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TUESDAY, DECEMBER 10, 2019
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order by Chairman Oglesby.
- II. Pledge of Allegiance/Invocation (Councilwoman Coonrod).
- III. Special Presentation.

Order of Business for City Council

- IV. Minute Approval.
- V. **Ordinances – Final Reading:**

PLANNING

- a. [2019-0137 John Wise \(Lift Condition\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift Condition “Walkway” and replace with “Applicant will work with the City of Chattanooga Department of Transportation to help develop a pedestrian transportation route between East Manning and Oliver Street on Tucker Street” of Ordinance Number 13367 of previous Case Number 2018-150, more particularly described herein. \(Alternate Version\) \(Sponsored by Councilman Mitchell\) \(District 2\)](#)

- VI. **Ordinances – First Reading:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [An ordinance amending Chattanooga City Code, Part II, Chapter 11, Article XX, Short Term Vacation Rental Certificate in connection with an annual review. \(Deferred from 12/3/2019\)](#)

[An ordinance amending Chattanooga City Code, Part II, Chapter 11, Article XX, Short Term Vacation Rental Certificate in connection with an annual review and Chapter 11, Article VI, Section 11-199, relating to Privilege Tax Levied; Use. \(Alternate Version\) \(Added by permission of Chairman Oglesby\) \(Revised\)](#)

PLANNING

- b. 2019-0159 Chris Anderson/Lima Charlie Properties, LLC (R-1 Residential Zone and M-1 Manufacturing Zone to RT-Z Residential Townhouse/Zero Lot line Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 1300 block of Mercer Street, more particularly described herein, from R-1 Residential Zone and M-1 Manufacturing Zone to RT-Z Residential Townhouse/Zero Lot Line Zone, subject to certain conditions. (District 2) (Recommended for approval by Planning)

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- c. 2019-0152 Jared Smith (R-3 Residential Zone and R-4 Special Zone to M-2 Light Industrial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located at 601 and 603 Airport Road, more particularly described herein, from R-3 Residential Zone and R-4 Special Zone to M-2 Light Industrial Zone. (District 5) (Recommended for approval by Planning and Staff)

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- d. 2019-0148 Rebecca Thomas (R-1 Residential Zone to R-4 Special Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3951 Cromwell Road, more particularly described herein, from R-1 Residential Zone to R-4 Special Zone. (District 5) (Recommended for approval by Planning and Staff)

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- f. 2019-0151 John Mullins (R-4 Special Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 9124 Amos Road, more particularly described herein, from R-4 Special Zone to C-2 Convenience Commercial Zone, subject to certain conditions. (District 6) (Recommended for approval by Planning and Staff)

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- g. 2019-0160 James K. White, III (M-1 Manufacturing Zone to B-PK, the Bend Parks and Open Space Zone, B-CX-12, the Bend Commercial Mixed Use Zone and B-CX-20, the Bend Commercial Mixed Use Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 900 through 1200 blocks of Riverfront Parkway, more particularly described herein, from M-1 Manufacturing Zone to B-PK, the Bend Parks and Open Space Zone, B-CX-12, the Bend Commercial Mixed Use Zone and B-CX-20, the Bend Commercial Mixed Use Zone. (District 7) (Recommended for approval by Planning and recommended a 30-day deferral by Staff)
- h. An ordinance amending Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article II, Definitions, Article XVI, Downtown Form Based Code, Division 1, Introductory Provisions, Section 38-692, Legal Requirements; Section 38-693, Context Areas; Section 38-694, Zone, Division 3, Rules for all zones; Section 38-697, Lot Types, and to add new context areas Division 14 the Bend. (District 7)
- i. 2019-0146 Wayne Williams (R-4 Special Zone to UGC Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of a property located at 1605 East 12th Street, more particularly described herein, from R-4 Special Zone to UGC Urban General Commercial Zone, subject to certain conditions. (District 8) (Recommended for approval by Planning and denial by Staff)
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- j. 2019-0154 Sean S. Daniels (C-5 Neighborhood Commercial Zone to C-2 Convenience Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of a property located at 3630 Ridgeside Drive, more particularly described herein, from C-5 Neighborhood Commercial Zone to C-2 Convenience Commercial Zone. (District 9) (Recommended for denial by Planning and Staff)

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VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution authorizing the acceptance of the fee simple conveyance from Cameron Riverfront Land, LLC to the City of Chattanooga of a 2.173-acre portion of Tax Map Number 135N-A-004, further identified in the form attached as the City parcel on Barge Project 35658-07, at an appraised value of \$140,000.00. (District 7)

FIRE

- b. A resolution authorizing the Director of Wireless Communications to enter into a three-year service agreement with Motorola Solutions-Asset Management for \$42,384.00 per year, for a total amount of \$127,152.00 for the full term of the contract.

MAYOR'S OFFICE

- c. A resolution to confirm the Mayor's appointments of Miguel Morales, David Higney, and Ann Pierre to the Wastewater Regulations and Appeals Board.

PLANNING

- d. Michael A. Wolff, Sr., M.D./Jai Meldi Mata, Inc. (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for an existing liquor store, change in ownership, located at 6401 Hixson Pike, Suite A. (District 3)
- e. 2019-0156 Maverick Development Group, Inc. (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for a Residential Planned Unit Development for properties located at 8024, 8104, 8108, and 8202 Shallowford Road, subject to certain conditions. (District 4) (Recommended for approval by Planning)

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Revised Agenda for Tuesday, December 10, 2019

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VIII. Purchases.

IX. Other Business.

Jai Meldi Mata, Inc. d/b/a CJ's Liquor - Certificate of Compliance (District 3)

X. Committee Reports.

XI. Recognition of Persons Wishing to Address the Council.

XII. Adjournment.

TUESDAY, DECEMBER 17, 2019
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order by Chairman Oglesby.
2. Pledge of Allegiance/Invocation (Vice-Chairman Henderson).
3. Special Presentation.

Order of Business for City Council

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5. **Ordinances - Final Reading:**

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6. **Ordinances – First Reading: (None)**

7. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

SHORT TERM VACATION RENTAL APPLICATIONS

- a. [2019-36 Carl & Meg Kinsel. A resolution approving Short Term Vacation Rental Application No. 19-STVR-00147 for property located at 3202 Pinewood Avenue. \(District 9\)](#)

- b. [2019-37 Danny Steve Cooper, II. A resolution approving Short Term Vacation Rental Application No. 19-STVR-00163 for property located at 214 Baker Street. \(District 2\)](#)
- c. [2019-38 James R. & Stacie J. Williams. A resolution approving Short Term Vacation Rental Application No. 19-STVR-00164 for property located at 3059 St. Elmo Avenue. \(District 7\)](#)

INFORMATION TECHNOLOGY

- d. [A resolution authorizing the Chief Information Officer to enter into a blanket agreement with ITpipes, LLC for the purchase of sewer asset inspection products and services, for one year, beginning January 1, 2020, and ending December 31, 2020, with two optional annual renewals, for an amount not to exceed \\$50,000.00 per contract year.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. [A resolution authorizing the Administrator for the Department of Public Works to award Contract No. W-17-024-201, MBWWTP Renewable Energy Project, to Inman Solar Incorporated of Atlanta, GA, in the amount of \\$4,456,667.00, plus a contingency amount of \\$450,000.00, for a total amount of \\$4,906,667.00. \(District 1\)](#)
- f. [A resolution authorizing the Administrator for the Department of Public Works to award Contract No. W-17-021-201, South Chickamauga Creek I - Phase 2, to SAK Construction, LLC of O'Fallon, MO, in the amount of \\$2.5 million, plus a contingency amount of \\$125,000.00, for a total amount of \\$2,625,000.00. \(District 8\)](#)
- g. [A resolution authorizing payment of the annual City Works software maintenance support to Hamilton County in the amount of \\$34,075.01 for the period of November 11, 2019 to November 10, 2020.](#)

Transportation

- h. [A resolution authorizing the Department of Transportation to erect commemorative secondary street name signs on Glass Street from Dodson Avenue to Hardy Elementary School designating said portions of Glass Street as "W.C. Hunter Parkway". \(District 8\)](#)
- 8. Purchases.
 - 9. Other Business.
 - 10. Committee Reports.

Revised Agenda for Tuesday, December 10, 2019

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11. Recognition of Persons Wishing to Address the Council.
12. Adjournment.

Proposed City Council Purchases 12-10-2019

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	SUMMARY Additional Supplemntation Requested Collected Prior to Council Session
R192836 Information Technology Department	New Blanket Contract - CDW-G for Computer Technology, Equipment, and Supplies - Information Technology Department	-	-	CDW Government, Inc. 230 N. Milwaukee Ave. Vernon Hills, IL 60061	Total Estimate \$5,000,000.00 Annually	General Fund	New Blanket Contract - CDW-G for Computer Technology, Equipment, and Supplies - Information Technology Department. The City of Chattanooga will issue a new blanket contract for twelve (12) months with the option to renew for three (3) additional twelve (12) month terms. This contract utilizes Sourcewell Contract No. 081419-CDW. TCA 6-56-304.2 allows for this single source procurement exempt from the usual advertising and bidding procedures.
R192833 Information Technology Department	New Blanket Contract - Cellular Devices, Services, and Business Solutions from Verizon Wireless - Information Technology Department	-	-	Verizon Wireless 5959 Shallowford Road, Suite #109 Chattanooga, TN 37421	Total Estimate \$900,000.00 Annually	General Fund	New Blanket Contract - Cellular Devices, Services, and Business Solutions from Verizon Wireless - Information Technology Department. The City of Chattanooga will issue a new blanket contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. This contract utilizes Tennessee Statewide Contract No. 64345. TCA 6-56-304.2 allows for this single source procurement exempt from the usual advertising and bidding procedures.
PO552814 Department of Youth & Family Development	Blanket Contract Renewal - Fresh Produce - Head Start Centers - Department of Youth & Family Development	6	1	T & T Produce Company P.O. Box 5756 Ft. Oglethorpe, GA 30742	Total Estimate \$263,000.00 Annually	General Fund	Blanket Contract Renewal - Fresh Produce - Head Start Centers - Department of Youth & Family Development The City of Chattanooga is renewing the first (1st) contract renewal option for twelve (12) months with one (1) renewal option remaining. There were six (6) direct bid solicitations and we received one (1) responses in the publicly advertised bid proceedings.
R192228 Traffic Operations Division Department of Transportation	New Blanket Contract - Intersection Loop Replacement - Traffic Operations Division - Department of Transportation	3	2	NABCO Electric Company, Inc. 2800 2nd Avenue Chattanooga, TN 37407	Total Estimate \$54,000.00 Annually	General Fund	New Blanket Contract - Intersection Loop Replacement - Traffic Operations Division - Department of Transportation. The City of Chattanooga will issue a new blanket contract for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. There were three (3) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.

<p>PO547618 Traffic Operations Division Department of Transportation</p>	<p>Blanket Contract Renewal - Performed Speed Suchions - Traffic Operations Division - Transportation Department</p>	<p>6</p>	<p>2</p>	<p>Traffic Logix Corporation 3 Harriet Lane Spring Valley, NY 10977</p>	<p>Total Estimate \$201,000.00 Annually</p>	<p>General Fund</p>	<p>Blanket Contract Renewal - Performed Speed Suchions - Traffic Operations Division - Transportation Department. The City of Chattanooga will issue the second (2nd) and final contract renewal for twelve (12) months. There were six (6) direct bid solicitations and we received two (2) responses in the publicly advertised bid proceedings.</p>
<p>PO547383 Public Works Department</p>	<p>Blanket Contract Renewal - Golf Carts - City Golf Courses - Parks Division - Public Works Department</p>	<p>10</p>	<p>3</p>	<p>E-Z-Go Testron 1451 Marvin Griffin Road Augusta, GA 30906</p>	<p>Total Estimate \$75,441.60 Annually</p>	<p>General Fund</p>	<p>Blanket Contract Renewal - Golf Carts - City Golf Courses - Parks Division - Public Works Department The City of Chattanooga will issue the second (2nd) contract renewal for twelve (12) months, with two (2) twelve (12) month renewal options remaining. There were ten (10) direct bid solicitations and we received three (3) responses in the publicly advertised bid proceedings.</p>



City of Chattanooga

Mayor Andy Berke

December 4, 2019

Mr. Brent Messer
Chief Information Officer
Information Technology Department
1100 Market St. Suite 300
Chattanooga, TN 37402

Subject: Requisition 192833 – New Blanket Contract for Cellular Devices, Services, and Business Solutions from Verizon Wireless – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to award a new blanket contract as needed for Information Technology Department and Citywide usage. This contract will utilize Tennessee Statewide Contract 64345. The contract term will be for Twelve (12) months ending December 2020 with the option to renew for an additional two (2) years matching the Statewide contract maturity date. The estimated annual spend for this contract is \$900,000.00.

I recommend awarding blanket contract for Computer Technology, Equipment, and Supplies to CDW-G.

This contract utilizes Tennessee Statewide Contract No. 64345. A copy of this contract is attached for your review.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/mh
Attachments

Verizon Wireless, 5959 Shallowford Road, Suite #109, Chattanooga, TN 37421

SWC# R811 – Cellular Devices, Services, and Business Solutions

Contractors: T-Mobile USA, Inc., and Cellco Partnership d/b/a Verizon Wireless

Contract Period: Start: November 1, 2019 Expiration: October 31, 2022

Summary/Background Information: What is covered: Voice and Data Service Plans (including International); M2M and Streaming Plans; Phones (both IOS and Android); Devices (ipads, Modems, Mini Towers, Security Cameras, Cell Spots, Hot Spots,etc.); Accessories (Cases, Cords, Cablesetc.); Business Solutions (Fleet Tracking, MaaS360, Asset Tracking,.....etc.)

