also be downloaded into a variety of formats, including Microsoft Excel, CSV, and tab-delimited files. We bring dynamic reporting for the information Region 4 ESC and OMNIA Partners Participating Entities need, when they need it, via the Account Center.

The value-added benefit of the Account Center is that Region 4 ESC and OMNIA Partners Participating Entities can better manage data and information, which will allow for more cost-

effective decisions. The Account Center also reduces the administrative and purchasing costs involved in procurement.

### Account Center Features:

#### Account Linking: View, Place, and Track Orders from Multiple Addresses

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

#### Account Team: Access Expert Support with a Personal Touch

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

### Procurement Management Portal

Available to all customers, CDW•G has a customizable Account Center that facilitates the ordering, tracking, and management of IT purchases. Authorized users and administrators access real-time information from one site, 24x7.

Flexible reporting capabilities improve data management and the ability to make cost-effective decisions.

### Ordering and Tracking

Region 4 ESC and OMNIA Partners Participating Entities Account Center makes the buying process simple and efficient, enabling authorized users to:

- Reduce time spent researching and purchasing
- Easily collaborate with the Account Team
- Create quotes quickly right from their shopping cart
- Create bundles for easy reordering
- Choose standard or express
- Access up-to-date order and delivery status
- Reprint a copy of any invoice or packing slip
- Initiate returns and request RMA numbers

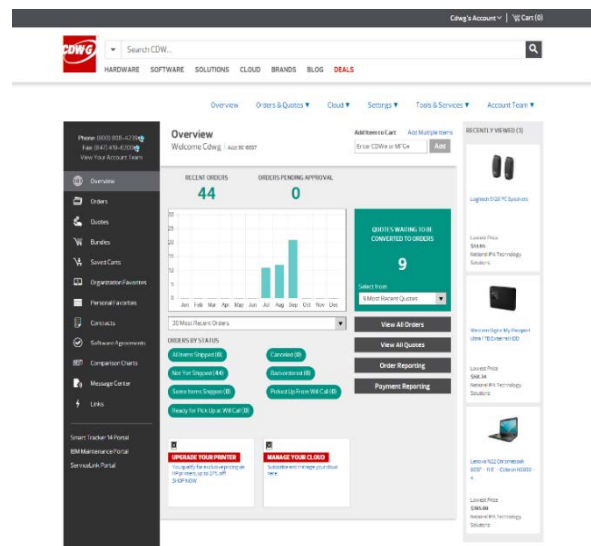


Figure 18. Ordering & Tracking Dashboard

### Asset Management and Reporting

The Account Center is a productivity-enhancing tool that promotes asset management and helps gather the depth and breadth of information your organization needs. Administrators will be able to:

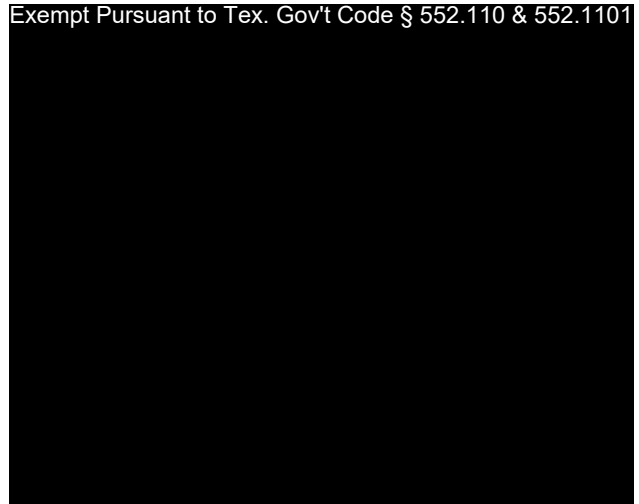
- Promote product standardization

- Create customized catalogs
- Assign rights to specific groups of users
- Automate purchase approvals
- Maintain consistent pricing
- Retrieve purchase and payment history for the past three years
- Access information across an enterprise organization without having to log onto multiple web portals

Users can view standard reports and create and save custom reports. Reports can be generated for a variety 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. In addition, your account manager can set up custom fields on your Account Center to meet your specific reporting needs.

Exempt Pursuant to Tex. Gov't Code § 552.110 & 552.1101



**Figure 19. Report Dashboard**

## Integration with eProcurement Systems

We works with many leading eProcurement systems such as Ariba, SAP, and Oracle to integrate procurement punch-out/roundtrip solutions that make it easier and more cost-effective for your organization. We have an eProcurement team specifically dedicated to integration.

## EDI Communication Methods

We supports a variety of communication methods. The preferred method is to use FTP with PGP encryption.

**FTP (File Transfer Protocol)** — FTP processing is flexible. We can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We also can exchange stream files — one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible. Either CDW or the Partner may host the FTP site. UserID and Password are required to access CDW's FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

We uses PGP (Pretty Good Privacy) to encrypt data exchanged via FTP. PGP is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW can also support FTP using SSH or SSL session encryption.

**EDIINT–AS1** — This communication method uses the e-mail system to transfer encrypted data over the Internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

**EDIINT–AS2** — This communication method uses the Internet to exchange data and an HTTP (HyperText Transmission Protocol) post to transfer encrypted data between CDW•G and customers.

**HTTPS (HyperText Transmission Protocol, Secure)** — This method allows CDW•G to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

**VANs (Value Added Networks)** — A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will work with Region 4 ESC and OMNIA Partners Participating Entities to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to and from a VAN.



