

Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement (ACCS)

Bid #: ACCS-2019-01

Bid Opening Date: February 19, 2019

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



Tab 1: A. Letter of Transmittal



One CDW Way
230 N. Milwaukee Ave
Vernon Hills, IL 60061

P: 847.371.5600
F: 847.465.6800
Toll-Free: 800.808.4239

www.cdwg.com/PeopleWhoGetIT

Alabama Community College System
Joint Purchase Agreement Initiative
135 South Union Street Suite#135
Montgomery, Alabama 36104

Bid Opening Date: February 19, 2019

RE: Bid #: ACCS-2019-01

Dear ACCS Joint Purchase Agreement Members,

The Alabama Community College System (ACCS) in conjunction with other Alabama Higher Education entities is requesting bids from qualified vendors for technology equipment for your ACCS-2019-01 RFB. CDW Government LLC (CDW•G) is proud to be the current vendor on this contract. As such, we understand your unique procurement needs and will continue to assist you to successfully surpass your goals by offering aggressive pricing, excellent customer service, and comprehensive online ordering and reporting options.

An ongoing partnership with CDW•G eliminates the need for ACCS Member Agencies to start from the ground up. As a trusted, well-seasoned vendor to ACCS, CDW•G will eradicate uncertainty for what lies ahead due to our proven growth achievement for this contract.

I, Tara Barbieri, Director, Capture, am personally authorized by CDW•G to contractually obligate the organization and to personally negotiate the contract on behalf of CDW•G. I can be reached via telephone at the following number: (203) 851-7044.

CDW•G acknowledges acceptance of the Conditions Governing the Procurement contained in the RFB, except as noted behind Tab 6 – Appendix, Attachment 2. We acknowledge receipt of all Q & A and amendments to this RFB as applicable.

Our proposal addresses how CDW•G will continue to successfully meet your distinctive procurement needs. This ability to respond to your requirements, as outlined in the RFB, is summarized throughout our response. We look forward to a continuing our long-term, prosperous partnership.

If you require additional clarification in relation to this proposal response, please contact Alexandra Murray, Senior Proposal Specialist, by phone (203.851.7210) or by email (alemurr@cdw.com).

Sincerely,

Tara K. Barbieri
Director, Capture

Tab 2: Appendix E - Evaluation Submission form

Appendix E - Evaluation Submission form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to [JPA- Notification@accs.edu](mailto:JPA-Notification@accs.edu).

Vendor Name: CDW Government LLC Last Updated: 02/19/2019

JPA Website Address: <http://cdwg.com/alpostsecondary>

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Trish Karakash	(847) 371-5819	patrkar@cdw.com
Sr. Account/Sales Manager(s) (by region if necessary)	Mike Long Tyler Davis	(877) 325-0723 (866) 339-4898	mikelon@cdw.com tyledav@cdwg.com
Account/Sales Manager(s) (by region if necessary)	Ominara Caldwell James Scheid Sean Queeney	(877) 529-3095 (866) 684-4532 (877) 898-8452	omincal@cdwg.com jamessecc@cdwg.com seanque@cdwg.com
Technical Support	CDW•G Technical Support Services	800.383.4239	support@cdw.com or online live chat at http://www.cdw.com/content/contact-us/technical-support.aspx

BID INFORMATION INDEX

Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

	Document Name	Page Number(s)
Product and Services Delivery Overview	Section E – Response to General Requirements & Specifications	Tab 5, Pages 23-29
Geographic Coverage	Section E – Response to General Requirements & Specifications	Tab 5, Page 26

Availability of Technical Support	Section E – Response to General Requirements & Specifications	Tab 5, Pages 43
Problem Resolution	Section E – Response to General Requirements & Specifications	Tab 5, Pages 27-29
Customer Satisfaction	Section E – Response to General Requirements & Specifications	Tab 5, Pages 24-26
Value Added Services	Section E – Response to General Requirements & Specifications	Tab 5, Page 27
Reporting	Section E – Response to General Requirements & Specifications	Tab 5, Page 29-30
Electronic Commerce	Section E – Response to General Requirements & Specifications	Tab 5, Pages 30-31
Breadth of Offering	Section E – Response to General Requirements & Specifications	Tab 5, Pages 31-34
Primary Account Representative	Section E – Response to General Requirements & Specifications	Tab 5, Pages 34-36
References	Section E – Response to General Requirements & Specifications	Tab 5, Pages 36-37
Pricing Level and Guarantee	Section E – Response to General Requirements & Specifications	Tab 5, Pages 37-39

Tab 3: Table of Contents

C. Table of Contents

Tab 1: A. Letter of Transmittal.....	2
Tab 2: Appendix E - Evaluation Submission form	4
Appendix E - Evaluation Submission form.....	5
Vendor Contact Information	5
BID INFORMATION INDEX.....	5
Tab 3: C. Table of Contents.....	7
Tab 4: D. Bid Summary (optional).....	9
D. Bid Summary (optional).....	10
Tab 5: E. Response to General Requirements and Specifications	15
E. Response to General Requirements and Specifications	16
SPECIFICATIONS.....	23
Tab 6: Appendix.....	48
Appendix	49
Attachment 1 – CDW ISO 9001	50
Appendix A – Alabama Community College System Institution and Other Participants	52
Appendix B – Example Map	54
Appendix C – Example Quarterly Usage Report.....	56
Appendix D - Vendor Disclosure and Immigration Compliance	61
Attachment 2 - CDW-G Proposed Legal Exceptions and Return Policy	82
Attachment 3 Business Development Hierarchy	88

*The section lettering that follows is based on the Evaluation Form (Appendix E), which referred to the Response to General Requirements and Specifications as "Section E."

Tab 4: D. Bid Summary (optional)

D. Bid Summary (optional)

The Alabama Community College System (ACCS) is partnering with other Alabama Higher Education entities to request bids from technology equipment manufacturers and/or dealers on behalf of the System institutions and other authorized entities.



CDW Government LLC (CDW•G) is pleased to respond to the ACCS Manufacturer Supplied Technology Equipment with Peripherals, Software, Networking, Equipment, Maintenance and Professional Support Services Bid. As a current provider to ACCS, CDW•G understands your unique needs and will continue to successfully manage this contract and offer ACCS members the following benefits:

As a leading academic cooperative providing a common and collaborative voice on issues such as legislation, administrative rules and policies, and ethical oversight, ACCS benefits from working with a partner with proven experience in implementing deployments both large and small. We understand that the right solution for ACCS member schools is one that **freed member schools to concentrate on their primary mission of teaching and learning.**

A partnership with CDW•G provides ACCS with:

- Risk reduction through experienced and knowledgeable asset and project management
- Quick, more efficient deployments than those offered by in-house staff; more time for higher-level projects
- The efficiency of supporting the multiple locations of ACCS and your affiliated member schools

Many vendors overstate their true abilities and commitments in their proposal response, boasting credentials and awards; providing a long list of contracts held; and checking all the "yes" boxes. Sadly, procurement agencies often find their awarded reseller disappears once the ink is dry, falling short of what they consider a true vendor partner. At CDW•G, we hold a lot of awards and contracts too. While we are proud of our accomplishments, it's important that ACCS understands that here at CDW•G we hold more weight in the success stories born from true customer collaboration. **We are committed to working with ACCS to ensure our successes in providing ACCS entities the best procurement vehicle for their unique needs.** A brief solution overview follows:

SOLUTION OVERVIEW The Collaborative Solution ACCS Needs		
CDW•G Supports ACCS Collaboration	ACCS Receives Superior Local Account Support	Intelligent Oversight to Complement ACCS Procurement
<p>CDW•G provides expert consultation to ACCS and member schools. We will work with you to review product roadmaps, evaluate new models and opportunities, and develop strategies for a smooth transition to new systems.</p>  <p>Our proven implementation methodology means CDW•G will provide an unrivaled combination products, services, and support for your IT infrastructure and computer software needs.</p>	<p>ACCS Receives the Support of CDW•G Higher Education CDW•G has a demonstrated commitment to ACCS's IT success and a strong presence in Alabama.</p>  <p>With 200 higher education-dedicated coworkers, and a core ACCS team of 4 account managers, we are committed to building this partnership through daily execution, open communication, regular check in calls and business reviews.</p>	<p>With over 1,000 brands and over 100,000 products, our vendor-neutral portfolio ensures that ACCS can find the hardware and software needed to keep your IT workstations operating efficiently.</p> <p>CDW•G offers ACCS member schools a streamlined procurement process supporting:</p> <ul style="list-style-type: none"> ▪ The efficiency of your e-Commerce needs, ▪ Seamless logistics for procurement, warehousing, installation, delivery, implementation, and billing ▪ Vendor brand neutrality that exceeds ACCS's mission critical objectives

Designated ACCS Key Staff

Each ACCS member has a dedicated account manager (AM) whose goal is to exceed that member's expectations. Each AM is backed by a team consisting of coworkers in customer relations, tech support, presales engineers and more. The AM is the first point of contact and will engage these other resources as needed. The benefit is that each buyer is assigned one primary contact. Our account managers are familiar with each member's specific challenges and needs. They consistently strive to provide our customers Trish Karakash, along with the dedicated sales team, will promote the ACCS contract to members and educate them regarding the benefits of purchasing technology through ACCS.

Trained and Educated Sales Staff

The ACCS sales teams receive in-depth training about positioning of the contract program including pricing, participating entities, and terms and conditions of the contract. The sales team also has access to follow-up training via internal flyers, emails, and our customized internal website, which contains additional marketing materials, important contact information as well as a quick reference for sales coworkers.