Contracts and Catalog Access: Contract Numbers;

T-Mobile USA, Inc. 64341

Cellco Partnership d/b/a Verizon Wireless, 64345

https://sso.edison.tn.gov/psp/paprd/SUPPLIER/ERP/c/TN_PUBLIC_SUPPLIER.TN_ACTIVE_SWC_CMP.GBL?Page=TN_ACTIVE_SWC&Action=U&ExactKeys=Y&TargetFrameName=None

The above link is to the list of Statewide Contracts. Look down the list until you find contract Statewide Contract Number 3838 and click on the folder icon in the far right column. Click on the folder and both contracts will appear (Edison Contract Number ending in 43959; click on the Contract Documents folder of the needed contract and you see the Contract Documents icon and you will have access to the contract, specifications, and catalog.

State Contact Information

Contract Administrator:

Richard Kotler

Category Specialist

Central Procurement Office

(615)-253-4723

Richard.Kotler@tn.gov

Contractor Contact:

T-Mobile USA, Inc.

Matt Beagle



MEMO

Government Accounts Tennessee and Alabama
(m) 615-525-0991
Matthew.Beagle@t-mobile.com

Cellco Partnership d/b/a/ Verizon Wireless
Thomas Green
Managing Partner - Government
[455 Duke Dr. Franklin, TN 37067](mailto:455.Duke.Dr.Franklin.TN.37067)
(m) 615-708-9619
Thomas.Green@Verizon.com

Alex Andraca
Client Partner | Public Sector TN
(m) 615 708 6846
alejandro.andraca@verizonwireless.com

The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b) Tennessee local governmental agencies;
- c) the board of trustees of the University of Tennessee system, the Tennessee board of regents system, or the State university boards;
- d) any private nonprofit institution of higher education chartered in Tennessee; and,
- e) any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services or the Department of Intellectual and Developmental Disabilities to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Local Government Entity Instructions:

1. Local governments and other eligible entities are encouraged to use this contract.
2. Local entities should contact the vendor with respect to how they would like to conduct business transactions.

RFQ # 32110-32711 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFQ.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of General Services ("State") and Cellco Partnership d/b/a Verizon Wireless ("Contractor"), is for the provision of Cellular Devices, other Devices, Services, Accessories, and Business Solutions, , as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Partnership.

Contractor Place of Incorporation or Organization: Delaware

Contractor Edison Registration ID # 000000382

A. SCOPE:

- A.1.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

The purpose of this document is to describe the requirements used to establish a Restricted Statewide Contract to be used by the State. Contracts shall be established for Cellular Devices, other Devices, services, accessories, and Business Solutions.

- A.2.** Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. **3rd Generation Partnership Project ("3GPP")**. The term "3GPP" shall refer to the international standards body that covers wireless telecommunications network technologies (<http://www.3gpp.org>).
- b. **3G**. The term "3G" shall mean third (3rd) generation of Cellular Device technology.
- c. **4G**. The term "4G" shall mean fourth (4th) generation of Cellular Device technology.
- d. **5G**. The term "5G" shall mean fifth (5th) generation of Cellular Device technology.
- e. **Access Point**. The term "Access Point" shall refer to a device, such as a wireless router, that allows wireless devices to connect to a network.
- f. **Access Point Name ("APN")**. The term "APN" shall refer to the segmentation of a private network. APN is the name for the settings a Cellular Device reads to set up a connection to the gateway between a Carrier's cellular network and the internet.
- g. **Accessories**. The term "Accessories" shall mean any equipment, add-on, or component intended for use with a Cellular Device or Device.
- h. **Agency**. The term "Agency" shall refer to each State board, commission, committee, department, officer, or any other unit of State government.
- i. **Android**. The term "Android" shall refer to cellular Smartphones running on the Android operating system developed by Google.
- j. **Apple Business Manager**. The term "Apple Business Manager" shall refer to a set of Apple's business solutions including: Device enrollment, mobile device management, Device deployment, and automatic configuration.

- k. **Authorized User.** The term "Authorized User" is defined in Attachment G pro forma contract Section E.7
- l. **Business Solutions.** The term "Business Solutions" shall refer to a combination of ideas, services, and products that resolve a specific problem.
- m. **Carrier.** The term "Carrier" shall mean a wireless Carrier that owns the majority of its infrastructure and operates a mobile wireless network.
- n. **Cellular Device.** The term "Cellular Device" shall mean a phone or other equipment that connects over wireless services.
- o. **Central Procurement Office ("CPO").** The term "CPO" shall refer to the State office established and empowered by Tenn. Code Ann. § 4-56-104.
- p. **Connection Rights.** The term "Connection Rights" shall refer to the State's right to connect to the Contractor's network through APN.
- q. **Contract.** The term "Contract" shall refer to the writing(s) which contain the agreement of the CPO and the Respondent/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.
- r. **Coverage Area.** The term "Coverage Area" shall mean the geographic area in which the Carrier provides service. When located within this area, a Subscriber with a device that is compatible with the Carrier's network should be able to access wireless services on the Carrier's network or its partner networks.
- s. **Data Center.** The term "Data Center" shall refer to a State Data Center; either the North located in Nashville, Tennessee or the South location in Smyrna, Tennessee.
- t. **Device.** The term "Device" shall refer to an object or piece of equipment including but not limited to; iPads, HotSpots, routers, Femtocells, modems, and signal boosters.
- u. **Domestic.** The term "Domestic" shall mean the continental United States.
- v. **Electronic Data Interchange ("EDI").** The Term "EDI" shall refer to the computer-to-computer exchange of documents in an electronic format between the State and Contractor.
- w. **Electronic Serial Number ("ESN").** The term "ESN" shall mean a unique identification number embedded by manufacturers on a microchip in wireless Devices.
- x. **Enrollment Tier Level.** The term "Enrollment Tier Level" shall refer to a specific Service Plan that a Device or Cellular Device is enrolled under.
- y. **Flat Rate.** The term "Flat Rate" shall mean a fixed monthly fee or fixed rate on a per minute basis for a Service Plan.
- z. **Feature Phones.** The term "Feature Phones" shall mean cellular phones which incorporate features such as the ability to access the internet but does not have advanced computing abilities nor is able to run third-party applications. Feature Phones shall be flip phone style containing a hinge that allows the phone to flip open to reveal the screen, keypad, speaker and microphone.
- aa. **Femtocell.** The term "Femtocell" shall refer to a very small Cellular Device base station which is connected to the phone network via the internet.
- bb. **Gigabyte ("GB").** The term "GB" shall refer to data measurement where the information storage capacity is equal to 1,073,741,824 bytes.

- cc. **Host Application.** The term "Host Application" shall refer to software that that allows users to execute and operate a software applications.
- dd. **HotSpot.** The term "HotSpot" shall refer to access points that provide internet access to mobile devices such as laptops and smartphones.
- ee. **iOS Phones.** The term "iOS Phones" shall refer to cellular Smartphones running on the operating system created and developed by Apple Inc.
- ff. **IT Service Management ("ITSM").** The term "ITSM" shall refer to a strategic approach to design, deliver, manage and improve the way the State use information technology. ITSM includes all the discrete activities and processes that support a service throughout its lifecycle, from service management to change management, problem and incident management, asset management, and knowledge management.
- gg. **iPad.** The term "iPad" shall refer to a tablet computer, developed by Apple Inc.
- hh. **Internet Protocol ("IP").** The term "IP" shall mean sets of digital message formats and rules for exchanging messages between Cellular Devices, Devices, and computers across a single network or a series of interconnected networks.
- ii. **Internet Protocol Security Tunnel ("IPsec Tunnel").** The term "IPsec Tunnel" shall refer to a method where data packets sent from the source Device are accepted by the security gateway (a router or a server) and forwarded to the other end of the tunnel, where the original packets are extracted and then forwarded to their final destination Device.
- jj. **International Mobile Equipment Identity ("IMEI").** The term "IMEI" shall mean a fifteen (15) or seventeen (17) digit code that uniquely identifies Cellular Devices'.
- kk. **Machine 2 Machine (M2M).** The term "M2M" shall mean direct communication between Devices using any communications channel, including wired and wireless.
- ll. **Media.** The term "Media" shall mean magnetic tapes, optical discs, and other State approved forms/formats for storing electronic data.
- mm. **MiFi.** The term "MiFi" shall mean a portable broadband Device that allows multiple end users and Devices to share a 3G or 4G mobile Internet connection and create an ad-hoc network.
- nn. **Multimedia Messaging Service (MMS).** The term "Multimedia Messaging Service" shall mean a standard way to send messages that include multimedia content to and from a mobile phone over a cellular network.
- oo. **Nationwide Long Distance.** The term "Nationwide Long Distance" shall refer to the continental United States, Mexico, and Canada.
- pp. **Port.** The term "Port" shall mean to take a current phone number away from the current Carrier and transport it to another Carrier. This same definition shall apply, regardless of verb tense: e.g., Ported, Porting.
- qq. **Portable Document Format ("PDF").** The term "PDF" shall refer to a file format that has captured all the elements of a printed document as an electronic image.
- rr. **Proposal.** The term "Proposal" shall refer to the Contractor's submission of all documents in response to the solicitation, including but not limited to responses to Attachments A-F.
- ss. **Push – To – Talk ("PTT").** The term "PTT" shall refer to a method of cellular voice communications using a button to switch the Cellular Device from voice reception to transmit

mode; in a PTT system, all transmissions are relayed over the Carrier's radio channels and through a local server installed in the Carrier's network infrastructure. Transmissions are received by all Subscribers within range of that radio channel and are part of a designated group.

- tt. Secure File Transfer Protocol ("SFTP").** The term "SFTP" shall refer to a method for securely transferring data using a data stream which consists of a sequence of digitally encoded coherent signals used to transmit or receive information that is in the process of being transmitted.
- uu. Sensor.** The term "Sensor" shall mean an object whose purpose is to detect events or changes in its environment, and then provide a corresponding output.
- vv. Service Level Agreement ("SLA") Tiers.** The term "Service Level Agreement Tiers" refers to how a service should perform and further specifies the requirements for different levels of services.
- ww. Service Plans.** The term "Service Plans" shall mean a bundled subscription offering from a cellular carrier providing some combination of Services.
- xx. Service Year.** The term "Service Year" shall mean an annual period of time starting from the activation of a line of service.
- yy. Short Message Service ("SMS").** The term "SMS" shall mean a text messaging service component that uses standardized communication protocols to enable Devices to exchange short text messages.
- zz. SmartPhone.** The term "SmartPhone" shall mean a Cellular Device that performs many of the functions of a computer, typically having a touchscreen interface, internet access, and an operating system capable of running downloaded applications.
- aaa. Small Cell Sites.** The term "Small Cell Site" shall mean low-powered radio access nodes that help provide service to both indoor and outdoor areas.
- bbb. STS.** The term "STS" shall mean the State's Strategic Technology Solutions division of the Department of Finance and Administration.
- ccc. Subscriber Identity Module Card ("SIM Card").** The term "SIM Card" shall mean a portable memory chip used in Devices.
- ddd. Subscriber.** The term "Subscriber" shall mean a State employee or contractor that a service account has been established with a cellular Device Carrier.
- eee. Supplemental.** The term "Supplemental" shall refer to any additional Cellular Devices procured by the State beyond what the Contractor is contractually obligated to give the State for free.
- fff. Tethering.** The term "Tethering" shall mean the ability to share a Cellular Device's Internet connection with computers or other Devices. It can be accomplished by connecting the Devices with a USB cable, a Bluetooth wireless link or a Wi-Fi connection
- ggg. Throttling.** The term "throttling" shall mean the intentional slowing of the speed of data service flow through the owned and operated wireless network outside of a Service Plan's terms and conditions of an Internet Service Provider (ISP).
- hhh. Transition Plan.** The term "Transition Plan" shall refer to a formal document that outlines the scope of the Contractor's requirements to ensure continuity of all Cellular Devices, other Devices, and services which will be moved from the current State contract to this Contract.

iii. **Wearable Device.** The term "Wearable Device" shall mean smart electronic Devices that can be incorporated into clothing or worn on the body as implants or accessories.

jjj. **Wireless Data.** The term "Wireless Data" shall mean a communication service offered by Carriers that allows users to access the Internet and other data services via its wireless networks.

kkk. **Wireless Priority Service ("WPS").** The term "WPS" shall refer to the nationwide system in the United States that allows high-priority emergency telephone calls to avoid congestion on Cellular Device networks.

III. **XLS.** The term "XLS" shall refer to the file extension for a spreadsheet file format created by Microsoft for use with Microsoft Excel.

