

ACCS – 2022 – 01

# Alabama Community Colleges System

## Joint Purchasing Agreement Request for Bid

Original Response | February 11<sup>th</sup>, 2022



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To the extent allowable, all information and documents hereby submitted in response to the Request for Bid ("RFB") furnished by Alabama Community College System are the Proprietary and Confidential property of CDW Government LLC ("CDW-G").

## 6.5 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

Date: February 7th, 2022

Website Address: <https://www.cdwg.com>

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Trish Karakash	(847) 371 – 5819	patrkar@cdw.com
Senior Account/Sales Manager(s) (by region if necessary)	Mike Long	(312) 705 – 2060	mikelon@cdw.com
Account/Sales Manager(s) (by region if necessary)	Tyler Davis	(312) 705 – 9018	tyledav@cdwg.com
Technical Support	Michael Auman	(615) 878 – 5703	michael.auman@cdw.com

### BID INFORMATION INDEX

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

These page numbers are based on our Tables of Contents paging.

	Document Name	Page Number(s)
Product and Services Delivery Overview	Response to Additional Specifications 3.22 – 3.53 of RFB	Pages 29 – 40
Geographic Coverage	3.22 Product and Services Delivery Overview	Page 33
Availability of Technical Support	3.22 Product and Services Delivery Overview	Pages 45, 48, and 54
Problem Resolution	3.22 Product and Services Delivery Overview	Page 40
Customer Satisfaction	3.22 Product and Services Delivery Overview	Pages 30 – 32
Value Added Services	3.22 Product and Services Delivery Overview	Pages 33 – 39
Reporting	3.23 Reporting	Page 40 and in Documentation to Support our Bid
Electronic Commerce	3.24 Electronic Commerce	Pages 40 and 41
Breadth of Offering	3.25 Breadth of Offering	Pages 42 – 45
Primary Account Representative	3.26 Primary Account Representation	Pages 46 and 47
References	3.27 References	Pages 48 and 49
Pricing Level and Guarantee	3.28 Pricing Level and Guarantee	Pages 50 and 60



2/11/2022

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



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

**RE: CDW Government LLC's  
Response to Joint Purchasing Agreement Request for Bid**

Dear Tokrica Moore,

CDW Government LLC ("CDW-G") understands the objective of the RFB is for Alabama Community College System ("ACCS") and other Alabama Higher Education entities to identify a reliable and experienced supplier partner capable of drawing together your diverse hardware and software product needs in an underlyingly swift and easy process. Our response highlights our ability to bring overall success towards your initiative. Partnering with CDW-G means:

- **Strategic Distribution.** Alabama Community Colleges System can be confident that CDW-G has the infrastructure in place to support your technology needs. CDW-G carries more than 360,000 top brand-name products from more than 1,400 leading manufacturers and operates two large and strategically located distribution centers to deliver the right products, right when you need them. We consistently provide net new of the latest technology and our experienced account managers will happily work with you to ensure that all your needs are met.
- **Regional Experts.** Based on our experience handling similar-sized initiatives, CDW-G is establishing a dedicated account team strategically for ACCS. We have a well-established central U.S. presence and seasoned account management team that can provide guidance, insight, and expediency. Your CDW-G team has been thinking through key logistics, like how we can save your schools valuable time and money. We are happy to offer our services for optimizing your current and future scholastic goals and know that ACCS will benefit from account management committed to supporting the total lifecycle of IT initiatives.
- **Broad Experience.** Our experience in technology deployment ranges across quantities of devices, from small-scale to upwards of thousands of devices per deployment. Our experience ranges across school constructs, from single schools to school networks. Our experience ranges across the span of relationships, whether budding or established for a decade and beyond. Continuing to team with CDW-G will provide the trustworthy, broad base of experience to ensure a smooth technology, equipment, product, services, and software deployment in one easy solution.

**As of February 7th, CDW-G acknowledges that we have not received any amendments to this RFB. While we cannot accept all of the conditions governing the procurement, we have provided each of our exceptions in the "Exceptions to Requirements and Specifications" section of our response and are confident that continuing our partnership will be a great benefit to Alabama Community Colleges System because of the benefits listed and within this response. Finally, please find the signature and phone number below to our person authorized to contractually obligate the organization. Joshua Greene, our contract negotiator, can be reached at (317) 569 – 4211.**

Should you have any questions regarding our response, please contact your account manager, Tyler Davis, at (312) 705 – 9018, or via email at [tyledav@cdwg.com](mailto:tyledav@cdwg.com). Thank you for this opportunity.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Santander".