Administrative and Sales Reporting

Your program manager, Trish Karakash, will also ensure compliance with the contract and provide comprehensive on-time quarterly reporting that exceeds the requirements contained in the RFB. We have provided sample reports in behind Tab 6 – Appendix C.

Excellent Communication

CDW•G will continue to provide outstanding communication with ACCS members. Each member has a primary account manager assigned and our team will work diligently with you to provide excellent communication and exceed expectations. Satisfied customers are the key to CDW•G's success. We pride ourselves and measure our success by the number of repeat customers, like ACCS, that we service year after year.

Wide Variety of Technology Products

CDW•G is a direct market reseller with excellent working relationships with the major manufacturers in the technology industry. With access to more than 200,000 products from 1,000 different manufacturers, ACCS will continue to have a broad range of products to choose from. Due to our strategically located Distribution Centers, which hold a very large in-stock inventory, CDW•G is sure to have the products that members need.

Vast Product Availability Equals Short Turn-around Time for In-stock Products

Having a huge selection of in-stock, brand-name products in-house means that products can often be shipped out the same day the order is placed. Our two Distribution Centers—a 450,000 square foot Distribution Center located at our headquarters in Vernon Hills, IL and a 513,000 square foot Distribution Center located in North Las Vegas, NV—have the capacity to handle more than 141,000 boxes per day. In addition, our easy access to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround. This physical warehouse model allows CDW•G to provide customized solutions to your members with the quickest turnaround in the industry.



450,000-square-foot distribution center in IL



513,000-square-foot distribution center in NV

Most in-stock routine orders have a 3-5 day turn-around time with ground shipping. CDW•G also offers expedited shipping options should the need arise. Expedited or special freight considerations will incur additional charges and are quoted on a per order basis.

Services Overview

CDW•G offers a range of services designed to simplify and expedite your IT processes and get your staff up and running with the products and solutions that are the best fit for your organization.

Configuration Services

Our Configuration Centers perform the following services:

- Hardware Configuration
- Software Configuration
- Rack Configuration
- BIOS and Firmware Configuration
- Custom Imaging Services
- Broadband Device Activation
- Asset Management
- Laser Etching

Discount Pricing on All Products

CDW•G utilizes our size and financial strength to negotiate on our customers' behalf. Our low-cost pricing structure, efficient distribution methods, ability to purchase products both directly from manufacturers as well as through distributors, helps us to offer highly competitive prices, which benefits the members.

Our pricing is based on a discount off of CDW•G's advertised price which can be found on our website, CDWG.com. We pay close attention to product roadmaps and ensure that products are constantly updated and that ACCS contract pricing is consistent and accurate. Our ongoing partnership with manufacturers secures additional discounts that can be passed on to the ACCS members within the contract.

ACCS's CDW•G Premium Page for Quick Ordering

ACCS and member affiliates' CDW•G e-procurement site located at the following link, www.cdwg.com/alpostsecondary, is designed to make IT purchases easy. Authorized users and administrators currently benefit from this easier and more cost-effective method of ordering, tracking, and managing IT purchases. Administrators will continue to enjoy enhanced product and pricing standardization, purchase approval processes, and asset management.

As you are aware, ACCS's CDW•G e-procurement site is provided free of charge and is available 24 x 7. Members can use it to:

- Connect with your dedicated account manager and team of specialists
- Maintain consistent, contract-compliant pricing
- Create and retrieve quotes and collaborate with your account manager
- Promote IT standards
- Track orders and shipments
- Manage purchases and payments
- Set shipping and billing preferences and manage contact information
- Control access to features and information throughout your organization
- Create custom catalogs
- Consolidate Accounts
- Access enhanced reporting capabilities

Summary

CDW•G values our partnership with ACCS. We are committed to providing a cost competitive solution, excellent customer service and a vast array of discounted products and services for members to choose from. Our established program management team will maintain compliance with the contract and provide on-time quarterly comprehensive reporting.

Choosing the right partner to build your technology services initiative is a major component of the total solution. CDW•G's past performance and experience in meeting the unique requirements of this initiative, as well as our commitment to ACCS to improve processes and meet your changing needs, speaks to our dedication to an ongoing successful partnership.

Tab 5: E. Response to General Requirements and Specifications

Bid #: ACCS-2019-01

ACCS

E. Response to General Requirements and Specifications

3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

CDW•G Response:

CDW•G has included a letter of transmittal in our response. CDW•G acknowledges and complies with all sections, except as noted behind Tab 6 in Attachment 2.

ISO 9001: 2008 Certification

CDW•G became ISO 9001:2008 certified in 2001 and we are currently certified through February 16, 2022. CDW•G is committed to maintaining the highest level of quality service within an environment that fosters continual improvement. Our Quality Manual provides an overview of the quality policies and key requirements for all departments. It is the source of reference for all matters dealing with quality. The Quality Manual is organized along the lines of ISO 9001:2008 certification. CDW is an ISO 9001 certificate holder. We have included our ISO 9001 Certificate in Attachment 1 behind Tab 6 – Appendix.

3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

CDW•G Response:

CDW•G understands and complies.

3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

CDW•G Response:

CDW•G understands and complies.

3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore,

vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

CDW•G Response:

CDW•G understands and complies.

3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

CDW•G Response:

CDW•G understands and will comply should we need to amend our bid.

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

CDW•G Response:

CDW•G understands and will comply should we need to withdraw our bid.

3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

CDW•G Response:

CDW•G understands and complies.

3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

CDW•G Response:

CDW•G understands and complies.

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following:

(1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

CDW•G Response:

CDW•G understands and will comply.

3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

CDW•G Response:

CDW Government LLC ("CDW•G") has proposed alternative language to some of the provisions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement, Request for Bid for Manufacturer Supplied Technology Equipment with Peripherals, Software, Networking, Equipment, Maintenance and Professional Support Services Bid, #ACCS-2019-01 ("RFB"). We deem the following to be "proposed language" and would ask that it be open for negotiation between our parties upon award of this contract.

CDW•G acknowledges and complies with all sections, except as noted in Attachment 2 behind Tab 6 - Appendix.

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-of-law, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama

CDW•G Response:

CDW•G understands and will comply with this provision.

3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

CDW•G Response:

CDW•G understands this provision.

3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provisions in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

CDW•G Response:

CDW Government LLC ("CDW•G") has proposed alternative language to some of the provisions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement, Request for Bid for Manufacturer Supplied Technology Equipment with Peripherals, Software, Networking, Equipment, Maintenance and Professional Support Services Bid, #ACCS-2019-01 ("RFB"). We deem the following to be "proposed language" and would ask that it be open for negotiation between our parties upon award of this contract.

We have responded with alternative language throughout our Section 3 responses as noted, as well as provided a complete list of exceptions in Attachment 2 behind Tab 6 - Appendix.

With regard to third party cloud computing and storage services (the "Cloud Services"), CDW•G acts as a rebiller only. The System acknowledges that the third party cloud services provider, and not CDW•G, is responsible for the performance of the Cloud Services, and that the only warranties offered with respect to the Cloud Services are those of the third party cloud services provider. If the customer wishes to purchase Cloud Services, then the customer may be required to execute a Cloud Service Order form. The terms of the Cloud Service Order form may be negotiated between CDW•G and the customer for each purchase of Cloud Services. The terms and conditions governing any such purchase shall be limited to those contained therein. Notwithstanding section 3.37 or section 3.44 of this RFB, CDW•G shall have no warranty or indemnification obligations with respect to such Cloud Services.

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

CDW•G Response:

CDW•G understands this provision.

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

CDW•G Response:

CDW•G seeks the following additional language: The System shall provide Vendor with written notice and opportunity to address the concerns hereunder.

3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

CDW•G Response:

CDW•G understands and will comply with this provision.

3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to; manufacturer price reductions and special promotional offerings.

CDW•G Response:

CDW•G seeks to clarify and offer the following language: CDW•G will pass the benefit of any manufacturer price reductions during their effective periods on to ACCS members.

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

CDW•G Response:

CDW Government LLC ("CDW•G") has proposed alternative language to some of the provisions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement, Request for Bid for Manufacturer Supplied Technology Equipment with Peripherals, Software, Networking, Equipment, Maintenance and Professional Support Services Bid, #ACCS-2019-01 ("RFB"). We deem the following to be "proposed language"

and would ask that it be open for negotiation between our parties upon award of this contract.

We have responded with alternative language throughout our Section 3 responses as noted, as well as provided a complete list of exceptions in Attachment 2 behind Tab 6 – Appendix

3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

CDW•G Response:

CDW•G understands this provision.

3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

<u>KIND OF INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory – Alabama
Employer's Liability	\$2,000,000 (each employee, each accident)
Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent.

In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

CDW•G Response:

CDW•G seeks the following alternate language:

~~The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor.~~ The vendor shall maintain, during the life of this contract, the following minimum insurance:

<u>KIND OF INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory – Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a ~~thirty (30) day written~~ notice to the System in accordance with policy provisions before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, Vendor shall endeavor to provide thirty (30) days written notice ~~shall be given~~ to the System, or in the event the change is initiated by vendor's insurer, Vendor shall notify the System of such change by the party initiating any revision in accordance with policy provisions.