A.3. General Contractor Requirements

- A.3.1.** All Cellular Devices shall be compliant with the State's need to have generational compatibility and also for the replacement at no cost to the State of all Cellular Devices whose operating system is no longer maintained.
- A.3.2.** Contractor shall provide, at no cost to the State, SIM Cards for all Cellular Devices and other Devices which require one. This requirement shall span the entire Contract Term including the transition period.
- A.3.3.** Contractor shall provide, at no cost to the State, batteries, wall chargers, and manuals with the initial purchase for all Cellular Devices and other Devices for which required.
- A.3.4.** All goods identified in the response must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of response opening. Goods may include internal refurbished or reconditioned components normally used in the manufacturing process and deemed and warranted and sold as new equipment by the manufacturer.
- A.3.5.** Throughout the Contract Term, the Contractor shall provide to the State Cellular Devices which are compatible with the latest software release, and supported by the latest security patches and updates. Contractor may go back up to three (3) product generations as long as the compatibility requirement in Section A.3.1. is maintained. Any Cellular Device that is no longer compatible shall be replaced by the Contractor at no cost to the State.
- A.3.6.** During the Contract Term, the Contractor shall provide one (1) free Cellular Device per Service Year per Subscriber, in the event the Cellular Device becomes inoperable or will not update to the latest operating system.
- A.3.7.** The Contractor shall allow State Subscribers to upgrade their Cellular Devices once every two (2) years at no cost to the State.
- A.3.8.** Normal delivery. All Cellular Devices and other Devices ordered shall be delivered to the State and activation shall be completed within a maximum of three (3) business days of receipt of request for service unless an extension has been previously approved by the State. Contractor shall not charge the State activation or termination fees at any point of the Contract Term.
- A.3.9.** Emergency Overnight. Contractor shall support emergency overnight delivery, upon request of the State. All orders placed by the State before 3:00 pm Central Time shall be overnighted by the Contractor at no cost to the State. All orders placed by the State after 3:00 pm Central Time shall be delivered to the State within two (2) business days.

A.3.9.1. Local Expedited Delivery. Contractor shall maintain an adequate stock of the designated free iPhone models to support same day activation and delivery of Devices within ten (10) miles of the State Capitol, when ordered prior to noon of the requested delivery date. Contractor is responsible for inside delivery of device to the designated locations.

A.3.10. All Cellular Devices shall contain a customer setup sheet in the product's box on a single sheet of paper. The customer setup sheet shall contain:

- (a) Contractor's device activation phone number
- (b) Contractor's customer support phone number
- (c) Contractor's setup instructions for provisioning

The State reserves the right to modify the requirements for the customer setup sheet as needed.

A.3.11. The Contractor shall allow the State to temporarily and permanently block the following inbound and or outbound services on Cellular Devices and other Devices:

- (a) Nationwide voice calls
- (b) International voice calls
- (c) Text messages
- (d) Roaming
- (e) Picture messages

A.3.12. All Cellular Device phones provided under this Contract shall include the below capabilities or be capable of having:

- (a) Voicemail
- (b) Caller ID
- (c) Call forwarding
- (d) Conference calling
- (e) Push to talk
- (f) Call waiting

A.3.13. The Contractor shall be a participating Apple authorized reseller or Carrier and support the automatic enrollment of Cellular Devices and other applicable Devices through the Apple Business Manager program.

A.3.14. The Contractor shall be required to utilize an ITSM platform of the State's choosing. The ITSM platform will play a critical role as the key communication link between the State and the Contractor. This platform shall be used by the State to send trouble tickets and procurement tickets to the Contractor.

The total length of time required to resolve an ITSM ticket shall be tracked in the State's ITSM platform. The State shall use this information to determine whether tickets are being completed within a timely manner.

The Contractor shall complete all State ITSM ticket requests at no additional charge to the State. There shall be no limit to the number of tickets that the State may initiate for these tasks during the Contract Term.

The Contractor shall be responsible for the procurement and cost associated with all ITSM licenses needed for Contractor employees.

The State reserves the right to change the ITSM platform at any time during the Contract Term, and the State will disclose to the Contractor if and when these changes will occur. In the event the State changes the ITSM platform, the State shall require the Contractor to use the new ticket tracking system, at no cost to the State.

A.3.15. Contractor shall provide, at no cost to the State, Small Cell/Femto Sites as needed.

A.4. Transition Plan

A.4.1. The Contractor shall plan for a full refresh of existing Cellular Devices at no additional labor or service charge to the State.

A.4.2. The Contractor shall provide the State a detailed Transition Plan. At a minimum, the Transition Plan shall cover in detail the below items which shall be in the Contractor's scope of responsibility:

- (a) Swap-out of current State Cellular Devices and other Devices including SIM Cards
- (b) Timeline
- (c) Downtime per Cellular Device/Subscriber
- (d) Possible issues
- (e) Porting
- (f) Delivery
- (g) Scheduling
- (h) Project management
- (i) Service Plan assignment
- (j) Small Cell Sites
- (k) APN
- (l) Coordination with State Agencies and individual users to collect all relevant information needed for each device transition-ordering, setup, programming, number Porting.
- (m) Delivery of Cellular Devices and other Devices shall be as directed by the State. The Contractor shall prepare and submit reports on planned and completed user transitions during the transition period, schedule transitions with individual users in conjunction with the State's authorized employees for trouble-shooting user problems during and after transition of individual users.
- (n) Processing orders for Cellular Devices and other Devices through an ITSM platform of the State's choosing.
- (o) Documenting to an Excel file and making available to the State the following information: user name, agency, Device type, phone number, ship to address, budget code, cost center, IMEI, SIM Cards, if applicable, ESN if applicable, and pin number if applicable, associated with each transitioned device.
- (p) Notify the State regarding each individual transition to provide necessary input for commencement of billing.
- (q) Cellular Device and other Device disposal in accordance with section A.16. STS Security Polies and Requirements
- (r) A minimum of one (1) dedicated fulltime employee onsite at State facilities located in the cities listed in section A.5.4., Monday through Friday from 8 AM though 4:30 PM Central Time, except State holidays.
- (s) A toll-free support phone number with a minimum of one (1) dedicated full-time employee who shall assist the State with Porting phone numbers. This employee shall be available Monday through Friday from 8 AM though 4:30 PM Central Time, except State holidays.
- (t) Automatic enrollment of Cellular Devices and other applicable Devices through the Apple Business Manager program

A.4.3. The State's scope of responsibility shall include:

- (a) Deletion of Apple accounts off current State Cellular Devices and other applicable Devices.
- (b) Provide two (2) on-site full-time State employees in Nashville, TN, Monday through Friday from 8 AM though 4:30 PM Central Time.

A.4.4. The Contractor shall be required to perform transition activations on site in the State of Tennessee at the following locations:

- (a) Chattanooga
- (b) Jackson
- (c) Knoxville
- (d) Memphis
- (e) Nashville
- (f) Tri-Cities (Kingsport, Johnson City, and Bristol)

A.4.5. The approximate maximum numbers of Cellular Devices and Devices that will need to be transitioned are:

- (a) iOS Phones, quantity of 13,101
- (b) Feature Phones, quantity of 2,420
- (c) Android Phones, quantity of 16
- (d) iPads, quantity of 2,300

A.4.6. Within two (2) weeks of the Contract Effective Date, the State shall provide the Contractor with a list of current Cellular Device phone numbers to be Ported. The Contractor shall provide equipment, features, and services required for each replaced Cellular Device and other Devices. The replacement Cellular Device and other Devices shall be delivered in accordance with the Transition Plan.

A.4.7. The transition period for all Cellular Devices and Devices shall commence immediately upon the State's acceptance of the Contractor's Transition Plan and be completed no later than November 1, 2019.

A.5. Contractor's Support Requirements

A.5.1. Contractor shall provide product information and technical assistance, as requested by the State, to ensure the following:

- (a) Operation
- (b) Troubleshooting
- (c) Problem resolution
- (d) Administrative remote technical support - this support shall provide assistance to the State's personnel in dealing with administrative software issues or trouble shooting for all Devices and services.

A.5.2. Contractor shall provide a dedicated account team during normal State business hours to support at a minimum:

- (a) Provisioning; and
- (b) Shipping

A.5.3. Contractor must, upon the Effective Date of the Contract provide a local Nashville, Tennessee telephone number or toll-free telephone number for reporting critical outages after normal business hours. Criticality levels are outlined in section A.9.

A.5.4. Contract support shall be provided to the State 24x7x365, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year, including weekends

and holidays. Contractor shall provide to the State telephone technical support services such as troubleshooting hardware and/or service problems with individuals authorized by State personnel designated as authorized.

A.5.5. Contractor shall manage Enrollment Tier Levels to prevent overage charges. The State requires that the Contractor notify the State when the user is at seventy-five (75%) percent and then again at the ninety (90%) percent level prior to taking any of the actions below. If actual usage on any Device is higher than the Service Plan it is enrolled under, the Contractor shall:

- (a) Notify the State's designated point of contact when the State's government subscribers, on eligible data plans, have exceeded select data usage thresholds.
- (b) The email notification will provide a list of the State's government subscriber lines and/or accounts or profiles that are at risk of exceeding the line's data allowance or the account/profile's aggregated data allowance and details the percent remaining of the data allowance.
- (c) Once a line, share group, or profile has crossed the threshold of 0% remaining data allowance, the email will be sent out daily until the data allowance is increased or a new bill cycle starts and usage resets.
- (d) The State's designated point of contact can work with the Account Management Team to:
 - a. Select the next higher Service Plan and/or;
 - b. Revert the Device back to the original Service Plan for the next billing cycle.

A.6. Replacement Equipment

A.6.1. The State will accept Certified, By Verizon, like new Devices with the remainder of Manufacturers Warranty to apply, or ninety (90) days, whichever is greater.

A.6.2. Delivery. The Contractor shall ship replacement Cellular Devices, meeting or exceeding the specifications of the Device being replaced, and all other products within one (1) business day after receiving the request from the State

A.7. Disposal

A.7.1. At no additional cost to the State, the Contractor must securely dispose of Cellular Devices and other Devices. This applies when:

- (a) Cellular Devices or other Devices become obsolete;
- (b) Cellular Devices or other Devices are returned to the Contractor for replacement; or
- (c) Cellular Devices or other Devices are no longer needed by the State, including any pre-existing Cellular Devices that are on hand at the start of the Contract and no longer needed by the State.

A.7.2. Contractor shall ensure all Devices are purged using the most current NIST 800.88 standards for data wiping prior to disposal.

A.7.3. Contractor will respond to requests, from STS, for pick-up of Devices by sending prepaid shipping materials to the address specified by STS within three (3) business days, in order to establish the pick-up time and location.

A.7.4. Contractor shall provide to STS a Certificate of Destruction/Disposal, within fourteen (14) days, upon completion of any Destruction/Disposal of any Cellular Devices or other Devices. The Certificate shall identify the Cellular Devices by EIN or Phone Number and for other Devices by Model/Serial Number.

A.7.5. The State reserves the right to audit the Certificates and the supporting documentation.

A.8. Software

A.8.1. For devices sold by the Contractor to the State, the Contractor shall maintain the compatibility and adherence to functional requirements and specifications of all software as offered by the manufacturer as the most current version. In addition, all software offered must migrate over time to later, more current manufacturer versions and upgrades. Throughout the Contract Term, the Contractor shall ensure that software upgrades and patches purchased under these specifications shall adhere to this requirement. If the Contractor cannot meet this requirement, they shall at no cost to the State provide replacement Cellular Devices and other Devices.

A.8.2. Technology additions and insertion of software within the original scope of the Contract shall be subject to acceptance by the State. All software (including operating systems) provided on Devices shall be the standard, commercially available software provided by the manufacturer, with no substitutions or additional software (including plugins or enhancements) installed by the Contractor without the prior approval of the State.

A.8.3. Where applicable, the Contractor shall offer to the State desktop synchronization software. This is software installed by the user for synchronization of personal information management data between the user's computer and the Cellular Device and/or other Device.

A.9. Outages

A.9.1. The Contractor will provide the State's named contacts with a minimum two-week advanced notification when practicable of planned network outage or maintenance using Verizon's Network Event Notification (NEN) Program or other agreed upon notification method. The advanced notification must include the geographical area affected, the expected impact to normal service operations, and the expected start and end time of the maintenance, including the time when network services are expected to be returned to normal service operational thresholds.

A.9.2. The Contractor will provide the State's named contacts with notification of an unplanned network event within one (1) hour of the Contractor's confirmation that there is an unplanned disruption of normal service operations and an estimated time to restoration of normal service operational thresholds. The Contractor will provide updates to the State's named contacts every half hour until service is restored.

A.10. Account Numbers

A.10.1. All Porting of numbers, changes to service plans, or service add-ons, new lines or service, or termination of service for all Cellular Device or other Device shall be approved only by State authorized personnel.

The Contractor shall provide a toll-free telephone number and a method to identify State authorized personnel serial identification number, ESN, or SIM changes. These changes shall only be made by authorized State personnel. The Contractor shall provide a toll-free telephone number and password to authorized State personnel.

A.10.2. Only securely identified State authorized personnel shall be able to make any changes able to make changes on any active telephone numbers serviced by the Contractor. Only voicemail changes such as password reset shall be performed by the user calling customer service.

ESN or Subscriber information module changes requested shall be authorized by the State or certain other persons designated as authorized. Passwords must be assigned to these designated personnel with authorization from those listed above. User name and password authentication shall be required for any changes made on any active telephone numbers serviced by the Contractor. These changes shall be performed using secure web portals provided by the Contractor.

A.11. Wireless Priority Service (WPS)

- A.11.1.** The Contractor shall support WPS. The State will notify the Contractor when WPS is required. Eligibility for WPS is determined by the Department of Homeland Security's Office of Emergency Communications (OEC). To take advantage of WPS on the Contractor's network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the OEC to receive this service. Once OEC confirms eligibility, the OEC will then notify Contractor that the official has been approved for WPS and that the service can be added to the user's account.
- A.11.2.** The Contractor shall support WPS for Cellular Device calling. During the Contract Term, the State has the right to require the Contractor to cover WPS Data.
- A.11.3.** The State shall not pay monthly service charges, activation fees, or per minute's usage charges for WPS.