**Figure 20 Featured eProcurement Partners**



# TAB 6

## Additional Required Documents





TAB 6

Additional Required Documents



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Appx C. Doc 1. Acknowledgment & Acceptance of Region 4 ESC's Open Records .....216

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

**OPEN RECORDS POLICY**

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

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

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

April 29, 2022  
\_\_\_\_\_  
Date

*David C. Hutchins* Vice President, Strategic Programs  
\_\_\_\_\_  
Authorized Signature & Title

### **CDW-G Statement of Confidentiality**

The information contained within CDW-G's proposal is protected commercial and financial information belonging to CDW-G and the release of such information would harm CDW-G's proprietary interests. CDW has spent the last 30+ years refining its customer pricing, customer base, customer development and partner relationships. The internal development of information and strategy is at the heart of what makes CDW-G competitive with its customers. To reveal this information to CDW-G's competitors would cause CDW-G irreparable and substantial competitive harm.

Notwithstanding ESC Region 4's expectation that price would not be determined confidential, CDW-G's understanding of prior Texas Attorney General decisions suggests otherwise. The Attorney General, through his review of Texas Supreme Court rulings, has determined that Section 552.104(a) of the Texas Government Code provides protection of price information. In addition to CDW-G's price strategy and offer to ESC Region 4, CDW-G believes the following to similarly be exempt from disclosure:

Response Page No.	Rationale
27	Confidential financial information not released to the public
28	Confidential financial information not released to the public
29	OMNIA member-specific website link
30-31	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage
34	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage
41	Confidential financial information not released to the public
45	Confidential financial information not released to the public
46-47	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage
47	Confidential financial information not released to the public
49	Confidential financial information not released to the public
50-55	Confidential financial information not released to the public
58-61	Confidential financial information not released to the public
64	Confidential financial information not released to the public
72	Confidential terms of offer not released to the public
73	OMNIA member-specific website link
74	Confidential financial information not released to the public
78	CDW-G's OMNIA accounts spend is confidential customer information not made publicly available
95	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G
98	CDW-G employee personal information/contact information
101	CDW-G employee personal information/contact information
101	OMNIA member-specific website link
104	OMNIA member-specific website link
107	CDW-G employee personal information/contact information
109	CDW-G employee personal information/contact information
113	CDW-G's top OMNIA accounts is confidential customer information not made publicly available

173	CDW-G's logistics and performance metrics is confidential information used to provide CDW-G a competitive advantage
179	Confidential financial information not released to the public
188-189	CDW-G employee personal information/contact information
66	Confidential financial information not released to the public
192-198	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage
203	CDW-G employee personal information/contact information
212	Customer-specific Reporting screenshot

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

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

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

**Company**

CDW Government LLC

**Contact**



**Signature**

Cailee Filkin

**Printed Name**

**Address**

230 N. Milwaukee Ave.

Manager – Proposals,

**Position with Company**

Vernon Hills, IL 60061-9740

**Official  
Authorizing  
Proposal**



**Signature**

David Hutchins

**Printed Name**

**Phone**

312.546.2516

VP Strategic Programs

**Position with Company**

**Fax**

847.968.0962



To Whom It May Concern,

CDW Government LLC is a publicly traded entity under its parent company (Stock Ticker: CDW).

Due to the new rules executed by the State of Texas on 01/01/2018, the Form 1295 is no longer applicable to CDW Government LLC.

Please visit the following website for more information.

<https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

## Changes to Form 1295

Changes to the [law](#) requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

### **What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. **A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- **a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\***
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, David Hutchins, as an authorized representative of

CDW Government LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

David C Hutchins  
Signature of Named Authorized Company Representative

April 29, 2022  
Date




## Addendum No. 1

### **RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT**

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

Company Name CDW Government LLC

Contact Person Cailee Filkin, Manager, Proposals

Signature 

Date 29-Apr-22

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

## Addendum No. 2


---

### **RECEIPT OF ADDENDUM NO.2 ACKNOWLEDGEMENT**

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

Company Name CDW Government LLC

Contact Person Cailee Filkin, Manager, Proposals

Signature 

Date 29-Apr-22

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist


## Addendum No. 3

### **RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT**

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

Company Name CDW Government LLC

Contact Person Cailee Filkin, Manager, Proposals

Signature 

Date 29-Apr-22

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist


## Addendum No. 4

### **RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT**

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

Company Name CDW Government, LLC

Contact Person Cailee Filkin, Manager, Proposals

Signature 

Date 29-Apr-22

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

## Additional Agreements

Any additional agreements Offeror will require Participating Agencies to Sign

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Please find a sample copy of our Statement of Work (SOW) used for services engagements and a Cloud Services form (titled Attachment 1 -Third Party Cloud Computing and Storage Services), which is necessary whenever there is a transaction between CDW-G and a customer.

---

## STATEMENT OF WORK

<b>Project Name:</b>		<b>Seller Representative:</b>
<b>Customer Name:</b>		
<b>CDW Affiliate:</b>		
		<b>Solution Architect:</b>
<b>SOW Created Date:</b>		
<b>Version:</b>		<b>Drafted By</b>

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, [CDW Affiliate] ("Provider," and "Seller,"), and [Customer Name] ("Customer," and "Client,").

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

### PROJECT SCOPE

#### SERVICE DESCRIPTION

#### GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

### CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

## SERVICES FEES

## EXPENSES

## CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

## PROJECT SPECIFIC TERMS



## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**[CDW Affiliate Name]**

**[Customer Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Mailing Address:**

**Mailing Address:**

**[Affiliate Address line 1]**

Street: \_\_\_\_\_

**[Affiliate Address line 2]**

City/ST/ZIP: \_\_\_\_\_

## EXHIBIT \_\_\_\_\_

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)

**Attachment 1**  
**Third Party Cloud Computing and Storage Services**

**Definition**

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

**Cloud Services**

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

**Warranties**

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

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

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

Participating Public Agency shall be solely responsible for daily back-up and other protection of its

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

#### Limitation of Liability

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