3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

CDW•G Response:

CDW•G will offer under this agreement only products that are new and unused, unless CDW•G's Premium page lists a "refurbished" or "B-stock" option. Products will ship as packaged by the manufacturer unless a custom install has been performed, by the request of the buyer, in our custom configuration center. All OEM-provided cabling and connectors will be provided where applicable.

SPECIFICATIONS

This section contains specifications and relevant information vendors should use for the preparation of their responses.

Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

3.22 **Product and Services Delivery Overview**

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

CDW•G Response:

Incorporated in 1998, CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state and local government agencies, educational institutions and healthcare facilities. CDW•G focuses on building strong customer relationships with its knowledgeable account managers and technical specialists who provide extensive pre- and post-sales support. These experts lead the industry in public sector customer service and product knowledge and respond to customer needs with a sense of urgency.

CDW•G Company and Capabilities Overview

CDW has grown significantly over the past 33 years. As of 2019, CDW employed approximately 8,500+ coworkers and generated sales of \$15.0 billion. CDW Government, LLC is a wholly owned subsidiary of CDW LLC.

CDW Holdings, LLC is owned by CDW Corporation, which is a publicly traded entity under NASDAQ, ticker symbol "CDW". As the nation's largest direct response provider of multi-brand technology products and services, we hold numerous contracts directly and are honored to perform as a reseller on manufacturer held contracts with state agencies throughout the United States. CDW•G currently manages over 200 government and education contracts.

CDW•G offers more than 200,000 products from well over 1,000 manufacturers including Acer, Adobe, APC, Apple, Cisco, EMC, Fujitsu, HP, IBM, Lenovo, Microsoft, Panasonic, Quantum, Samsung, Sony, Dell, Symantec, ViewSonic and Xerox.

We have two large onsite distribution centers to provide convenient one-stop shopping and quick product turnaround. Our comprehensive online capabilities help to streamline the entire procurement management process and facilitate standardization and compliance.

CDW•G's full spectrum of technology services includes:

- Assessment/Planning/Design
- Configuration Services
- Installation and Deployment
- Product Protection and Support
- Software Licensing Management
- Microsoft Services
- Telecom Carrier Services
- Managed Services

Our world-class strategic solutions and services team has extensive experience and expertise regarding such complex issues as:

- Business Continuity
- Infrastructure Optimization
- Networking
- Security Management
- Unified Communications

Customer Satisfaction and Quality Metrics

Excellence in customer service is a top priority for CDW•G. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high quality customer service.

Customer Relations Incoming Phone Calls

- Many statistics are measured regarding phone calls including:
 - Total calls
 - Abandoned calls (how many customers hang up before receiving service)
 - Average time before call abandons
 - Average time the call was put on hold by the representative (during actual call)
 - Average speed to answer (This is generally less than 30 seconds.)

Return Merchandise Authorizations (RMAs)

RMA quality is measured by speed to respond, daily volume, and statistics related to the reason for each return. We aim to respond to RMA requests within 24 hours. Reasons for return are monitored to make sure processes are reviewed and enhanced when needed. For example, a high volume of returns that were damaged in shipment would lead us to audit the carrier and review product packaging. Quality metrics that are available specific to ACCS include:

- Number of Return Merchandise Authorizations (RMA)
- Invoice to RMA ratio
- \$ amount of returns
- Returns as a % of sales
- Reasons for returns

Customer Service Requests (CSRs)

When we receive CSRs, we measure speed to respond, daily volume, and statistics related to the reason for each issue. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of requests. Customer Relations Supervisors audit 30 cases per Customer Relations Representative per month to ensure quality standards are met and proper training is provided. Quality metrics that are available specific to ACCS include:

- Number of Customer Service Requests (CSRs)
- Invoice to CSR ratio
- Loyal customers are the backbone of our business. CDW understands that loyalty depends on the quality of service provided throughout our company from Purchasing to Customer Relations. We are dedicated to maintaining a very high level of customer service; therefore, we regularly measure customer satisfaction.

Customer Surveys

Since 2000, the Customer Feedback Program has run via our Market Research Team. CDW measures customer satisfaction, thoughts about CDW, 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 CDW's Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and will offer additional action to rectify the problem. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW won the 2010 Forrester Groundswell Award for B2B Listening.

Results for several customer-facing departments:

%Excellent/%Very Good* Ratings			
	2015	June 2016	Jun 2017
Overall Performance Account Manager	92%	92%	91%
Customer Service Staff	87%	87%	88%
Delivery Process	90%	91%	91%

*Scale: Excellent, Very Good, Good, Fair, Poor	
------------------------------------------------	--

In 2016 the Customer Feedback Program began expanding the format of customer feedback. It now has 3 weekly feedback surveys in order to provide different departments real-time feedback: Customer Relations/Service, IT Managed Services and Sales Contact Center (a unique CDW Team that is designed around making calls for partners either inbound or outbound).

Geographic Coverage

CDW•G's corporate headquarters is located at 230 N. Milwaukee Avenue, Vernon Hills, Illinois. CDW has twenty-six U.S. locations and approximately 8,500 co-workers. The manufacturers offered to ACCS by CDW•G have numerous locations in Alabama and the Southeastern states. These coworkers are strategically positioned throughout the United States in order to be aware of local customer needs. They will provide ACCS the complete coverage required, without sacrificing the local presence that is crucial to building a true partnership with ACCS members. While the Distribution Center in North Las Vegas was primarily built to establish greater proximity to our customers on the West Coast, it also serves as a backup for our Vernon Hills Distribution Center, and vice versa. CDW currently has more than 25 locations in major cities across the United States. We also have a large team of field employees working out of virtual offices throughout the country. This business model enables us to provide you with the national coverage of a major reseller, coupled with the local presence and personalized service traditionally associated with smaller regional IT companies. A link to Current List of CDW Company Addresses and Locations can be found below: <http://www.cdw.com/content/about/locations-maps-directions.asp>

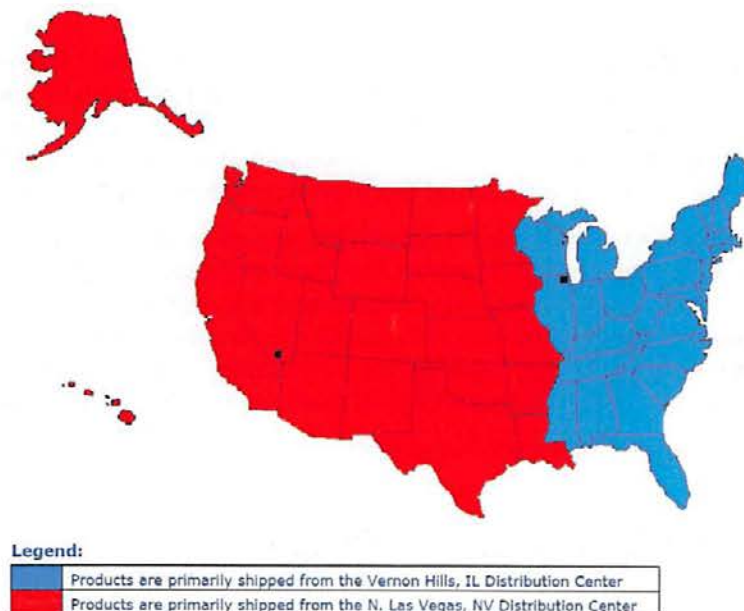


Figure 1 Distribution Center Coverage

CDW has two conveniently located distribution facilities as follows:

- A 450,000-square-foot distribution center in Vernon Hills, IL, primarily serves the eastern United States and
- A 513,000-square-foot distribution center in North Las Vegas, NV, primarily serves the western United States

Each distribution center receives approximately \$21M of inventory per day and is equipped with a Mantissa tilt tray conveyor and sorter system, with the capacity to process 310,000 units and up to 54,000 boxes per day combined.

CDW•G Services Overview

In addition to meeting your product needs, CDW•G can assist you with onsite services and ongoing support. Due to our partnerships with services and manufacturer partners, we can ship products and provide services nationwide. CDW•G's Installation Services include the following:

- **Assessment, Planning, and Design** - Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.
- **Client Computing Installation** - Our installation services can help take the burden off your busy IT staff. We can help install and deploy new desktops, notebooks, and printers quickly and easily. We also assist with uninstalling and moving of existing equipment, configuration services, and advanced IT support (if needed) to ensure a custom solution that fits your environment.
- **Data Center Installation** - We can help you optimize your data center with implementation services around your server, storage, power, and cooling technologies.
- **Network Installation** - Whether it be WAN or LAN, wired or wireless, we are ready to help you implement new network technology smoothly and efficiently.
- **Security Installation** - In addition to offering a comprehensive security assessment, our security specialists can help ensure that your security solution is properly designed and implemented.
- **Microsoft Configuration and Installation** - Expedite the implementation of your Microsoft technology with expert configuration and installation services. Our Microsoft-certified specialists have the knowledge and expertise to design and deploy your technology quickly and efficiently.
- **Microsoft Accelerators** - Our Microsoft experts can assist you with implementation of a predefined, relatively narrow set of features of new Microsoft technology to a targeted set of users and/or systems. The intent is to validate the Microsoft technology and the requirement processes before full implementation.
- **Visual Solutions Installation** - Need to update a classroom or conference room with projectors, automated control systems, or interactive whiteboards? We offer manufacturer-certified specialists who can perform site-specific installation at your organization or institution.

For more information on CDW services, please see: [CDW.com/cdwservices](https://www.cdw.com/cdwservices)

Problem Resolution

ACCS may contact CDW•G's Customer Relations department if there is a problem with your order. Issues are managed by our Customer Relations Department as outlined in the steps below.