A.12. Business Solutions

- A.12.1.** Due to the emerging technology and infrastructure updates, the State anticipates that throughout the Term of the Contract, the State may request for the Contractor to provide Business Solutions for cellular services. These Business Solutions may include, but not be limited to, the following:
 - (a) Tracking
 - (b) Asset Management
 - (c) Applications
 - (d) Professional Services Automation
 - (e) Fleet Management
 - (f) Remote Monitoring Analytics
 - (g) Access Point
- A.12.2.** Each Business Solution shall provide the following information:
 - (a) Product name
 - (b) Executive summary of the product capabilities
 - (c) Specific applications
 - (d) Any potential impacts on costs and benefits
 - (e) Partners and or subcontractors that would be involved in the implementation, operation and servicing the product

A.13. Catalog Management

- A.13.1.** The Contractor shall provide a Catalog of products and services (ATTACHMENT 3) to include the following categories: (1) Custom Service Plans for Voice, Data and Voice/Data services; (2) Add-on Features such as: 911, International Calling, (3) Accessories, (4) Devices, and International Data; (5) iOS and Android cellular telephones; (6) Business Solutions; and (7) Additional Service Plans, such as Flat Rate Plans, Pooled Plans, and Public Safety Service Plans.

A.13.2. The Catalog shall be in three (3) Parts as follows:

A.13.2.1. Part One (1) shall contain categories delineating those Service Plans and Add-on features that will be available to State Agencies, local governments, and qualified entities (defined in Section E.7. of this Contract) as of the Effective Date of the Contract.

A.13.2.2. Part Two (2) which shall contain Devices, Accessories, Cellular Phones, and International Calling/Data rates that will be available as of the Effective Date of the Contract to the State and Authorized Users as defined in Section E.7 of the Contract.

A.13.2.3. Part three Business Solutions, and Additional Service Plans will be available to those entities defined as "Authorized Users" under Section E.7 of the Contract on the Effective Date.

A.13.3. CPO and STS approvals, through the MOU Process as set forth in Section E.5, shall authorize whether or not a Part Three (3) product or service shall be made available to State Agencies.

A.13.4. The Catalog (ATTACHMENT 3) may be updated, as required, and approved by the State, to remain technologically current.

A.14. Reporting

A.14.1. The Contractor shall provide the State a monthly usage report that covers:

- (a) Usage reports covering minutes used and data used.
- (b) List of accounts that have exceeded the maximum amount of data included in their data plan.

A.14.2. The Contractor shall provide a report to CPO detailing all sales/revenue received from State Agencies, local governmental entities, and other qualified entities. The Contractor shall provide the report, in Excel format, using the State provided template, within fifteen (15) days after the end of each calendar quarter. Due dates are as follows:

<u>PERIOD</u>	<u>DUE DATE</u>
January 1 through March 31	April 1
April 1 through June 30	July 15
July 1 through September 30	October 15
October 1, through December 31	January 15

A.15. STS Security Policies and Requirements

A.15.1. The contractor shall comply with industry recognized, best practice information security policies and standards. The contractor's security policies must be mapped to and align with NIST CSF. Contractor shall ensure all devices are purged using the most current NIST 800.88 standards for data wiping prior to disposal (refer to Section A.7.).

A.16. Access Point Name

A.16.1. The Contractor shall ensure Cellular Devices establish a wireless data connection to the Contractor's Cellular Data network as a member of a specific APN.

The Contractor shall provide options for two (2) APNs, both Private and Public connections, at no additional cost to the State:

- (a) Public APN service will provide an APN that is limited to public Internet access only.
- (b) Private APN service will provide a Private APN distinct from the Public APN
 - (i) Private APN customer traffic will be isolated from all other customer traffic.
 - (ii) Private APN customers will be assigned private addresses within the State's private address space (i.e. 10.x.x.x); the scope and range of IP pools to be designate by the State
 - (iii) Private APN customers will have secured encrypted tunnel(s) terminating in two (2) States Data Centers via IPsec Tunnels.

A.16.2. The Contractor shall allow the State Connection Rights for use with Host Applications. The State shall develop, procure, and/or implement any Host Application at its own expense.

A.17. End of Contract Requirements

A.17.1. At the end of the Contract Term, the Contractor shall unlock all 4G LTE or later Cellular devices and other Devices and allow them to be transitioned to a new Carrier at no cost to the State.

A.17.2. If this Contract is terminated for any reason; the Contractor shall unlock all 4G LTE or later Cellular devices and other Devices and allow them to be transitioned to a new Carrier at no cost to the State.

A.18. Warranty

Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: (a) twelve (12) months after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. During the Warranty Period, any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective. If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

A.19. Inspection and Acceptance

The State shall have the right to inspect all goods provided by Contractor under this Contract. If, upon inspection, the State determines that the goods are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods at no additional cost to the State. If after a period of thirty (30) days following delivery of goods the State does not provide a notice of any Defects, the goods shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1 This Contract shall be effective on November 1, 2019 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

B.3 Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be Fifty Million Dollars (\$50,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2.1. Price Changes. Prices listed in awarded published catalog, price lists or price schedule for Part 2 and Part 3, Business Solutions only shall remain firm for thirty (30) days ("Firm Price Period"). Note that any prices listed in awarded published catalog, price lists or price schedule for Part 1 and Part 3, Additional Service Plans shall be firm in accordance with Section C.2.2.

- a. Price Decreases. After the Firm Price Period, prices may be decreased at Contractor's option.
- b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.
- c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

C.2.2. Compensation Firm. Unless otherwise specified in Contract Section C.2.1, the payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the Pricing set forth in the Catalog, Attachment 3.
- C.4. Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements.** The Contractor(s) shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- a. The Contractor shall comply with the following invoicing requirements:
 - 1) All billing shall be sent to the State electronically through an EDI connection or an SFTP file.
 - 2) Invoice must be received by the last day of the month for the previous billing cycle. The invoice amount may be reduced by five thousand dollars (\$5,000) plus five hundred dollars (\$500) per calendar day late fee may be assessed if the billing is not received on time.
 - 3) The billing cycle shall be as close to the invoice date as possible.
 - 4) Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State's billing services team shall issue written notification of billing acceptance. If the Contractor fails to gain billing services acceptance within ninety (90) calendar days from Effective Date, the State may terminate the contract without penalty. The Contractor shall work with the State on processing the billing file through the State's billing system. If within 90 days a satisfactory resolution to processing the file cannot be reached, the State may cancel the contract without penalty.
 - 5) The Contractor shall provide a single point of contact for all billing issues/inquiries including the name, toll-free telephone number, and email address. The Contractor shall notify the State's billing services team when changes in personnel occur.
 - 6) The Contractor shall establish and document a billing escalation process to resolve any billing issues including discrepancies, errors, omissions, or unrecognized charges.
 - 7) The Contractor shall utilize an ITSM platform of the State's choosing for ordering, order fulfillments, and tracking.
 - 8) The Contractor shall provide the State's billing services team with billed and unbilled call record details within seventy-two (72) calendar hours of the requests. Access to the Contractor's portal with call record detail that can be generated by the State is an acceptable substitute.
 - 9) A standard Contractor invoice file format shall be provided to the State's billing services team, in writing, within thirty (30) days upon award of contract. The State has the right to request modifications to the format if needed. Data elements should include but not be limited to the following:

Billing date

Account Number
Invoice Number
Wireless Number
Wireless Customer Name
Usage Charge
Allowable Taxes
Allowable Surcharges
Minutes Used

10) The Contractor shall ensure all charges that can be associated with a number shall be billed to the number that incurred the charges.

b. The Contractor shall comply with the following invoicing dispute requirements:

- 1) If the Contractor is unable to submit accurate invoice information, the State may refuse payment of the Contractor's invoice or may delay payments without penalty.
- 2) The State shall provide the Contractor with a file listing of any disputed charges by the end of the month in which the invoice was received. The State shall identify each disputed charge and provide a reason that it has been disputed. The State waives the right to dispute any charge not documented within this time period.
- 3) The portion of charges in dispute may be withheld and will not be considered due until the Contractor completes its investigation of the dispute e.g. numbers not associated with the State, taxes. .
- 4) Corrections for disputed charges shall be submitted as new invoices but must retain the original invoice date per record of when the error occurred and be submitted no later than two (2) billing cycles from the date of the initial charge.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

- C.10.** Administrative Fee The Contractor shall pay the State an Administrative Fee of one (1) percent (1.0% or 0.01) in accordance with the Terms and Conditions of the Contract no later than thirty (30) days following the end of each calendar quarter. The State's Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping).

<u>Period End</u>	<u>Admin Fee Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The administrative fee shall be submitted to the following address:
Ron Plumb, Director of Financial Management
Department of General Services
W.R. Snodgrass TN. Tower 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

D. MANDATORY TERMS AND CONDITIONS:

- D.1.** Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2.** Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Richard Kotler, Category Specialist
Department of General Services, Central Procurement Office
3rd Floor, WRS Tennessee Tower
Address: 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Email Address: Richard.Kotler@tn.gov
Telephone Number: 615-253-4723
FAX Number:615-741-0684

The Contractor:

Todd Loccisano, VP – Contract Management
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive, Floor 02

Annapolis Junction, MD 20701
Email: Thomas.Green@verizonwireless.com (Sales)
Telephone # 615.708.9619
FAX # 240.280.368

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3.** Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4.** Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5.** Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6.** Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7.** Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. Assignment of this Contract shall not be unreasonably withheld by the State. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8.** Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of

Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor.** The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident
- D.18. Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide

all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance.** The State and Contractor shall comply with all applicable obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

- D.27. Entire Agreement.** This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1, Attestation; Attachment 2, Sample Letter of Diversity Commitment; and Attachment 3, Catalog of Wireless Services and Products.
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance.** Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) reasonably acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCl"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to include the State as an additional insured as their interest may appear under this Contract on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must include a waiver of subrogation in favor of the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCl (standard

ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI within ten (10) business days of the Effective Date and again within thirty (30) calendar days of renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain substantially the same insurance required of Contractor. At any time, the State may require Contractor to provide a valid COI. The parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing the coverage limits required and proof of funds to reasonably cover such expenses. Upon prior written request and at reasonable times, Verizon will make its policies available for review at a local Verizon office in the presence of a Verizon representative. After completion of the review no copies will be made and all policies will be returned to Verizon Corporate Risk Management Department in Basking Ridge, New Jersey."

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: the insurance coverage requirements and policy limits shown in this Contract. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain limits of one million

b. Dollars (\$1,000,000) per occurrence and \$2,000,000 general aggregate. Workers' Compensation and Employer Liability Insurance

1. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in compliance with the statutory requirements of the state(s) of operation and Employer liability with a limit of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

2. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1. The Contractor shall maintain automobile liability insurance in an amount of \$1,000,000 combined single limit each accident for bodily injury and property damage which shall cover all owned, leased, hired, and non-owned automobiles.

d. Telecommunications, Media, & Technology (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain Telecommunications, Media, & Technology errors & omissions including Network Security and Cyber liability insurance appropriate to the Contractor's profession in an amount of two million dollars (\$2,000,000) claim and in the aggregate, covering the acts, errors, and omissions of contractor in the performance of professional services under this Contract including, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties and data breach response expenses

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion if not provided as part of the Cyber Liability Insurance required by subsection d., above. The policy must not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) per loss.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit

Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confide

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. EULA Terms and Conditions. All software purchases shall be subject to the license agreements attached to this Contract as Attachment 4 ("EULAs"), and as may be amended in writing; however, in the event of a conflict in language between an end user license agreement (EULA) and the State Contract, the language in the State Contract will supersede and control. In addition, any language in a EULA which violates the laws or regulations of the State of Tennessee will be deemed void, and of no force or effect, as applied to the State. The terms and conditions of EULAs may not be changed without a written amendment to this Contract, neither may any EULA be unilaterally altered by posting terms and conditions online.

Additionally, any provision in the EULA containing the following shall be null, void, and unenforceable against the State: (i) any provision requiring the State to indemnify Licensor or any other entity; (ii) any provision regarding confidentiality obligations that are contrary to the Tennessee Public Records Act; (iii) any provision requiring the State to pay taxes or reimburse Licensor for tax payments; (iv) any provision requiring the State to submit to any alternative dispute resolution; (v) any provision allowing collection of attorneys fees or late payments against the State other than as allowed under the Tennessee Prompt Pay Act; (vi) any provision allowing equitable or injunctive relief against the State; and (vii) any provision that may be illegal to include in a contract with the State of Tennessee or to enforce against the State of Tennessee.

E.3. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.4. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.5. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

- (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
- (2) Any pricing related to the new lines, items, or options;
- (3) The expected effective date for the availability of the new lines, items, or options; and
- (4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

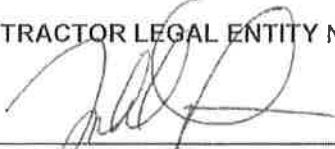
E.6. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor. The foregoing terms do not apply to third-party products or services sold under this contract which shall be subject to commercial terms and conditions as provided by the third-party solution provider.

E.7. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).
These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME: Cellco Partnership d/b/a Verizon Wireless



October 24, 2019

CONTRACTOR SIGNATURE

DATE

Todd Loccisano, VP – Contract Management

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

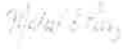
STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES:

Michael F. Perry, Chief Procurement Officer

10/25/2019

NAME & TITLE

DATE



Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief Procurement Officer, ou=Department of
General Services, email=mike.perry@tn.gov, c=US
Date: 2019.10.25 10:36:09 -05'00'

Pro Forma ATTACHMENT 1**(Fill out only by selected Contractor)****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	32110-32711
CONTRACTOR LEGAL ENTITY NAME:	Cellco Partnership d/b/a Verizon Wireless
EDISON SUPPLIER IDENTIFICATION NUMBER	000000382

The Contractor, identified above, does hereby attest, certify, warrant, and assure that Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.


CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind Contractor.

Todd Loccisano, VP – Contract Management**PRINTED NAME AND TITLE OF SIGNATORY****October 24, 2019****DATE OF ATTESTATION**

Pro Forma ATTACHMENT 2

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

_____ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.
2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

Pro Forma ATTACHMENT 3

CATALOG OF WIRELESS SERVICES AND PRODUCTS



Verizon Catalog
Cellular.xlsx

The Respondent is to complete the above Catalog of Services and Products. The completed Catalog will become part of the final Contract. Pricing is subject to negotiations prior to finalization. The Catalog, with proposed pricing, is to be submitted with the response to

RFQ 32110-32711



Exhibit to
Worksheet H.pdf

Pro forma ATTACHMENT 4

**EULA's
NetMotion, IBM MaaS360, GoCanvas, Intrepid Networks, Field Force Manager,
NetworkFleet, and Verizon MDM**



Attachment 4 EULA's
to pro forma 64345.p

VERIZON- Pro Forma ATTACHMENT 3

CATALOG OF SERVICES

CUSTOM SERVICE PLANS, and ADD-ON S,

UOM	MSRP (\$0.000)	Discount % off MSRP	Net Price to State (\$0.0000)	Notes																																								
M/O	\$14.99	0%	\$12.97																																									
<p>1. Custom Cellular Device Service Plan 1 for Feature Phones Description: Unlimited Nationwide Voice and Unlimited SMS Text Messaging, and Picture Messaging. The following shall be included in Cellular Device Service Plan 1 at no additional cost to the State: unlimited voice usage, SMS Text Messaging, unlimited mobile to mobile calling, roaming for domestic calls, monthly access fees, charges for Nationwide long distance calls, and calling line identification, voice mail, call waiting, and call forwarding.</p>																																												
UOM	MSRP (\$0.000)	Discount % off MSRP	Net Price to State (\$0.0000)																																									
M/O	\$14.99	0%	\$12.97																																									
<p>2. Custom Cellular Device Service Plan 2 for Smartphones Description: Unlimited Nationwide Voice, Unlimited SMS Text Messaging, Picture Messaging, and Unlimited Data (Data not throttled). The following shall be included in Cellular Device Service Plan 2 at no additional cost to the State: Unlimited voice usage, Unlimited Data (Data not throttled), SMS Text Messaging, Unlimited Mobile to Mobile Calling, Roaming Charges for Domestic Calls, Monthly Access Fees, charges for Nationwide Long Distance Calls, and Caller ID, Voice Mail, Call Waiting, and Call Forwarding. NOTE: Contractor can not propose a First Responder/Public Safety Plan as an alternative to the above requirements. First Responder/Public Safety needs can be covered in Part 3 of the Catalog.</p>																																												
UOM	MSRP (\$0.000)	Discount % off MSRP	Net Price to State (\$0.0000)																																									
M/O	\$65.00	24%	\$49.40																																									
<p>3. Custom Cellular Device Service Plan 3 for Smartphones Description: Unlimited Nationwide Voice, Unlimited SMS Text Messaging, Picture Messaging, and Unlimited Data. The following shall be included in Cellular Device Service Plan 3 at no additional cost to the State: Unlimited voice usage, Unlimited Data, SMS Text Messaging, Unlimited Mobile to Mobile Calling, Roaming Charges for Domestic Calls, Monthly Access Fees, charges for Nationwide Long Distance Calls, and Caller ID, Voice Mail, Call Waiting, and Call Forwarding. (Bidder to provide the GB of data they will allow before throttling - minimum of 22GB shall be proposed)</p>																																												
UOM	MSRP (\$0.000)	Discount % off MSRP	Net Price to State (\$0.0000)																																									
M/O	\$34.99	0%	\$34.99	Not eligible for additional discounts. \$14.99 Custom Unlimited Basic Phone Plan for the State of Tennessee + \$23 State of Tennessee Custom (Domestic) Smartphone Feature with 3G/4G Broadband/Access Feature, 22GB DTL																																								
<p>8. Device Service Plan 3 - Machine 2 Machine Data</p> <table border="1"> <thead> <tr> <th>UOM</th> <th>MSRP (\$0.000)</th> <th>Discount % off MSRP</th> <th>Net Price to State (\$0.0000)</th> </tr> </thead> <tbody> <tr> <td>M/O</td> <td>\$1.00</td> <td>0%</td> <td>\$1.00</td> </tr> <tr> <td>M/O</td> <td>\$2.00</td> <td>0%</td> <td>\$2.00</td> </tr> <tr> <td>M/O</td> <td>\$3.00</td> <td>0%</td> <td>\$3.00</td> </tr> <tr> <td>M/O</td> <td>\$4.00</td> <td>0%</td> <td>\$4.00</td> </tr> <tr> <td>M/O</td> <td>\$5.00</td> <td>0%</td> <td>\$5.00</td> </tr> <tr> <td>M/O</td> <td>\$8.00</td> <td>0%</td> <td>\$8.00</td> </tr> <tr> <td>M/O</td> <td>\$12.00</td> <td>0%</td> <td>\$12.00</td> </tr> <tr> <td>EA</td> <td>\$1.00</td> <td>0%</td> <td>\$1.00</td> </tr> <tr> <td>EA</td> <td>\$10.00</td> <td>0%</td> <td>\$10.00</td> </tr> </tbody> </table> <p>Applies to 200KB to 500KB Plans. Applies to 25MB-1GB Plans.</p>					UOM	MSRP (\$0.000)	Discount % off MSRP	Net Price to State (\$0.0000)	M/O	\$1.00	0%	\$1.00	M/O	\$2.00	0%	\$2.00	M/O	\$3.00	0%	\$3.00	M/O	\$4.00	0%	\$4.00	M/O	\$5.00	0%	\$5.00	M/O	\$8.00	0%	\$8.00	M/O	\$12.00	0%	\$12.00	EA	\$1.00	0%	\$1.00	EA	\$10.00	0%	\$10.00
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M/O	\$5.00	0%	\$5.00																																									
M/O	\$8.00	0%	\$8.00																																									
M/O	\$12.00	0%	\$12.00																																									
EA	\$1.00	0%	\$1.00																																									
EA	\$10.00	0%	\$10.00																																									
<p>9. Device Service Plan 4 - Data Streaming</p> <table border="1"> <thead> <tr> <th>UOM</th> <th>MSRP (\$0.000)</th> <th>Discount % off MSRP</th> <th>Net Price to State (\$0.0000)</th> </tr> </thead> <tbody> <tr> <td>M/O</td> <td>\$40.00</td> <td>0%</td> <td>\$40.00</td> </tr> <tr> <td>M/O</td> <td>\$80.00</td> <td>0%</td> <td>\$80.00</td> </tr> <tr> <td>M/O</td> <td>\$150.00</td> <td>0%</td> <td>\$150.00</td> </tr> <tr> <td>M/O</td> <td>\$250.00</td> <td>0%</td> <td>\$250.00</td> </tr> <tr> <td>EA</td> <td>\$40.00</td> <td>0%</td> <td>\$40.00</td> </tr> </tbody> </table>					UOM	MSRP (\$0.000)	Discount % off MSRP	Net Price to State (\$0.0000)	M/O	\$40.00	0%	\$40.00	M/O	\$80.00	0%	\$80.00	M/O	\$150.00	0%	\$150.00	M/O	\$250.00	0%	\$250.00	EA	\$40.00	0%	\$40.00																
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M/O	\$80.00	0%	\$80.00																																									
M/O	\$150.00	0%	\$150.00																																									
M/O	\$250.00	0%	\$250.00																																									
EA	\$40.00	0%	\$40.00																																									

UOM	MSRP (\$0.000)	Discount % off MSRP	Net Price to State (\$0.0000)
10. CELLULAR DEVICE SERVICE ADD-ONS			
EA	\$1.99	0%	\$1.99 Domestic 411
MO	\$34.00	0%	\$34.00
MO	\$10.00	0%	\$10.00
MO	\$5.00	0%	\$5.00 Domestic Texting
MO	\$2.00	0%	\$2.00 Domestic PTT
EA	\$0.50	0%	\$0.50 Domestic Picture Text

NOTE (1): If the Respondent proposes that a price is no charge (in Catalog Parts 1, 2, 3), use \$0.0000 to enter in the appropriate column

NOTE (2): Service Plan pricing should NOT include Taxes for which the State is exempt. Invoices appropriate Fees and or Surcharges will be a separate line on the Invoice.

Pro Forme Attachment 3

CATALOG OF SERVICES

(PART 3)

BUSINESS SOLUTIONS

- Training Consultant (Advanced Windows XP with VST and Microsoft)
- Asset Management (IBM Maximo) - Essential Suite
- Applications (Cognos) - Business Edition
- Professional Services Automation - Non-lead Marketing - 700 users
- Project Management (V2V) - Current - 2000 (Quadrant 3) - GPS
- Remote Monitoring Automated Analytics (Current) - 1000 - 3000 users
- Access Point (Cisco) - 1000 - 2000 users

Note: the above list of Business is only an example list and the Respondents are free to augment and substitute other opportunities. Please limit the topics and services to twenty (20) as the Catalog will be updated frequently. Attach detailed descriptions, features and functionality to this Catalog. It is also recognized that Business Solutions pricing may depend on applications, number of users, professional services needed, and other consideration; therefore pricing will be negotiated prior to any implementation.

ADDITIONAL SERVICE PLANS (Priced for Tennessee)
 Contractor may add as many additional Service Plans as deemed necessary

UOM	Quantity (00,000)	Discount % off MSRP	Net Price to State (\$0,000)
Monthly	50	0%	\$37,000
Monthly	100	0%	\$74,000
Monthly	150	0%	\$111,000
Annual	500,000	0%	\$370,000
Monthly	20,000	0%	\$148,000
Monthly	50,000	0%	\$370,000
Monthly	50,000	0%	\$370,000

UOM	Quantity (00,000)	Discount % off MSRP	Net Price to State (\$0,000)
UOM	MSRP (\$0,000)	Discount % off MSRP	Net Price to State (\$0,000)
UOM	MSRP (\$0,000)	Discount % off MSRP	Net Price to State (\$0,000)

UOM	Quantity (00,000)	Discount % off MSRP	Net Price to State (\$0,000)
UOM	MSRP (\$0,000)	Discount % off MSRP	Net Price to State (\$0,000)
UOM	MSRP (\$0,000)	Discount % off MSRP	Net Price to State (\$0,000)

UOM	Quantity (00,000)	Discount % off MSRP	Net Price to State (\$0,000)
UOM	MSRP (\$0,000)	Discount % off MSRP	Net Price to State (\$0,000)
UOM	MSRP (\$0,000)	Discount % off MSRP	Net Price to State (\$0,000)

UOM	Quantity (00,000)	Discount % off MSRP	Net Price to State (\$0,000)
UOM	MSRP (\$0,000)	Discount % off MSRP	Net Price to State (\$0,000)
UOM	MSRP (\$0,000)	Discount % off MSRP	Net Price to State (\$0,000)



City of Chattanooga

Mayor Andy Berke

December 4, 2019

Mr. Brent Messer
Chief Information Officer
Information Technology Department
1100 Market St. Suite 300
Chattanooga, TN 37402

Subject: Requisition 192836 – CDW-G for Computer Technology, Equipment, and Supplies – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to award a new blanket contract as needed for Information Technology Department. This contract will utilize Sourcewell Contract No. 081419-CDW. The contract term will be for Twelve (12) months ending December 2020 with the option to renew for an additional three (3) years matching the Sourcewell maturity date. The estimated annual spend for this contract is \$5,000,000.00.

I recommend awarding blanket contract for Computer Technology, Equipment, and Supplies to CDW-G.