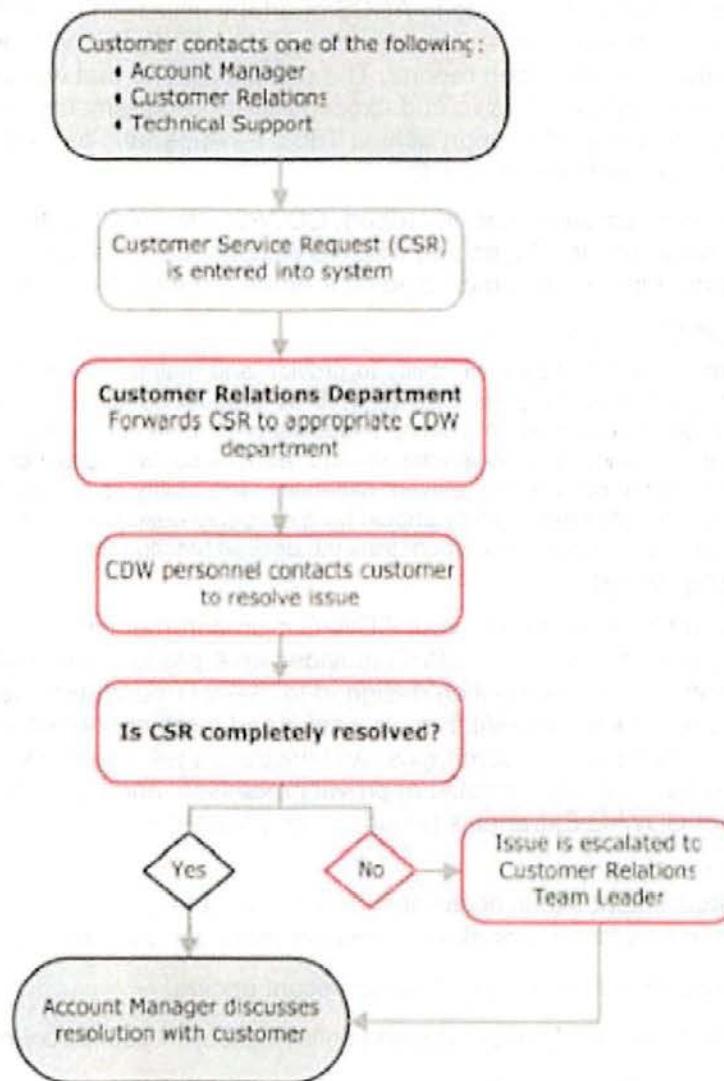
- ACCS contacts CDW•G's Customer Relations department at 866.SVC.4CDW or via e-mail: CustomerRelations@web.cdw.com.
- A case is entered into the system.
- The case is automatically assigned to a Customer Relations representative, matching case type to skill sets.
- The Customer Relations representative reviews the case and contacts the appropriate CDW•G departments to resolve the issue(s).
- Once the case is resolved, the designated CDW•G coworker contacts ACCS to notify the customer regarding the resolution.

CDW•G strives to resolve all cases within 24 hours. However, because problems involving the carriers usually take 3-5 days, the average problem resolution is approximately 3.0 days, dependent on case type.

*For Damage issues, please note on BOL that shipment is damaged (if refusing shipment). Please keep all packaging including box and take pictures if customer received in damaged item.

We have included a Customer Relations Problem Resolution Flowchart below.

Customer Relations Problem Resolution Flowchart

3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the

contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

CDW•G Response:

CDW•G will continue to provide to ACCS quarterly utilization reports based upon the schedule and minimum content as described in the RFB. We will continue to provide ACCS administrators with utilization reports. The sample reports that we currently provide to ACCS are much more comprehensive and exceed ACCS' requirements. We have included a sample cross-section of a report behind Tab 6 — Appendix, as well as a full sample report on CD with our electronic response.

In addition to a standard quarterly report, CDW•G offers ACCS the reporting abilities of our customizable Premium Pages and CDW•G Account Centers. Custom fields make it easy to track important information regarding your entire organization's purchasing activity.

3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

CDW•G Response:

ACCS currently has access to your CDW•G e-procurement website found at: cdwg.com/alpostsecondary. CDW•G provides an e-procurement feature which is a suite of website features and information designed to make IT purchases easy. Authorized users and administrators will benefit from an easier and more cost-effective method of ordering, tracking and managing IT purchases. Administrators will benefit from enhanced product and pricing standardization, purchase approval processes, and asset management. As you are aware, your CDW•G Extranet is provided free of charge.

Standard features

Your e-procurement site is accessible 24 x 7. Use it to:

- Connect with your dedicated account manager and team of specialists.
- Maintain consistent, contract-compliant pricing.
- Create and retrieve quotes and collaborate with your account manager.
- Promote IT standards.
- Track orders and shipments.
- Manage purchases and payments.
- Set shipping and billing preferences and manage contact information.
- Control access to features and information throughout your organization

Online approval system

Activate the Purchase Authorization System (PAS) and Custom Catalogs options to save time. PAS streamlines purchasing using rules-based approvals and workflows. Custom Catalogs define the products which may be purchased.

Consolidate accounts

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

Reporting Capabilities

We have been a pioneer in tapping the power of the web and we continue to build enhancements based on customer feedback. CDW•G's dynamic reporting capabilities, including our pivot table feature, incorporate leading edge technology that enables Premier to better manage data and information and to make more cost-effective decisions.

Personalized Setup and Support

CDW•G will set up an e-procurement site for Premier so authorized users can place orders and track the status of orders at any time. Your dedicated account manager will arrange a demonstration to make sure that users are familiar with its functions and benefits. Your account manager's will also make sure that your laptop, desktop and server part numbers are loaded into our system with accurate pricing.

3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Software
- Professional Services
- Other

CDW•G Response:

CDW•G understands and complies. We are a principal source of technology products in all of the categories listed above and more. The offer contains products from all of the manufacturers carried by CDW•G.

Here is a listing of some of our top manufacturers:

- | | | |
|----------|-------------------|-------------|
| • Acer | • Cisco | • Lenovo |
| • APC | • Hewlett-Packard | • Microsoft |
| • Belkin | • VMware | • Samsung |
| • Xerox | • Canon | • Kingston |

- | | | |
|--------------|-------------|-----------|
| • Extreme | • ViewSonic | • Lexmark |
| • Symantec | • Fujitsu | • Intel |
| • Planar | • Epson | • Xerox |
| • Tripp Lite | • IBM | • McAfee |
| • Adobe | • Brother | • Dell |
| • Toshiba | • NetApp | |

For a full listing of our manufacturers, please see our website: cdwg.com/alpostsecondary.

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers

Printers

Monitors

Storage

Networking Equipment

Audio and Video Conferencing Equipment

Multimedia Hardware

VOIP/Unified Communications Solutions

Video Surveillance Solutions

Key and Access Control Equipment

Software

Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

CDW•G Response:

CDW•G understands and complies. We are a principal source of technology products in all of the categories listed above and more. For a complete list of the models and variations in the categories available to ACCS and the participating entities, please refer to cdwg.com/alpostsecondary.

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).

Servers

Networking Equipment

Audio and Video Conferencing Equipment

VOIP/Unified Communications Solutions

Key and Access Control Equipment

Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

CDW•G Response:

CDW•G understands and complies. We are a principal source of technology products in all of the categories listed above and more. For a complete list of the models and variations in the categories available to ACCS and the participating entities, please refer to cdwg.com/alpostsecondary.

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
- Servers
- Networking Equipment
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

CDW•G Response:

CDW•G understands and complies. We are a principal source of technology products in all of the categories listed above and more. For a complete list of the models and variations in the categories available to ACCS and the participating entities, please refer to cdwg.com/alpostsecondary.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers Printers Monitors Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

CDW•G Response:

CDW•G understands and complies. We have the resources and commitment to deliver complete IT solutions in addition to hardware products. CDW•G offers a full spectrum of services that will help increase productivity and facilitate total lifecycle management.

Configuration services

Our onsite configuration centers provide a complete spectrum of services including hardware installation and configuration, software installation and configuration, customized imaging, asset tagging, network hardware configuration and enterprise level configuration of high-end products.

Onsite technology services

We understand that IT departments are stretched thin and we have expanded our capabilities to help you meet these challenges. CDW•G is partnered with the nation's leading manufacturers and local, regional and national service providers to offer a comprehensive slate of customized onsite technology services including hardware and software configuration, installation and deployment, maintenance agreements and staff augmentation.

Advanced technology solutions

CDW•G's highly trained Advanced Technology Solution Specialists, work with ACCS to develop and implement extensive solutions. We offer complex advanced technology solutions regarding network infrastructure and unified communications, systems and storage, security, productivity applications and managed services. Our advanced technology Solution Specialists have highly specialized training in Cisco, IBM and Microsoft platforms.

For a complete list of services available to ACCS, and your participating entities, please refer to cdwg.com/alpostsecondary or contact your dedicated CDW•G account manager.

3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

CDW•G Response:

Strategic Account Support for ACCS

We know ACCS recognizes your purchasers need and deserve a vendor that has the resources and interest to help navigate the options, finding the best available solution for their unique needs. What makes CDW•G different is that we have the resources, the tools, and the drive to keep our commitments throughout the contract duration. We give your eligible entities more than one general inbox for their concerns, we give them attentive contacts who are poised to assist with any request, big or small.