This contract utilizes Sourcewell Contract No. 081419-CDW. A copy of this contract is attached for your review.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/mh
Attachments

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



Solicitation Number: RFP#081419

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.**

1. *Product Warranty:* Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

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

3. *Cloud Warranty:* Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree 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. Sourcewell and its Members further agree 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. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. 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 DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

12. AUDITS

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

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

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

- \$2,000,000

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

Minimum Limits:

- \$2,000,000 per claim or event
- \$2,000,000 – annual aggregate

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

Minimum limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of certificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

24. CANCELLATION

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

25. THIRD PARTY CLOUD SERVICES

"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. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members 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 SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/9/2019 | 5:53 AM CST

CDW Government LLC

DocuSigned by:
By: Robert F. Kirby
7BE3F6B21781400...
Robert F. Kirby
Title: President
Date: 11/21/2019 | 3:07 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42BBF817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: CDW Government LLC
230 N. Milwaukee Ave
Address: Vernon Hills, IL 60061
Contact: John Moss
Email: johnmos@cdw.com
Phone: 312-547-2453
HST#: 36-4230110

Submission Details

Created On: Thursday June 27, 2019 08:11:44
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Transaction #: 3bee9b55-c457-4fdb-b721-f488e24ba2bb
Submitter's IP Address: 165.225.57.75

Specifications**Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillsdale, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p> <p>An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location. For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony.</p> <ul style="list-style-type: none"> - It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products. - It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford. - It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle. - It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works. - It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography. - It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting. - It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding \$2B. <p>From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group:</p> <p>Commitment to Diversity CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs. We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military & Allies Resource Council networks.</p> <p>Community Involvement As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly \$700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than \$8.3 million. Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy.</p> <p>Environmental Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations::</p> <ul style="list-style-type: none"> • Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies. • Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization. • Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications. • Services: <ul style="list-style-type: none"> o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions. o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data. o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business. o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud. o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security. <p>With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions.</p> <p>But at CDW•G we know just offering solutions, services, and products doesn't answer the bill. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver:</p> <ul style="list-style-type: none"> - Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products. - Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio. - Acquiring equipment only from manufacturer-authorized sources. - Selling only equipment that we are authorized to sell. - Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G. - Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased. - Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.
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9	<p>What are your company's expectations in the event of an award?</p>	<p>Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcewell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcewell/NJPA Technology Solutions proposal: \$350,000,000 Actual growth for 2018: \$550,000,000 For the next five years of this contract, we project the following revenue targets under a sole source award: 2020: \$594,930,000 2021: \$624,680,000 2022: \$655,910,000 2023: \$688,710,000 2024: \$723,140,000</p> <p>Here are five big ideas on how CDW•G and Sourcewell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcewell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security.</p> <p>2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcewell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions.</p> <p>3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G & Sourcewell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcewell organization and other valued Sourcewell vendors. As one of the longest-tenured Sourcewell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcewell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcewell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcewell. and in Sourcewell's recent transition from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcewell to achieve the following goals: a. Align Sourcewell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcewell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sheriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.</p>
10	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Sourcewell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcewell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data:</p> <ul style="list-style-type: none"> • Current CDW corporate credit ratings are all stable: <ul style="list-style-type: none"> o Moody's: Baa2 Standard and Poor's: BB+ Moody's Outlook: Positive o S&P Outlook: Stable o Our cash plus revolver availability (open agreements to borrow) is at \$1.2B as of June 30, 2019, demonstrating strong financial credit. • Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR") • CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at \$16.2B We have also uploaded CDW's past three annual reports to provide Sourcewell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at https://investor.cdw.com/

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately \$17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~\$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported \$1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a manufacturer, a distributor/dealer, or a reseller? Please provide your written authorization to act as a distributor/dealer for your sales and service force and with your dealer.	<p>a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place.</p> <p>Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: www.cdwg.com/brands And please visit CDW Canada's website for a list of 1,000 authorized OEMs: www.cdw.ca/brands</p> <p>Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions.</p> <p>Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence.</p> <p>We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position.</p> <p>b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries.</p> <p>Please visit our website for a video on how CDW•G services deliver innovation.</p>

		<p>www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafeteriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract.</p> <p>When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation.</p> <p>For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards:</p> <ul style="list-style-type: none"> - ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers. - ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US. - ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology. - ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). - ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area. <p>HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing.</p> <p>SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council.</p> <p>Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.</p>

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Accessories Power, Cooling & Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers & Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing & Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video & Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS</p>
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Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner.</p> <p>Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019</p> <p>Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019</p> <p>Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women.</p> <p>Best for Vets Employer 2019 Military Times</p> <p>Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019</p> <p>Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality.</p> <p>Top 100 Solution Providers Computer Dealer News (CDN)</p> <p>Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list:</p> <ul style="list-style-type: none"> - 100 Best Places to Work in Chicago - Best Places to Work in Connecticut - Top Companies to Work for in Arizona - Tampa Bay Business Journal Best Places to Work - Dallas Business Journal Best Places to Work - Forbes' America's Best Employers - Military Friendly Employer Award - Business Equality Network LGBTQ Business Equality Excellence Award - Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100 - Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows: - Aruba Top Channel Partner Award - Citrix U.S. Public Sector Partner of the Year - Cisco Collaboration Partner of the Year - Dell President's Circle Award - HP Partner of the Year - HPE North America Network Service Provider (NSP) Partner of the Year Award - HPI largest partner in Direct Reseller Channel - IBM North America Top Strategic Business Partner Leadership Award - Intel North America Public Sector Partner of the Year - Lenovo's largest Global Direct Response Channel Partner - Microsoft Partner of the Year - Nutanix Global Partner of the Year - Sophos National Partner of the Year - VMware Partner Innovation Award
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW-G holds numerous state or cooperative purchasing contracts, including AEP, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at www.cdwg.com/contracts .

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTC A18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: \$142,600,688 2017: \$133,866,901 2016: \$142,939,903
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References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051
City of Chattanooga	Matthew McDarmont	423.643.6339
University of Colorado	Duane Tucker	303.764.3453
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	\$23,575,763
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	\$18,026,658
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	\$17,731,256
Clarksville- Montgo County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	\$17,569,029
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	\$13,029,947

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *

<p>25</p>	<p>Sales force.</p>	<p>As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential.</p> <p>As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G's model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G's sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector:</p> <ul style="list-style-type: none"> - Higher Education: ~200 - K-12 Education: ~350 - Healthcare: ~250 - Federal Government: ~200 - State and Local Government: ~225 <p>Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members' quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell's members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada's head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector:</p> <ul style="list-style-type: none"> - Education: ~20 - Government: ~20 - Healthcare: ~15 <p>All of CDW•G and CDW Canada's salesforce are direct employees.</p> <p>Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G's business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members' CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints.</p>
<p>26</p>	<p>Dealer network or other distribution methods.</p>	<p>CDW•G doesn't use dealers. We resell directly.</p>

<p>27</p>	<p>Service force.</p>	<p>As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI Here's a further services coverage breakdown, by services area and resource type.</p> <ul style="list-style-type: none"> - Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S. - Partner Services network resources across 32 cities in the U.S. - Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S. - Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas. - Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL. - Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of our Partner Network with whom we have collaborative, ongoing relationships. <p>Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69.</p> <p>Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type.</p> <ul style="list-style-type: none"> - Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax. - Aggregation Services and partner hosting center in Toronto
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28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience. If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.</p> <p>As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at customerrelationsreturns@cdw.com, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019.</p> <p>Overall Performance Account Manager – 91% Customer Service Staff – 90% Delivery Process – 91%</p> <p>But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity.</p> <p>CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract.</p> <p>1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members.</p> <p>2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at www.cdwg.com/Sourcewell. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements.</p> <p>3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at www.cdwg.com/Sourcewell.</p> <p>4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth.</p> <p>5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads.</p> <p>6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers.</p> <p>7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page.</p> <p>8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sheriff's Association and CDW•G promotional effort.</p> <p>9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness.</p> <p>10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly</p>

		<p>seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.</p>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.</p>
<p>34</p>	<p>In your view, what is Sourcewell's role in public contracts, Sourcewell- awarded contract into your sales</p>	<p>Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.</p>

35	Are your products or services available through e-procurement system and how government	<p>Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from \$30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment.</p> <p>As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here: www.cdwg.com/Sourcewell</p> <p>Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer.</p> <p>Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk-through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process.</p> <p>As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.</p>
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Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality...there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments.</p> <p>CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre-purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries: https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html</p> <p>For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredion Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members.</p> <p>Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members:</p> <p>VR</p> <p>VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely.</p> <p>CDW Blueprint to Design™</p> <p>We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafeteriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more nearly 800 K-12 and Higher Education institutions sign up for the value-added service</p>

while delivering approximately 450 completed design packages for our customers.

Drones

Sourcwell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.

Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcwell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.

We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcwell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:

- 1,250 customers in a variety of industries
- Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
- Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Green

The following are various other forums in which customers review CDW•G solutions and

- LinkedIn: <https://www.linkedin.com/company/cdw>
- Facebook: <https://www.facebook.com/CDWCorporation/>
- Spiceworks: <http://community.spiceworks.com/pages/CDW>
- Twitter: <https://twitter.com/CDWCorp>
- YouTube: <https://www.youtube.com/user/CDWPeopleWhoGetIT>

<https://www.youtube.com/user/CDWTEchvision>

- Reviews on CDW.com: http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer_-_HowWeDolt_-_Customer+Reviews As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.

For more information, please see our Additional Documentation uploads.

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do 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. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards.</p> <p>Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don't build the buildings we work in. But we do recognize our part in environmental responsibility and that is why our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see "CDW•G Commitment to the Environment 2019" in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G's distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G's distribution centers located in Vernon Hills, IL, and North Las Vegas, NV.</p> <p>Sustainability at CDW Lighting & Energy Management. Our offices and Distribution Centers are outfitted with waste power after hours.</p> <p>Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.</p> <p>Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health.</p> <p>Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of our manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our boxes to maximize the amount of product put into each box.</p>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Sourcewell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcewell members. This allows us to be more objective about what's right for each Member's initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcewell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcewell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware.</p> <p>These are some of the programs we offer Sourcewell members:</p> <ul style="list-style-type: none"> - NEC Program: https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html - Panasonic: http://panasonic.anythingit.com/ - ClearCube: https://www.clearcube.com/upgrade - PlanITROI: https://planitroi.com/

40	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Sourcwell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcwell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two.</p> <p>CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcwell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications:</p> <ul style="list-style-type: none"> - Minority Business Enterprise (MBE) - Women Business Enterprise (WBE) - Lesbian Gay Bisexual Transsexual Business (LGBT) - Veteran Business Enterprise (VBE) - Disability Business (USBLN) - Women Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) - Veteran-Service Disabled Veteran - Small Business <p>HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded \$2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers.</p> <p>CDW•G can offer Sourcwell members partnerships in one of two ways: The Tier I Program</p> <p>CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements.</p> <p>The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched 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 to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly.</p> <p>One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay & Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.</p>
41	<p>What unique attributes does your company, your products, or your services offer to Sourcwell Members? What makes your proposed solutions unique in your industry as it applies to Sourcwell members?</p>	<p>When Sourcwell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcwell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a-half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team</p>

Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components—technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and 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. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over \$200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be experienced with gaming laptops and desktops, gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		<p>created a K-12 specific Education Team made of former educators and experts.</p> <p>Collective Previous Experience</p> <ul style="list-style-type: none"> - Chief Information Officer - Certified Project Management Professional - Google Certified Innovator and Trainers - Google Certified Level 1 & 2 Educators - Google Apps Certified Administrator - Google Apps Certified Deployment Specialist - Teacher of the Year - Instructional Technologist - Learning Environment Advisor - Microsoft Innovative Educator Trainer - Microsoft Expert Educator - Classroom Teacher - District Superintendent - Developmental Reading Specialist <p>Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between \$2,000-4,000.</p>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product & Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more.</p> <p>Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%.</p> <p>Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.</p>

Warranty

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

Line Item	Question	Response *
43	<p>Do your warranties cover all products, parts, and labor?</p>	<p>CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.</p>

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance. Included in our portfolio:</p> <ul style="list-style-type: none"> - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services <p>Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warranted.</p>
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.</p>

48	What are your proposed exchange and return programs and policies?	<p>Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: https://webojects.cdw.com/webojects/docs/PDFs/Return_Policy.pdf For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.</p>
49	Describe any service contract options for the items included in your proposal.	<p>In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following:</p> <ul style="list-style-type: none"> - We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf. - We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution. - We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours). - We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. - We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team. - We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting between NCL and the CDW•G Leasing Team to build out a collective strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at www.cdwg.com; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered.</p> <p>First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled.</p> <p>After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-</p>

		<p>located distribution centers that hold \$220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment.</p> <p>CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour:</p> <p>https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html</p> <p>As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products.</p> <p>For orders using the Sourcwell contract's terms and conditions, the Sourcwell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcwell Member receives invoice detailing Sourcwell contract has been used and this leads into reporting.</p> <p>For managing the contract and providing quarterly sales reports, Sourcwell has a post-award process. Other companies often leave contract management to the outside of the scope of the RFP erroneously being purchased through this contract. The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcwell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcwell to review any details and answer questions, as needed. Sourcwell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards.</p> <p>CDW•G will not be using a dealer network as part of our response.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?	<p>Yes, Sourcwell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.</p>

Pricing and Delivery

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

Line Item	Question	Response *
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<p>54</p>	<p>Describe your pricing model (e.g., line-item discounts or product-categories materials (if applicable) in the document upload section of your response.</p>	<p>To ensure Sourcwell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcwell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at www.cdwg.com. We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcwell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling & Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers & Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing & Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video & Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at www.cdwg.com as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost-savings Sourcwell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcwell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for \$699 and the one bought just yesterday suddenly drops in value from \$399 to \$99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point: Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly. Sales Data Our sales systems show ordering trends by product, indicating slow evaluate our prices. Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis. Competitive Price Analysis Sourcwell can trust that contract pricing is competitive with other large-scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcwell to consider as part of this offer can be found at www.cdwg.com/sourcwell. Additionally, we have provided sales for Sourcwell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information.</p>
<p>55</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>CDW•G: 0% to 13% Discount off Advertised Price CDW Canada: 0% to 7.75% Discount off Advertised Price</p>

56	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcewell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcewell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of- quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcewell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five-hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcewell, who ensure that Sourcewell members receive all program benefits.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcewell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcewell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcewell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcewell members' experience is streamlined and services can begin in a timely manner.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs to serve Sourcewell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never 'lacked on' after purchase.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost \$10 and the 2-day air option costs \$25, then the Member is asked to pay \$15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the 'free ground' consideration.

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck.</p> <p>For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added, All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation, CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments.</p>
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down.</p> <p>As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business.</p>

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

Audit and Administrative Fee

Line Item	Question	Response *
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63	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</p>	<p>With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement.</p> <p>After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership.</p> <p>The next element of CDW•G's compliance process is a defined self-audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at https://www.sourcewell-mn.gov/member-lookup or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech.</p> <p>Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:</p> <ul style="list-style-type: none"> - Customer access to contract - Contract pricing - Contract shipping commitments - Contract fee compliance <p>The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDWG reported \$187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules. Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there.</p> <p>This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options.</p> <p>After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.</p>
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64	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>CDW•G is proposing the same general administrative fee which led to more than \$2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcewell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcewell member needs we propose these fees:</p> <ul style="list-style-type: none"> - Software: 0.25% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.25% - Amazon Web Services: 0.25% <p>To best serve Sourcewell's growth, we propose 1.50% for select product categories in our offer, to best meet Sourcewell member needs:</p> <ul style="list-style-type: none"> - Desktop Computers: 1.00% - Notebook/Mobile Devices: 1.00% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.00% - Amazon Web Services: 0.00% - Microsoft Azure: 0.00% - Apple: 1.00% <p>We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcewell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcewell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcewell because of its unique advantages: member focus, flexibility, and fair administration fees.</p>
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Industry Specific Questions

Line Item	Question	Response *
65	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Sourcewell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following:</p> <ul style="list-style-type: none"> - Customer Utilization ("spend" - breaking down by segment: State & Local Government, K-12 Education, Higher Education, Federal Government) - Technology Category penetration - New members brought into contract - # of opportunities - Customer Satisfaction survey responses - Repeat customers - Customer % that grows <p>As Sourcewell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcewell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.</p>
66	<p>Describe your capability to report Sourcewell member eco-label</p>	<p>For Sourcewell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcewell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcewell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcewell members have further specific requests, such as category breakdowns in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcewell members understand and meet green initiatives. Our sales force will guide Sourcewell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.</p>

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering compelling brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	<p>Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is currently Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship.</p> <ul style="list-style-type: none"> - Apple's Largest Corporate Channel Partner in the US - Apple's only reseller with the designation Premium Corporate Reseller We are an Authorized including mobile device management, carrier activations, and application development. <p>Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW's expertise across multiple technologies.</p> <ul style="list-style-type: none"> - In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. - At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards. <p>Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, a ne exemplary commitment to Dell EMC.</p> <ul style="list-style-type: none"> - CDW is Dell's #1 Partner Worldwide. - CDW is the only channel partner that stocks Dell EMC hardware. - CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner <p>CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert</p>

guidance and support. Lenovo

- Largest Global Partner

CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:

- CSP – Cloud Solution Provider
 - Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:

- Reseller of Microsoft Cloud Solutions
 - Office 365 customers deployed
 - U.S. Partner in Azure
 - Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.

CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:

- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)
 - ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)
 - ~650 Cisco Certified Associates (CCNA/CCDA)
 - ~700 Cisco Certified Sales Experts 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. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.

Dell EMC. We have the following certified Dell-EMC engineers at CDW•G

- ~40 EMC certified technology architects
 - ~10 Dell EMC Enterprise technical pre-sales specialists
 - ~10 Dell EMC client solution specialists
 - ~10 EMC certified cloud architects
 - 1 EMC certified data scientist
 - ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status, CDW has more than 10x the required number with 63 CCIEs in our company.

Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.

- Certification: American Society for Quality - Certified Six Sigma Green Belt
 - Certification: CCIE
 - Certification: CCNP/CCDP
 - Certification: Certified ScrumMaster (CSM)
 - Certification: Cisco Telepresence PM Certification
 - Certification: CISSP
 - Certification: CSM
 - Certification: CSM (Certified Scrum Master)
 - Certification: ITIL Foundation
 - Certification: ITIL Foundation
 - Certification: ITIL Foundation

		<ul style="list-style-type: none"> - Certification: ITIL Foundation, MBA - Certification: ITIL Practitioner - Certification: ITIL Service Operation - Certification: Lean Six Sigma Black Belt - Certification: Master Certificate in Project Management - Certification: Master of Science in Project Management - Certification: MBA - Certification: MCSE - Certification: PMI CAPM - Certification: PMI PgMP - Certification: PMI PMP - Certification: PMI-RMP - Certification: Project + - Certification: Six Sigma Yellow Belt - Certification: Six Sigma Black Belt - Certification: Six Sigma DMAIC Green Belt
70	Summarize your current approach to serving So (not-for-profit) and plans to grow utilization of your	<p>Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as www.EdTechMagazine.com to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront.</p> <p>We intend to continue our sales team segmentation approach to serving Members because it w us closer to the customer, increases understanding of their unique challenges and amplifies our Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself.</p> <p>Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- [WMBE/MBE/SBE or Related Certificates](#) - WMBEMBSBE or Related Certificates_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- [Warranty Information](#) - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- [Pricing](#) - Pricing.zip - Tuesday August 13, 2019 10:00:57
- [Supplemental Pricing Documentation \(if needed\)](#) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- [Additional Document](#) - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Yes No

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

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

**Proposal Evaluation
TECHNOLOGY CATALOG SOLUTIONS
RFP # 081419**



Possible Points	7917805 Canada, Inc/Ederick Associates, Inc.	B & H Foto & Electronics Corp.	CDW Government, LLC	GovConnection, Inc.	Itsavvy, LLC	JSK Company Inc, DBA IK Network Solutions	Microsoft Corporation	Newedge Business, Inc.
Conformance to Terms/ Conditions to Include Documentation	27	37	45	45	39	31	29	40
Pricing	255	290	361	343	315	308	321	321
Financial, Industry and Marketplace Successes	49	56	71	67	56	49	62	60
Bidder's Ability to Sell/ Service Contract Nationally	57	73	92	82	77	50	78	77
Bidder's Marketing Plan	20	35	46	46	40	27	37	42
Value Added Attributes	47	55	71	65	57	42	57	53
Warranty Coverages and Information	39	38	44	42	43	41	44	42
Selection and Variety of Products and Services Offered	111	161	176	175	166	130	134	166
Total Points	605	745	906	865	793	678	762	801
<i>Blank Order</i>	15	10	1	2	7	12	8	6

Possible Points	PC University Distributor's, Inc.	PCMG, INC.	Presidio Networked Solutions Group, LLC	SHI International	SMART IT PROS, INC.	SYNNEK Corporation	Vivacity Tech PBC
Conformance to Terms/ Conditions to Include Documentation	25	42	39	45	28	37	34
Pricing	263	305	281	329	200	313	309
Financial, Industry and Marketplace Successes	47	66	62	68	41	63	51
Bidder's Ability to Sell/ Service Contract Nationally	57	84	83	91	59	80	64
Bidder's Marketing Plan	30	43	40	46	28	41	34
Value Added Attributes	21	64	63	71	47	64	53
Warranty Coverages and Information	36	40	40	43	35	38	42
Selection and Variety of Products and Services Offered	138	167	146	171	112	168	103
Total Points	617	811	754	864	610	804	690
<i>Blank Order</i>	13	4	5	3	2	3	1

Designed by
Chris Robinson, JD, CPSM, Sourcewell

Designed by
Carol Jackson
Carol Jackson, Sourcewell

Designed by
Brandon Town, CPSM, CPSP, Sourcewell

Designed by
Craig West, Sourcewell



**RFP #081419
REQUEST FOR PROPOSALS
for
TECHNOLOGY CATALOG SOLUTIONS**

Proposal Due Date: August 14, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Technology Catalog Solutions to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 14, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 27, 2019
Pre-proposal Conference:	July 18, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 7, 2019, 4:30 p.m., Central Time
Proposal Due Date:	August 14, 2019, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 14, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Technology Catalog Solutions, to include a complete electronic catalog system permitting Sourcewell and Sourcewell Members to make web-based purchases, and receive delivery of:
 - a. Computer hardware, including desktops, laptops, tablets, and related devices;
 - b. Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;
 - c. Peripherals, accessories, components, and options, including printers, scanners, monitors, AV equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;
 - d. Software related to the purchase of the equipment described in subparts a – c above; and,
 - e. Tech support or assessment services related to the purchase of the equipment or software described in subparts a – d above.

The catalog must be designed to populate with the Sourcewell and Sourcewell Member pricing offered by Proposer. To the extent that Proposer has retail store locations, the system must be capable of providing Sourcewell and Sourcewell Member pricing for purchases at Proposer's retail store locations.

The primary focus of this solicitation is on the offering of a technology catalog, but alternate forms of transaction (e.g., PO and invoice transactions) are a permissible ancillary service method.

2. This solicitation should NOT be construed to include "services only", or "consulting only" solutions. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. RFP#020817 Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or services being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$600 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to

INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



6/28/2019

Addendum No. 1

Solicitation Number: RFP#081419

Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The RFP states that the estimated annual value of all transactions from contracts resulting from this solicitation is USD \$600 Million, and that proposers are expected to propose volume pricing. Are you sure that it will be \$600M contract value?

Answer 1:

The RFP anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

The RFP requests the proposer to provide a list of products and solutions in the proposer's catalog. Is there a standard template for sharing the catalog contents?

Answer 2:

The format of the proposal is left to the discretion of the proposer. Each proposer will select its preferred format for communicating its proposed solution for the requested equipment, products, and services, as described in the RFP.

End of Addendum

Acknowledgement of Addendum One (1) to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on June 28, 2019, is required at the time of proposal submittal.



7/15/2019

Addendum No. 2

Solicitation Number: RFP#081419

Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

RFP Question #57 asks us to "Propose a method of facilitating 'sourced' products or related services which may be referred to as 'open market items.'" It was our understanding that the RFP is for a full catalog solution, please clarify this question?

Answer 1:

RFP Question #57 allows each proposer to propose the method of facilitating sourced goods that apply to the solutions that the proposer offers, if any. To the extent that any question is not applicable to a proposer's solutions, the proposer may state that the question is not applicable.

Question 2:

For RFP Question #67, is your expectation that re-sellers provide this information as this is typically something a manufacturer would address?

Answer 2:

RFP Question #67 allows each proposer to describe the proposer's capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products

within proposer's catalog, if any. To the extent that any question is not applicable to a proposer's solutions, the proposer may state that the question is not applicable.

Question 3:

For RFP Question #68, please clarify. Is Sourcewell asking how we would manage this coop in addition to others on which we are currently named?

Answer 3:

RFP Question #68 allows each proposer to describe the proposer's strategy related to the implementation and management of multiple cooperative purchasing contract awards, which may include Sourcewell in the event of an award. To the extent that any question is not applicable to a proposer's solutions, the proposer may state that the question is not applicable.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. 3

Solicitation Number: RFP#081419

Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

It is our assumption that this RFP is seeking a catalog solution to enable Sourcewell to facilitate electronic shopping for its members, however it is not clear if Sourcewell is seeking a list of discounted solutions from which its members may purchase. Can Sourcewell clarify which options it is looking for with responses?

Answer 1:

Sourcewell is seeking proposals for the technology needs of Sourcewell and Sourcewell Members, as identified in RFP Section II. B. 1., subsections a. – d., within a proposer's electronic catalog solution. Please refer to RFP Section II. B. for a complete statement of Sourcewell's Requested Equipment, Products, or Services.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/19/2019

Addendum No. 4

Solicitation Number: RFP#081419

Solicitation Name: Technology Catalog Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is "cost plus" pricing acceptable?

Answer 1:

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. "Cost plus" is not an acceptable method of pricing a proposer's equipment, products, and services. However, "cost plus" is an alternative that a proposer may elect to use, in proposer's discretion, in the identification of costs that are not included in pricing for items such as installation, set up, training, inspection, delivery, etc. Proposals are evaluated based on the criteria stated in the RFP.

This Answer 1 supersedes the answer provided orally during the Pre-Proposal Conference held July 18, 2019.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/19/2019, is required at the time of proposal submittal.



City of Chattanooga

Mayor Andy Berke

December 4, 2019

Lurone Jennings
Administrator
Department of Youth and Family Development
501 West 12th Street
Chattanooga, TN 37402

Subject: PO 552814 Blanket Contract Renewal – Fresh Produce- Youth and Family Development/ Head Start Centers

Dear Mr. Jennings:

Council approval is recommended to extend blanket contract 552814 for Fresh Produce. This will be the first (1st) contract renewal for twelve (12) months with the option to renew for one (1) additional twelve (12) month term. The estimated annual expenditure for this contract is \$263,000.

The bid solicitation was sent to six (6) vendors and one (1) bid was received. Bids are available in the Purchasing Office for your review upon request. A copy of blanket contract 552814 is attached.