A Local Team that Understands ACCS Member School's Needs

CDW•G and ACCS have worked together since 2004 and we already have a dedicated Account Team for ACCS in place. Your Account Team supports your daily procurement and IT needs so that your staff can concentrate on more critical projects. ACCS member schools have a dedicated higher education account team always available to support your needs and ensure that each entity is satisfied with each purchase and resolution. CDW•G is proud to be an Illinois-based organization, meaning that each member of your team is a full-time employee who is conveniently **located in Illinois**. They are backed by CDW•G's large groups of Technology Specialists, Solution Architect, Pre-Sales Engineers, and on-site OEM Representatives, all of whom provide valuable guidance and support. **This account team has an average tenure of 9 years with CDW•G**, and is dedicated to ensuring you receive the comprehensive and personalized support you require and deserve.

A brief description of ACCS's core CDW•G sales team can be found below.

Higher Education Account Management Team

Account Managers Tyler Davis (16 years with CDW•G) and James Scheid (4 years), alongside Account Representative Ominara Caldwell (3 years) and Executive Account Manager Sean Queeney (12 years), are located in Illinois and are highly trained to address your questions and concerns. They serve as your primary points of contact and have completed intensive training programs that focus on sales consulting, product training, operational systems, and customer service. Additionally, they attend ongoing trainings to ensure they stay up-to-date on the latest technologies in the industry. They are available for onsite business meetings as needed to provide project development, technical expertise, road mapping, and business reviews.



Lincolnshire
LS
75 Tri-State International
Lincolnshire, IL 60069
Phone: 847.465.6000



Chicago
Riverside
CDW Plaza 120 S. Riverside
Chicago, IL 60606
Phone: 312.705.9700



Vernon Hills
Vernon Hills
200 N. Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847.465.6000

Stephanie Christensen, Business Development Strategist

Your Business Development Strategist, Stephanie Christensen is an additional resource that is dedicated to working with the ACCS's account with a focus on contract management and eProcurement. She supports the ACCS team and works jointly with your account team to provide comprehensive solutions and outstanding support. She has been with CDW•G for 10 years. Stephanie can be reached via email or telephone at: 877-846-3306 or steplay@cdw.com. For your reference, we have included a helpful graphic of education-focused resources supporting your account team located behind Tab 6 - Appendix in Attachment 3.

Mike Long, Sales Manager

Your sales manager, Mike Long will work with your account team to develop strategies that will best serve ACCS for long term success. Mike has been with CDW•G for 13 years, and leads a team of account managers, providing comprehensive solutions and outstanding sales support. He visits customer sites for business planning and discussions of future projects, as needed. He assists Tyler and team with any needed expedited orders and problem remediation. Mike can be reached via email or telephone at: 877-325-0723 or mikelon@cdw.com. He is based out of Chicago, IL.

Nicci Fagan, Director, Area Sales

Sales Director Nicci Fagan, serves as the sponsor of ACCS's account. Nicci brings 17 years of IT sales experience to your organization. In her current role, Nicci is responsible for providing strategic direction for sales groups that oversee the business of CDW•G's higher education customers. Her duties include growing executive relationships with key partners and customers and overseeing the ongoing development and training of the Sales Managers. Nicci is committed to the success of the CDW•G-ACCS partnership. She will leverage both her internal and external relationships whenever possible to ensure that we

continually meet the needs of your organization. Nicci can be reached via email or telephone at: 866-259-1463 or nicci.fagan@cdwg.com. She is based out of Chicago, IL.

Trish Karakash, Program Manager

One responsibility you won't find our account managers performing day-to-day is contract compliance. Why? We have specialized program managers who handle all aspects of contract compliance, allowing our account managers to focus on our customers' IT solution needs. The program manager sets up contract pricing in ACCS's Premium Page, provides on time reporting and administrative fee payments to ACCS, handles Account Center and Premium Page issues, and provides compliance updates. **Trish Karakash**, ACCS's dedicated program manager, brings 4 years of CDW•G experience to the management of your contract and will manage the contract agreement between ACCS and CDW•G. She is based out of Chicago, Illinois and can be reached via telephone or email at: 847-371-5819 or patrkar@cdw.com



ACCS will also have access to a team of Service Specialists, Customer Service and Technical Support personnel. A marketing manager can be discussed pending further clarification from ACCS. Your Account Team will assist you with purchases and offer support every step of the way.

3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

CDW•G Response:

Lawson State Community College	
Contact Name	James Mankowich
Email	jmankowich@lawsonstate.edu

Lawson State Community College	
Phone	205-929-3498
Address	3060 Wilson Rd SW, Birmingham, AL 35221
Description of Products/Services Provided	Software, Networking, Servers, Switching, Storage, Security

Wallace State Community College	
Contact Name	Kirk Nugent
Email	kirk.nugent@wallacestate.edu
Phone	256-352-8187
Address	801 Main St NW, Hanceville, AL 35077
Description of Products/Services Provided	Software, Networking, Servers, Switching, Storage, Video Conferencing

Snead State Community College	
Contact Name	Randy Maltbie
Email	randy.maltbie@snead.edu
Phone	256-840-4112
Address	100 Elizabeth St, Boaz, AL 35957
Description of Products/Services Provided	Software, Security, Networking, A/V

3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

Firm Price – Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

CDW•G Response:

For this response CDW•G is offering pricing based on discounts off our advertised price found on cdwg.com/alpostsecondary by subcategories, with special pricing by manufacturer within subcategories. CDW•G agrees to extend applicable promotions and discounts to ACCS members. An overview of the pricing is listed below.

The contract will consist of our entire catalog of over 200,000 items and the price matrix shown below will apply. Shipments are F.O.B. Destination and freight is included for orders over \$50 using the lowest cost ground freight. For orders requiring expedited freight, charges will apply.

The pricing offer on the next page contains products from the all of the manufacturers carried by CDW•G.

Category/ Class/ Group	Category Description	Discount from CDW-G Advertised Price
A	Accessories	3.00%
A\HE	Headphones & Speakers	3.00%
A\IA	Phone Accessories	3.00%
A\KB	Keyboards/Keypads	3.00%
A\MT	Mice and Trackballs	3.00%
B	Power, Cooling, & Racks	1.00%
C	Desktop Computers	1.00%
C\CE	Computer Cases	1.00%
C\PC	Desktop Memory Upgrades	2.00%
D	Data Storage/Drives	2.00%
D\FL	Flash Memory	2.00%
D\TN	Consumer SSD	2.00%
E	Enterprise Storage	2.00%
E\DY\CME	Drive Arrays/ Cache Memory	2.00%
F	Point of Sale/Data Capture	3.00%
H	Servers & Server Management	2.00%
H\EC\MOB	Server Accessories\Motherboards	2.00%
H\MC	Server Accessories\CPUs/Fans	2.00%
H\SQ	Server Memory Upgrades	2.00%
L	Notebook/Mobile Devices	1.00%

L\LM	PowerBook Memory Modules	2.00%
N	NetComm Products	3.00%
N\NT	Network Memory Device	2.00%
O	Carts & Office Equipment	1.00%
P	Printing & Document Scanning	1.00%
P\PM	Printer Memory Upgrades	2.00%
Q	Services (Partner Delivered)	3.00%
S	Software	1.00%
T	Collaboration Hardware	3.00%
V	Video-Projection-Pro Audio	3.00%
V\MI	Professional Audio	3.00%
W	Cables	5.00%

Seller will provide Customer with a discount as a percentage off of Seller's advertised price for the product categories listed above provided that Customer. Seller's advertised price is available on Seller's web site at cdwg.com.

Free ground freight shipping option on all orders over \$50.00 when referencing this Agreement. Any expedited shipping will be paid for by the customer. Prices include lowest ground freight within the 48 contiguous United States.

3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

CDW•G Response:

CDW•G understands and will comply with this provision.

3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or

made available via a website.

CDW•G Response:

CDW•G is including our entire catalog of products which can be accessed at our website at: cdwg.com/alpostsecondary.

3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

CDW•G Response:

CDW•G understands and will comply with this provision.

3.32 Title Passage

Title to equipment shall pass to the procuring entity upon acceptance of equipment.

CDW•G Response:

CDW•G seeks to clarify and offer the following language: Title shall pass F.O.B. Destination as provided in Section 3.36 (Shipment and Risk of Loss).

3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

CDW•G Response:

CDW•G understands this provision.

3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and conditions of this RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order
- D. vendor's response

CDW•G Response:

CDW•G seeks the following alternate language: If the customer wishes to purchase Cloud Services, the customer will first execute a Cloud Service Order form, a sample of which is attached to Attachment 2 of Section F – Appendix, which shall provide the exclusive terms governing such purchase. The terms of the Cloud Service Order form may be negotiated between CDW•G and the customer for each purchase of Cloud Services. For all other purchases, the following order of precedence shall apply: A. the terms and conditions of this RFB, *as modified in Vendor's response and mutually agreed upon by the parties*

- B. exhibits to this agreement, *as modified in Vendor's response and mutually agreed upon by the parties*
- C. the list of products and services contained in the purchase order;
- D. vendor's response

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

C. Invoices

Invoices shall be submitted to the procuring entity.

CDW•G Response:

CDW•G seeks to clarify and offer the following language to subsection A, Acceptance:

All returns of Product are subject to CDW•G's Return Policy attached to the Legal Clarifications document in Attachment 2 of behind Tab 6 – Appendix

CDW•G seeks to clarify and offer the following language to subsection B, Payment of Invoice:

If the procuring entity requires any special invoice provisions, compliances, or notarizations, these must be presented to CDW•G at the time the order is placed.

3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly

attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

CDW•G Response:

CDW•G seeks the following alternate language in the first paragraph:

Vendor must ship all products F.O.B. destination (prepaid and added) regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

CDW•G Response:

CDW•G seeks to clarify and offer the following language:

The System acknowledges that CDW•G is neither the manufacturer of any Products nor the provider of Third Party Services (services other than Services provided by Vendor or its Subcontractor, including, but not limited to, extended warranty service by manufacturers), that are sold by Vendor as a distributor or sales agent and offers no warranty or indemnity obligations on any items beyond the manufacturer's or third party's, to the extent assignable. EXCEPT AS PROVIDED HEREIN, CDW•G MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS OR THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES NOR EXCEED THE AMOUNT OF FEES PAID BY THE SYSTEM FOR THE SPECIFIC PRODUCTS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

CDW•G Response:

CDW•G seeks to clarify and offer the following language:

ACCS members shall pay the lower of the prices contained in the ESS or an announced promotion price, if the procuring entity is eligible for such announced promotion price,

educational discount price and if the procuring entity is eligible for such educational discount price, general price reduction or large order negotiated price specifically negotiated between the procuring entity and CDW•G for a specific transaction. Only general price reduction decreases will apply to all subsequent orders accepted by CDW•G after the date of the issuance of the revised prices and ***only while such general price reductions are in effect***. CDW•G agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Additional discounts may be offered during the contract term from time to time, should our manufacturer partners provide CDW•G steeper discounts through price reductions and promotional offers. If so, CDW•G will pass along those discounts to ACCS members.

3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

CDW•G Response:

CDW•G offers toll free customer service. ACCS members can contact customer relations, technical support and site support via phone, e-mail and online chat from Monday through Friday during the following hours.

Customer Relations:

- Phone and email M-F from 7am to 9pm CT
- Online chat M-F from 7am to 6pm CT

Technical Support:

- Phone and email M-F from 7am to 7 pm CT
- Online chat M-F 7am to 6pm CT

Site Support:

- Phone and email M-Th from 7am to 7pm CT and Friday 7am to 6 pm
- Online chat M-F from 7am to 6pm CT

3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

CDW•G Response:

CDW•G seeks to clarify and offer the following additional language: All orders are subject to product availability.

3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

CDW•G Response:

CDW•G understands this provision

3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

CDW•G Response:

CDW•G seeks the following additional language: The procuring agency may only audit one (1) time each twelve (12) month period during the records' retention period.

3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

CDW•G Response:

CDW•G understands and will comply with this provision. CDW•G has a qualified pool of subcontractors and vendor partners that we utilize for services. Once it is determined that an ACCS member needs services CDW•G will notify the ACCS member of the subcontractor chosen to perform the services that best suits the member's needs.

3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

CDW•G Response: CDW•G seeks to clarify and offer the following language: The Vendor shall indemnify and hold harmless the System from any loss, costs, or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is arising from any negligent or willfully wrongful acts or omissions of Vendor's employees, agents, representatives, subcontractors, and/or subcontractors is based on defects in products provided to the system [...] Please refer to our response to Section 3.37 (Warranties).

3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

CDW•G Response:

CDW•G understands and complies. Since CDW•G and ACCS currently have a working relationship, your CDW•G Premium Page has already been developed and implemented. As a result, there are no new steps or platforms necessary to complete the process. All web capabilities and tools are already available for ACCS to use, including discounted pricing levels and account history.

3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

CDW•G Response:

CDW•G warrants, to the best of our knowledge.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

CDW•G Response:

CDW•G will work with our manufacturer partners regarding replacement parts and notify ACCS should this replacement parts be available.

3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

CDW•G Response:

Please refer to our response to Section 3.37 (Warranties)

3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

CDW•G Response:

CDW•G understands this provision.

3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

CDW•G Response:

CDW•G understands and will comply with this provision.

3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

CDW•G Response:

CDW•G understands this provision.

3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

CDW•G Response:

CDW•G understands this provision.

3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Thursday, February 28th, 2019. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a

debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

CDW•G Response:

CDW•G understands and complies. We have included our complete Vendor Disclosure Statement behind Tab 6 in Appendix D of our response.

Tab 6: Appendix

Appendix

- Attachment 1 – CDW ISO 9001
- Appendix A – Alabama Community College System Institution and Other Participants
- Appendix B – Example Map
- Appendix C – Example Quarterly Usage Report
- Appendix D – Vendor Disclosure and Immigration Compliance
- Attachment 2 - CDW-G Proposed Legal Exceptions and Return Policy
- Attachment 3 - Business Development Hierarchy

Attachment 1 – CDW ISO 9001

CDW•G Response:

Please see the following page for our ISO 9001 certificate

CERTIFICATE OF REGISTRATION



**Quality
System
Registrar**



Having been audited in accordance with requirements of

ISO 9001:2015 – ANSI/ISO/ASQ Q9001-2015

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

**CDW LLC
CDW Government LLC
CDW Logistics, Inc.
CDW Direct, LLC**

Registration of the management system at its locations:

**200 N. Milwaukee Avenue, Vernon Hills, Illinois, 60061, USA
75 Tri-State International, Lincolnshire, Illinois, 60069, USA
3201 E. Alexander Road, North Las Vegas, Nevada, 89030, USA**


The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2015 requirements may be obtained by consulting the organization.

Scopes of ISO 9001:2015 registration: "Sales, configuration and support of computer and related technology" at Vernon Hills, Lincolnshire and North Las Vegas.

Initial SRI Registration date: December 17, 2008

Current registration period: February 17, 2019 through February 16, 2022

Signed for SRI:


Christopher H. Lake, President & COO

Release Date: February 17, 2019
Certificate Number: 019424
Registration Number: 3562-00



Appendix A – Alabama Community College System Institution and Other Participants

6.1 Appendix A - Alabama Community College System Institutions and Other Participants

Community Colleges

Bevill State Community College, Sumiton, AL
Bishop State Community College, Mobile, AL
John C. Calhoun Community College, Decatur, AL
Central Alabama Community College, Alexander City, AL
Chattahoochee Valley Community College, Phenix City, AL
Coastal Alabama Community College Bay Minnette, AL
Enterprise Community College, Enterprise, AL
Gadsden State Community College, Gadsden, AL
Jefferson State Community College, Birmingham, AL
J.F. Drake State Community and Technical College, Huntsville, AL
T.A. Lawson State Community College, Birmingham, AL
Lurleen B. Wallace Community College, Andalusia, AL
Northeast Alabama Community College, Rainsville, AL
Northwest-Shoals Community College, Muscle Shoals, AL
Shelton State Community College, Tuscaloosa, AL
Snead State Community College, Boaz, AL
Southern Union State Community College, Wadley, AL
H Council Trenholm State Community College, Montgomery, AL
George C. Wallace Community College, Dothan, AL
Wallace State Community College, Hanceville, AL
George Corley Wallace State Community College, Selma, AL

Technical Colleges

J.F. Ingram State Technical College, Deatsville,
AL Reid State Technical College, Evergreen, AL

Military Academy

Marion Military Institute, Marion, AL

Statewide Development Training

Alabama Technology Network (ATN), Montgomery, AL

Other Participating Public Institutions of Higher Education

Alabama A & M University, Normal, AL
Alabama Fire College, Tuscaloosa, AL
Alabama State University, Montgomery, AL
Athens State University, Athens, AL
Auburn University-Montgomery, Montgomery,
AL Jacksonville State University, Jacksonville,

AL Troy University, Troy, AL
University of Alabama, Tuscaloosa, AL
University of North Alabama, Florence, AL
University of West Alabama, Livingston, AL

Other Participating Public Institutions K-12

Tuscaloosa County School System

Appendix B – Example Map

CDW•G Response:

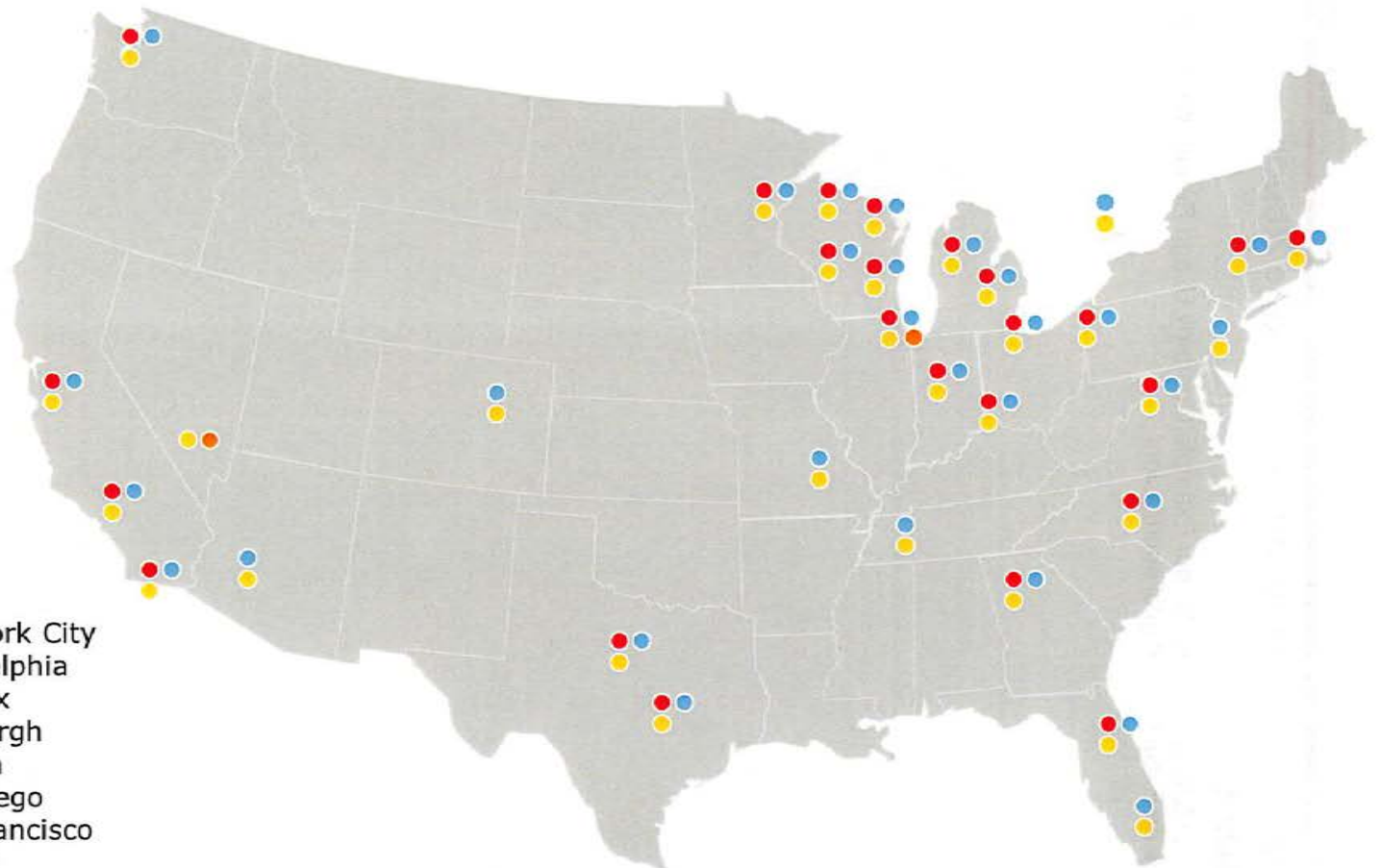
Please see the following page for our services map. A link to Current List of CDW Company Addresses and Locations can be found below: <http://www.cdw.com/content/about/locations-maps-directions.asp>

WHERE WE DELIVER SOLUTIONS TO CUSTOMERS

GEOGRAPHIC COVERAGE IN THE UNITED STATES AND CANADA

CDW SERVICE LOCATIONS

Appleton	New York City
Atlanta	Philadelphia
Boston	Phoenix
Chicago	Pittsburgh
Cincinnati	Raleigh
Cleveland	San Diego
Dallas	San Francisco
Denver	Seattle
Detroit	St. Louis
Evansville	Tampa
Grand Rapids	Toronto
Houston	Washington, D.C.
Indianapolis	Wausau
Las Vegas	
Los Angeles	
Madison	
Miami	
Milwaukee	
Minneapolis	
Nashville	



- CDW Services Engineers and Project Managers
- CDW Services Trusted Partner Network
- CDW Services Configuration Centers
- CDW Services Command Centers and Private and Public Cloud Partners

Appendix C – Example Quarterly Usage Report

CDW•G Response:

Please see the following pages for our Example Quarterly Usage Report. We have also provided this an Excel is our digital submission.



Alabama Department of Postsecondary Education October 1, 2018 to December 31, 2018

Price List	Contract Description	Customer Number	Customer Name	Customer (P.O.)	Invoice Date	Invoice Number
ALP	ACCS-JPA2016-13	6806526	H COUCILL TRENHOLM TECH COLLEGE	33962	10/1/2018	PKW9953
ALP	ACCS-JPA2016-13	0999142	REID STATE TECHNICAL COLLEGE	34446	10/1/2018	PKX4596
ALP	ACCS-JPA2016-13	0901066	UNIVERSITY OF MOBILE	PP28464	10/1/2018	PKZ0067
ALP	ACCS-JPA2016-13	188810	ALABAMA STATE UNIVERSITY	1800004622	10/1/2018	PLC8437
ALP	ACCS-JPA2016-13	2531880	BISHOP STATE COMMUNITY COLLEGE	117076	10/1/2018	PLD0613

Order Number	Order Date	Item Number	Manufacturer Part #	Item Type Description	Item Class Description
KBQG993	8/31/2018	3827428	C5F95A#BGJ	Printing & Document Scanning (P)	Single Function (LP)
KCZZ904	10/1/2018	5041135	2WM47UT#ABA	Notebook/Mobile Devices (L)	Notebook Computers (NB)
KCLJ225	9/18/2018	4665375	S8201LL/A	Services (Partner Delivered) (Q)	Warranties-Product Protection (WA)
KDBC882	10/1/2018	4848246	MP6J2LL/A	Notebook/Mobile Devices (L)	Tablets (RD)
KCPB897	9/20/2018	5002365	3200891	Data Storage/Drives (D)	Storage Enclosures/Mounting HW (AD)

Manufacturer Name	Brand	Item Description	Quantity	Total Invoiced Sales
HP Inc Printers (HPZ)	HP INC	HP LASERJET PRO M402DW PRINTER (3627428)	1	\$338.00
HP Smart Buy Notebooks/Ta (HSB)	HP INC	HP SB 450 G3 I5-6200U 256/8 W710P (5041135)	1	\$817.86
AppleCare Warranties (APW)	APPLE	APPLECARE+ FOR MB PRO 13' (4665375)	1	\$219.00
Apple Computer (APL)	APPLE	APPLE IPAD PRO 12.9 WI-FI 256GB GOLD (4648246)	3	\$2,795.22
Case Logic (CSL)	CASE LOGIC	CASE LOGIC PORTABLE HARD DRIVE CASE (5002355)	1	\$8.54

7th Level
TRENHOLM STATE TECH CLG
REID STATE TECH CLG
UNIV OF MOBILE
AL STATE UNIV
BISHOP STATE CMTY CLG

Your calculation boxes. Under Column R & S.

Total Sales	
Total Advertised Sales	
Total Cost Savings	

Appendix D - Vendor Disclosure and Immigration Compliance



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

CDW Government LLC

ADDRESS

230 North Milwaukee Avenue

CITY, STATE, ZIP

Vernon Hills, IL 60061

TELEPHONE NUMBER

800.808.4329

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Dept. of Postsecondary Education

ADDRESS

Joint Purchase Agreement Initiative 135 South Union Street Suite #135

CITY, STATE, ZIP

Montgomery, AL 36104

TELEPHONE NUMBER

334-293-4507

This form is provided with:

☐

Contract

☒

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Multiple AL State Agencies/Depts	IT Products and Services	\$ 4,373,915.00
(please see attached breakdown)		

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
N/A		

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	------------------------------------------	-----------------------------------------

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

N/A

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

"OFFICIAL SEAL"
SARAH LARSSON
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES 04/30/2023

Signature
Date 2/13/19

Notary's Signature
Date 2/13/19

Date Notary Expires
04/30/2023

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

CDW•G serves hundreds of State agencies within the State of AL. We have included a general breakdown of those entities as an attachment to the AL Disclosure Agreement.

CDWG AL State Agencies	TTM
AGRICULTURE	\$ 7,035
ATTORNEY AND LEGAL	\$ 244,344
CENTRAL SERVICES AND ADMIN	\$ 62,366
COMMERCE AND BUSINESS	\$ 71,457
CORRECTIONS AND PRISONS	\$ 9,778
COURTS	\$ 144,320
EMERGENCY MANAGEMENT	\$ 99,048
ENVIRONMENTAL SERVICES	\$ 240,883
EXECUTIVE BRANCH	\$ 618
FINANCE AND BUDGETS	\$ 727,177
GEOGRAPHIC INFORMATION SYSTEMS	\$ 13,149
HEALTH AND HUMAN SERVICES	\$ 706,598
HOUSING AUTHORITY	\$ 34,060
HUMAN RESOURCES	\$ 3,890
INFORMATION TECHNOLOGY	\$ 17,479
INSURANCE	\$ 5,085
JOBS AND FAMILY SERVICES	\$ 54,123
LEGISLATIVE BRANCH	\$ 300
LIBRARY	\$ 206,447
NOT AVAILABLE	\$ 14,168
PARKS AND RECREATION	\$ 87,602
PORT AUTHORITY	\$ 15,373
PUBLIC WORKS	\$ 36,996
RECORDS AND ARCHIVE	\$ 14,079
STATE DEPARTMENT OF EDUCATION	\$ 89,609
TAX AND REVENUE	\$ 53,998
TOURISM	\$ 18,885
TRANSPORTATION	\$ 1,395,048
Grand Total	\$ 4,373,915

CDW Government LLC February 12, 2019



FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Connecticut

County of Fairfield

Before me, a notary public, personally appeared Tara K. Barbieri
(print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Director, Capture (state position) for CDW Government LLC (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Tara K. Barbieri Signature of Affiant

Sworn to and subscribed before me this 13 day of February, 2019.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Sarah Larsson Signature and Seal of Notary Public



Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b);
Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12, 2011

Our E-Verify ID Number is: 19959

All new coworkers are processed through E-Verify which involves the verification checks of the Social Security Administration (SSA) and Department of Homeland Security (DHS) databases, effective November 26, 2013.

We have attached our E-Verify Memorandum of Understanding, located behind the Business Entity Compliance Form.