I recommend renewal of this contract to T & T Produce Company, P.O. Box 5756 Ft. Oglethorpe, GA 30742, for an additional year, as being in the best interest for the City of Chattanooga.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/js
Attachments

Purchase Order

BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 25579 T & T Produce Co Inc PO Box 5756 Fort Oglethorpe, GA 30742
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PO Date: 01-FEB-19 Buyer: Jaime Shelton FOB: DESTINATION Terms: Immediate	Purchase Order Number 552814 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No: 179419 Ordering Dept: Youth and Family Development Buyer: William Tucker Fax: 423-643-7244 Email: wtucker@chattanooga.gov					
Items Being Purchased: Fresh Produce					
This shall be a twelve-month blanket contract to supply Fresh Produce as needed by agencies of the City of Chattanooga. The contract terms may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may extend the contract by providing written confirmation of agreement by both parties at least 30 days prior to the contract's current expiration date.					
PRICE ESCALATION CLAUSE: All prices under this contract shall remain fixed during each twelve (12) month contract period. If, as a result of a general change in prices or discounts, the contractor has changed prices for all of its customers, then, at the time of contract renewal, the prices under this contract may be adjusted accordingly after acceptance. All price increases must be justified by providing a copy of the prevailing labor wage or material cost increases. The effective date of price changes shall be the date the Purchasing Department approves such changes, or the effective date of such price changes stated by the contractor, whichever date is later.					
Items being purchased are to be delivered to sites listed in attached specifications.					
Delivery Contact: Sherrill Ware, Tel. 423-994-9821 Department of Youth and Family Development 501 West 12th Street Chattanooga, TN 37402 					
Vendor Contact Information:					
Vendor Name: T and T Produce Contact Person: Heather Green Tel.: 706-866-5955 Fax: 706-866-9118 Email: heather@tandtproduce.com Mailing Address: P.O. Box 5756 City, State, Zip: Ft. Oglethorpe GA 30742					

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 25579
	T & T Produce Co Inc PO Box 5756 Fort Oglethorpe, GA 30742

PO Date: 01-FEB-19 Buyer: Jaime Shelton FOB: DESTINATION Terms: Immediate	Purchase Order Number 552814 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Honey Dew Melon Lb.	0.00	Each	\$ 3.2500	\$ 0.00
2	Watermelon N/S Med to Lg	0.00	Each	\$ 7.5000	\$ 0.00
3	Bananas, Fresh (petite Lb.)	0.00	Case	\$ 25.0000	\$ 0.00
4	Bananas, Fresh (petite Lb.)	0.00	Pound	\$ 1.0000	\$ 0.00
5	Cantaloupe Lb.	0.00	Each	\$ 3.2500	\$ 0.00
6	Cabbage Head, Raw	0.00	Each	\$ 2.0000	\$ 0.00
7	Carrots, Raw 25Lb.	0.00	Bag	\$ 19.5000	\$ 0.00

TOTAL: \$.00

incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.



City of Chattanooga

Mayor Andy Berke

December 3, 2019

Mr. Blythe Bailey
Administrator
Transportation Department
1250 Market Street, Suite 3000
Chattanooga, TN 37402

Subject: 192228/305700 – Intersection Loop Replacement – Chattanooga Department Of Transportation/Traffic Operations Division

Dear Mr. Bailey:

Council approval is recommended to issue an annual blanket contract. The proposed contract will cover Intersection Loop Replacements for use by the Traffic Operations Division throughout the City Of Chattanooga. The contract term will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month period. The estimated annual expenditure under this contract is \$54,000.00

The invitation to bid was sent to three (3) vendors as well as formally advertised. Two (2) responses were received as shown below. Copies of the bids are retained on file and available for your review in the Purchasing Office upon request.

<u>Bidder</u>	<u>Bid Amount</u>
NABCO Electric Company, Inc.	\$54,000.00
Stansell Electric Company, Inc.	\$124,350.00

December 3, 2019

Page 2

**Subject: 192228/305700 – Intersection Loop Replacement – Chattanooga Department Of
Transportation/Traffic Operations Division**

**I recommend awarding this contract to NABCO Electric Company, Inc., 2800 2nd Avenue,
Chattanooga, TN 37407, as the lowest and best bid meeting specifications for the City of
Chattanooga.**

Respectfully yours,

A handwritten signature in cursive script that reads "Vickie Haley".

**Vickie Haley
Interim Director of Purchasing**

VH/dp

Attachments

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME:
 25-NOV-19 at 2:00 PM

BID NUMBER: 305700

BUYER:
PHONE #: (423) 643-7230
DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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M City of Chattanooga
A 101 East 11th Street, Suite G13
I Chattanooga, TN 37402
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Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition No : 192228 Ordering Dept : Chattanooga Department Of Transportation Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Intersection Loop Replacement ATTACHMENTS: Drawing - Loop Specifications Instructions To Bidders Iran Divestment Act Form City of Chattanooga Supplier Information Form W-9 Form No Contact/No Advocacy Notice Receipt Affirmative Action Plan City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract For Intersection Loop Replacement. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON November 25, 2019*** NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin. **** NOTE ****					

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME: 25-NOV-19 at 2:00 PM BID NUMBER: 305700
BUYER: PHONE #: (423) 643-7230 DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION: Company Name <u>NABCO Electric Company, Inc.</u> Address <u>2800 2nd Avenue</u> <u>Chattanooga, TN 37407</u> Phone/Toll-Free No <u>423-624-0073</u> Fax No <u>423-624-8585</u> eMail Address <u>rdowney@nabcoelectric.com</u> Contact Person's Name <u>Robby Downey</u> Estimated Delivery <u>w/i 2 working days after notification per location</u> Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____ **** ALL ITEMS MUST BE QUOTED F O B DESTINATION ****					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address

TERMS OF PAYMENT: Net 30
 TELEPHONE NUMBER: 423-624-0073

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein

COMPANY NABCO Electric Company, Inc.
 SIGNATURE *Robby Downey*
 NAME AND TITLE Robby Downey, Project Manager

BID SOLICITATION



City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

BID OPENING DATE AND TIME: 25-NOV-19 at 2:00 PM BID NUMBER: 305700
BUYER: PHONE #: (423) 643-7230 DELIVERY REQUIRED:

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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O** City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Intersection loop replacement at various locations through out the City of Chattanooga	30	Each	1,800.00	54,000.00

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax
 Bids will be received at the above mentioned address

TERMS OF PAYMENT Net 30

TELEPHONE NUMBER 423-624-0073

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein

COMPANY: NABCO Electric Company, Inc.

SIGNATURE: *Robby Downey*

NAME AND TITLE: Robby Downey, Project Manager



City of Chattanooga

Mayor Andy Berke

December 4, 2019

Mr. Blythe Bailey
Administer
Transportation Department
1250 Market Street, Suite 3030
Chattanooga, TN 37402

Subject: P.O. 547618 - Blanket Contract Renewal – Preformed Speed Cushions -
Transportation Department/Traffic Operations Division

Dear Mr. Bailey:

Council approval is recommended to extend blanket contract 547618 for Preformed Speed Cushions for the Transportation Department/Traffic Operations Division. The City of Chattanooga is renewing the second (2nd) and last renewal option for twelve (12) months. The estimated annual expenditure for this contract is \$201,000.00.

The original invitation to bid was sent to six (6) vendors as well as formally advertised. Bids were received from two (2) vendors. Bids are retained on file in the Purchasing Office for your review upon request. A copy of blanket contract 547618 is attached.

I recommend renewing Blanket PO No. 547618 for Preformed Speed Cushions to Traffic Logix Corporation, 3 Harriet Lane, Spring Valley, NY 10977.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/dp
Attachments

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 105976
	Traffic Logix 3 Harriet Lane Spring Valley, NY 10977

PO Date: 21-FEB-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number <h3 style="text-align: center;">547618</h3> INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No.: 164707 Ordering Dept.: Transportation Department Buyer: Dedra Partridge Phone No.: (423) 643-7237 Items Being Purchased: Preformed Speed Cushions This Shall Be A Twelve (12) Month Blanket Contract To Supply Preformed Speed Cushions. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. Vendor Contact: Mark Gregory (518) 744-8568 (cell) (844) 405-6449 (fax) mgregory@trafficlogix.com Vendor Contact: Rebecca LeVally (423) 643-5955 Approved By City Council On February 13, 2018 Contract Term: February 27, 2018 thru February 26, 2019					

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order, (2) City of Chattanooga Purchase Order Standard Terms and Conditions, (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 105976 Traffic Logix 3 Harriet Lane Spring Valley, NY 10977
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PO Date: 21-FEB-18 Buyer: Dedra Partridge FOB: DESTINATION Terms: Immediate	Purchase Order Number 547618 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Preformed Speed Cushions. Please include the cost of shipping in your price.	0.00	Each	\$ 670.0000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

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City of Chattanooga

Mayor Andy Berke

November 6, 2019

Traffic Logix
Attn: Mark Gregory
3 Harriet Lane
Spring Valley, NY 10977

**Subject: Renewal of Blanket Contract 547618 – Preformed Speed Cushions –
Transportation/Traffic Operations Division**

Dear Mr. Gregory:

The City of Chattanooga would like to exercise the final option to renew the above referenced contract for an additional (12) twelve month term at the same contracted prices.

The extended contract date will be February 24, 2021. Please sign below and return by e-mail or fax if you are in agreement with the contract renewal.

As always, we appreciate the quality of service you have provided and look forward to working with you in the future.

Signed: Mark W. Gregory

Dedra Partridge – Buyer
City of Chattanooga/Purchasing
101 East 11th Street City Hall, G 13
Chattanooga, TN 37402

Tele: (423) 643-7237

Fax: (423) 643-7244

dpartridge@chattanooga.gov



City of Chattanooga

Mayor Andy Berke

December 3, 2019

Mr. Justin Holland
Administrator, Public Works Department
City Golf Courses, Parks Division
1250 Market Street, Suite 2100
Chattanooga, TN 37402

**Subject: Renewal of Blanket PO No. 547383 – Golf Carts – City Golf Courses –
Parks Division – Public Works Department**

Dear Mr. Holland:

Council approval is recommended to renew Blanket PO No. 547383 for Golf Carts, City Golf Courses, Parks Division, Public Works Department. The City of Chattanooga is renewing the second (2nd) contract renewal option for twelve (12) months, with two (2) renewal options remaining for an estimated annual amount of \$75,441.60. A copy of the contract is enclosed.

The original invitation to bid was sent to ten (10) vendors as well as formally advertised. Bids were received from three (3) vendors. Bids are retained on file in the Purchasing Office for your review upon request.

I recommend renewing Blanket PO No. 547383 for Golf Carts to E-Z-Go Textron, 1451 Marvin Griffin Road, Augusta, GA 30906.

Respectfully,

Vickie Halley
Interim Director of Purchasing

VH/mlm

Attachments

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 17697 E-Z-GO Textron 1451 Marvin Griffin Road Augusta, GA 30906
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PO Date: 01-FEB-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 547383 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition / Bid No.: 161263 / 304918 Ordering Dept/: City Golf Courses, Public Works/Parks Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Trade-in and sixty (60) month Lease/Purchase of 130 Golf Carts at Brown Acres and Brainerd Golf Courses ATTACHMENTS: City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. This Shall Be A Twelve (12) Month Blanket Contract To Supply 130 New E-Z-GO Golf Cars at a Rate of \$6,286.80 Per Month for the Brainerd and Brown Acres Golf Courses. The Contract Term May Be Renewed For An Additional Four (4) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. *** SEE RESPONSE TO BID NO. 304918 and SPECIFICATIONS *** *** FOR FURTHER CONTRACT TERMS & CONDITIONS ***					

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 17697
	E-Z-GO Textron 1451 Marvin Griffin Road Augusta, GA 30906

PO Date: 01-FEB-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate
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Purchase Order Number 547383
INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.

S H I P T O	

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402

Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Purchase Order issued in accordance with Textron Specialized Vehicles (E-Z-GO) bid received on November 16, 2017 is hereby made part of this contract. City Council approved on January 9, 2018 Contract dates: February 1, 2018 to January 31, 2019 Vendor Contact: Jim Newton Phone No.: 615-613-3386 Fax No.: 706-826-1216 E-mail: jnewton@textron.com					
The undersigned hereby agrees to perform the services in accordance with the terms and conditions as set forth in this Purchase Order, the City of Chattanooga Standard Terms & Conditions, and the bid or quotation. Representative: _____ Agreed to and accepted by: Title: _____ CITY OF CHATTANOOGA, TENNESSEE Date: _____ Name/Title: _____ Department: _____					

***** NOTICE *****

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Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order, and further authorizes payment upon proper certification of receipt of goods and/or services.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 17697
	E-Z-GO Textron 1451 Marvin Griffin Road Augusta, GA 30906

PO Date: 01-FEB-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 547383 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor		Requisition Number		Bid Number	
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
	Change Order 1				
 Contract has been extended an additional twelve (12) months. The new contract performance date is January 31, 2020. City Council approved on January 15, 2019. 1st Renewal				

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

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Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: Vendor Alternate ID: 17697
	E-Z-GO Textron 1451 Marvin Griffin Road Augusta, GA 30906

PO Date: 01-FEB-18 Buyer: Mark McKeel FOB: DESTINATION Terms: Immediate	Purchase Order Number 547383 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
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S H I P T O	
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I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
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Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Year 1; Monthly Lease/Purchase of 130 New Electric Carts at a Rate of \$6,286.80 Per Month	0.00	Month	\$ 6,286.8000	\$ 0.00
2	Year 2; Monthly Lease/Purchase of 130 New Electric Carts at a Rate of \$6,286.80 Per Month	0.00	Month	\$ 6,286.8000	\$ 0.00
3	Year 3; Monthly Lease/Purchase of 130 New Electric Carts at a Rate of \$6,286.80 Per Month	0.00	Month	\$ 6,286.8000	\$ 0.00
4	Year 4; Monthly Lease/Purchase of 130 New Electric Carts at a Rate of \$6,286.80 Per Month	0.00	Month	\$ 6,286.8000	\$ 0.00
5	Year 5; Monthly Lease/Purchase of 130 New Electric Carts at a Rate of \$6,286.80 Per Month	0.00	Month	\$ 6,286.8000	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.