Company ID Number: 19959
Client Company ID Number: 731442

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **CDW, LLC** (Employer), and **TALX Corporation** (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 19959
Client Company ID Number: 731442

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination



Company ID Number: 19959
Client Company ID Number: 731442

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish



Company ID Number: 19959
Client Company ID Number: 731442

identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
 6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the



Company ID Number: 19959
Client Company ID Number: 731442

employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final



Company ID Number: 19959
Client Company ID Number: 731442

nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.



Company ID Number: 19959
Client Company ID Number: 731442

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
 - b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
 - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
 - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days



Company ID Number: 19959
Client Company ID Number: 731442

after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent



Company ID Number: 19959
Client Company ID Number: 731442

to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day



Company ID Number: 19959
Client Company ID Number: 731442

time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS



Company ID Number: 19959
Client Company ID Number: 731442

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS



Company ID Number: 19959
Client Company ID Number: 731442

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.



Company ID Number: 19959
Client Company ID Number: 731442

- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

CDW, LLC (Employer) hereby designates and appoints TALX Corporation (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out CDW, LLC (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number: 19959
Client Company ID Number: 731442

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer CDW, LLC

Andrew Matt
Name (Please Type or Print)

Manager, CWS operations
Title

[Signature]
Signature

11-26-13
Date

E-Verify Employer Agent TALX Corporation

Jessica Kloster

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/26/2013

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Information Required For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: CDW, LLC



Company ID Number: 19959
Client Company ID Number: 731442

Company Facility Address:200 N. Milwaukee Ave.

Vernon Hills, IL 60061

County or Parish:LAKE

Employer Identification
Number:363310735

North American Industry
Classification Systems
Code:551

Administrator:

Number of Employees: 5,000 to 9,999

Attachment 2 - CDW•G Proposed Legal Exceptions and Return Policy

LEGAL CLARIFICATIONS

CDW Government LLC ("CDW•G") has proposed alternative language to some of the provisions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement, Request for Bid for Manufacturer Supplied Technology Equipment with Peripherals, Software, Networking, Equipment, Maintenance and Professional Support Services Bid, #ACCS-2019-01 ("RFB").

With regard to third party cloud computing and storage services (the "Cloud Services"), CDW•G acts as a rebiller only. The System acknowledges that the third party cloud services provider, and not CDW•G, is responsible for the performance of the Cloud Services, and that the only warranties offered with respect to the Cloud Services are those of the third party cloud services provider. If the customer wishes to purchase Cloud Services, then the customer must execute a Cloud Service Order form, a sample of which is attached to this Legal Clarifications document. The terms of the Cloud Service Order form may be negotiated between CDW•G and the customer for each purchase of Cloud Services. The terms and conditions governing any such purchase shall be limited to those contained therein. Notwithstanding section 3.37 or section 3.44 of this RFB, CDW•G shall have no warranty or indemnification obligations with respect to such Cloud Services.

GENERAL REQUIREMENTS AND SPECIFICATIONS

- For sections 3.1 Acceptance of Conditions Governing the Procurement, 3.10 Legal Review, 3.13 Agreement Terms and Conditions & 3.18 Bid Terms:
 - CDW•G acknowledges and complies with all sections, except as noted within this Legal Clarifications document.
- For section 3.15 Change in Vendor Representatives, CDW•G seeks the following additional language:
 - The System shall provide Vendor with written notice and opportunity to address the concerns hereunder.
- For section 3.17 Benefit of Cost Reduction, CDW•G seeks to clarify and offer the following language:
 - CDW•G will pass the benefits of any manufacturer price reductions during their effective periods on to ACCS members.
- For section 3.20 Insurance, CDW•G seeks the following alternate language:
 - ~~The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor.~~ The vendor shall maintain, during the life of this contract, the following minimum insurance:

<u>KIND OF INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory – Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a ~~thirty- (30)-day written~~ notice to the System in accordance with policy provisions before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, Vendor shall endeavor to provide thirty (30) days written notice shall be given to the System, or in the event the change is initiated by vendor's insurer, Vendor shall notify the System of such change by the party initiating any revision in accordance with policy provisions.

- For section 3.32 Title Passage, CDW•G seeks to clarify and offer the following language:
 - Title shall pass F.O.B. Destination as provided in Section 3.36 (Shipment and Risk of Loss).
- For section 3.34 Order of Precedence, CDW•G seeks the following alternate language:
 - If the customer wishes to purchase Cloud Services, the customer will first execute a Cloud Service Order form, a sample of which is attached to Attachment 2 of Section F – Appendix, which shall provide the exclusive terms governing such purchase. The terms of the Cloud Service Order form may be negotiated between CDW•G and the customer for each purchase of Cloud Services.

For all other purchases, the following order of precedence shall apply:

- A. the terms and conditions of this RFB, as modified in Vendor's response and mutually agreed upon by the parties in this Legal Clarifications document
- B. exhibits to this agreement, as modified in Vendor's response and mutually agreed upon by the parties in this Legal Clarifications document
- C. the list of products and services contained in the purchase order;
- D. vendor's response

- For section 3.35 Payment Provisions, subsection A. Acceptance, CDW•G seeks to clarify and offer the following language:

- All returns of Product are subject to CDW•G's Return Policy attached to this Legal Clarifications document.
- For section 3.35 Payment Provisions, subsection B. Payment of Invoice, CDW•G seeks to clarify and offer the following language:
 - If the procuring entity requires any special invoice provisions, compliances or notarizations, these must be presented to CDW•G at the time the order is placed.
- For section 3.36 Shipment and Risk of Loss, CDW•G seeks the following alternate language in the first paragraph:
 - Vendor must ship all products F.O.B. destination (prepaid and added) regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.
- For section 3.37 Warranties, CDW•G seeks to clarify and offer the following language:
 - The System acknowledges that CDW•G is neither the manufacturer of any Products nor the provider of Third Party Services (services other than Services provided by Vendor or its Subcontractor, including, but not limited to, extended warranty service by manufacturers), that are sold by Vendor as a distributor or sales agent and offers no warranty or indemnity obligations on any items beyond the manufacturer's or third party's, to the extent assignable. EXCEPT AS PROVIDED HEREIN, CDW•G MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS OR THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NONINFRINGEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES NOR EXCEED THE AMOUNT OF FEES PAID BY THE SYSTEM FOR THE SPECIFIC PRODUCTS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- For section 3.38 Price Guarantees, CDW•G seeks to clarify and offer the following language:
 - ACCS members shall pay the lower of the prices contained in the ESS or an announced promotion price, if the procuring entity is eligible for such announced promotion price, educational discount price and if the procuring entity is eligible for such educational discount price, general price reduction or large order negotiated price specifically negotiated between the procuring entity and CDW•G for a specific transaction. Only general price reduction decreases will apply to all subsequent orders accepted by CDW•G after the date of the issuance of the revised prices and **only while such general price reductions are in effect**. CDW•G agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Additional discounts may be offered during the contract term from time to time, should our manufacturer partners provide CDW•G steeper discounts through price reductions and promotional offers. If so, CDW•G will pass along those discounts to ACCS members.
- For section 3.40 Product Delivery, CDW•G seeks to clarify and offer the following language:
 - All orders are subject to product availability.
- For section 3.42 Records and Audit, CDW•G seeks the following additional language:

- The procuring agency may only audit one (1) time each twelve (12) month period during the records' retention period.
- For section 3.44 Indemnification, CDW•G seeks to clarify and offer the following language:
 - The Vendor shall indemnify and hold harmless the System from any loss, costs, or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is arising from any negligent or willfully wrongful acts or omissions of Vendor's employees, agents, representatives, subcontractors, and/or subcontractors ~~is based on defects in products provided to the system~~. [...]
 - Please also refer to our response to Section 3.37 (Warranties).
- For section 3.46 Ethics, CDW•G seeks to clarify and offer the following language:
 - CDW•G warrants, to the best of our knowledge.
- For section 3.48 FCC Certification, CDW•G seeks to clarify and offer the following language:
 - Please refer to our response to Section 3.37 (Warranties)

CDW Return Policy

CDW offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated CDW account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- **Defective Product Returns.** Customer may return most *defective* Products directly to CDW within fifteen (15) days of invoice date and receive, at CDW's option, credit, replacement, exchange, or repair. After fifteen (15) days only the manufacturer warranty applies.
- **Non-Defective Product Returns.** Customer may return most *non-defective* Products directly to CDW within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic CDW restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- **Restricted, Repair-Only Returns.** Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to CDW, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated CDW account manager or by CDW Customer Relations.
- **Restricted, Manufacturer-Only Assistance.** Certain Products cannot be returned to CDW for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated CDW account manager or by CDW Customer Relations.
- **Special Orders.** Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated CDW account manager or by CDW Customer Relations.
- **Return of Software or DVDs.** CDW offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. CDW offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; and (ii) if returned *within* (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- **Return Merchandise Authorization (RMA) Number.** No returns of any type will be accepted by CDW unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- **Returned Products Must Be Complete.** All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- **Responsibility for Shipping Costs.** Customer is responsible for the cost of shipping returned items; CDW is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. CDW is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from CDW arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that CDW may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify CDW either by calling CDW Customer Relations or by contacting the CDW account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify CDW within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and CDW's regular return policy, as described in sections 1 and 2 of this Exhibit, and all current manufacturer warranties and restrictions will apply.

4. Credits.

- Any credit issued by CDW to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