Stephanie Santander  
Director, Program Sales  
(847) 371 – 5082

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# Part 1: Bid Summary

## CDW Government Past and Present

CDW Government LLC (CDW·G) is the wholly owned subsidiary of CDW LLC (CDW), a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. Recognizing the unique challenges and opportunities of our public sector customers, we established CDW·G in 1998 to focus on the specific needs of the government and education sectors. Our teams are broken down by segment, with separate teams serving State and Local customers, K-12, Higher Education, and Federal, and further organized into 11 geographic regions for a higher level of specialization.

Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education. We have an expansive network of offices near major cities and a large team of field coworkers across the United States. CDW debuted on the Fortune 500 in 2001, and now ranks at number 161. CDW ranks at No. 5 on CRN's 2021 Solution Provider 500 list. The sustainable growth and continued financial stability of our company serves to assure Alabama Community College System that we are here to stay and can support you through the life of this contract and beyond.








## CDW Government Abilities & Focus Overview

CDW·G understands that the objective of this RFB is for Alabama Community College System to identify the most reliable and experienced provider for your hardware and software needs. Whatever the driving force behind your technology needs, we can support you where you are and help you achieve your goals—present and future—with the right solutions, precisely implemented, which can evolve with your organization.

We get how technology has evolved as a business driver to solve your most critical organizations challenges, understand your business, optimize technology and build unique IT solutions, and prepare for future evolution.

**We have been helping organizations of every type and size optimize efficiency, productivity, and performance for over thirty years. CDW·G stands behind you to maximize your IT investment, connect you with top industry vendors, solve your business problems, and meet your unique IT needs.**

**Below are some examples of our strongest abilities and focus over the years:**

 <p><b>Technical Resources:</b></p> <p>Access to hundreds of CDW Solution Architects in multiple disciplines.</p>	 <p><b>Economies of Scale:</b></p> <p>Customer Name gains the advantage of CDW's size in the marketplace. As a top partner (often the No. 1 partner worldwide) to such manufacturers as Cisco, Dell EMC, HPE, and Lenovo, CDW can provide you with insight into new technology.</p>	 <p><b>Redundancy and Speed:</b></p> <p>Store products in one of our two US CDW-owned, ISO 9001:2015-certified distribution facilities. CDW can assist with equipment schedules and logistics.</p>
 <p><b>Turnkey with Breadth of Solutions:</b></p> <p>We are technology neutral with 100,000+ products and services from 1,000+ leading and emerging brands. We continually update these partners and products, allowing you access to industry-leading solutions.</p>	<h1>Alabama Community Colleges System &amp; CDW-G</h1>	
 <p><b>Scalability:</b></p> <p>A team of CDW IT professionals will be dedicated to ACCS. Those resources will continue to grow as business grows. CDW is committed to making sure you receive the highest level of service and have the right team engaged.</p>	 <p><b>Post-Sales Services:</b></p> <p>Access to more than 300 technicians, engineers, and support staff who perform desktop imaging, network configuration, server builds, and full rack buildouts.</p>	 <p><b>Tracking and Visibility:</b></p> <p>Online procurement capabilities streamline and standardize purchasing, support flexible reporting, and improve decision making.</p>

Many respected vendors have well-established procurement/delivery and installation procedures but no plan or personnel in place to ensure their company remains compliant with the contract once signed.

Alabama Community College System will benefit from partnering with a vendor who not only offers a diverse breadth of technology solutions but also has proven dexterity in the intricacies of state and local government contracts. In addition to our customer-centric account management teams, we have a program management (PM) department singularly devoted to managing contracts. CDW-G's experienced PM team manages nearly 1,000 active state, local, and education contracts. When Alabama Community College System signs a contract with CDW-G, you also save time you might otherwise spend tracking data on the contract, advertising your contract to potential end users, and ensuring proper pricing and discounts are applied to every purchase.

Along with unwavering customer focus, we are committed to technology solutions delivering the best possible service and support with one-stop shopping for customized solutions. No matter where you are on your technology journey, Alabama Community College System gets more from your IT investment through CDW-G's Technology Services, from roadmaps and adoption to project deployment and lifecycle management.

Here is just a snapshot of some of the benefits Alabama Community College System will realize when partnering with CDW-G:



- Accessibility, reliability, and consistency for a smoother experience
- Greater environmental efficiencies through automated operations, agility, and scalability
- Increased infrastructure security with preventative and proactive protection and remediation
- A strong and lasting partnership with qualified individuals who Alabama Community College System can know and trust
- Robust solution development for your unique challenges by experienced and knowledgeable engineers.
- Integrated technology solutions designed, implemented, and managed by highly specialized solution architects who can help you capitalize on new opportunities
- Management of your technology environment today and into the future with lifecycle technical and customer support, from presales consultations to post-implementation issue resolution
- Savings of time money by supplementing your IT staff quickly with award-winning staff augmentation

#### CDW Amplified™ Services



**Security**



**Infrastructure**



**Workspace**



**Support**



**Data**



**Development**

## Our Expertise Summarized

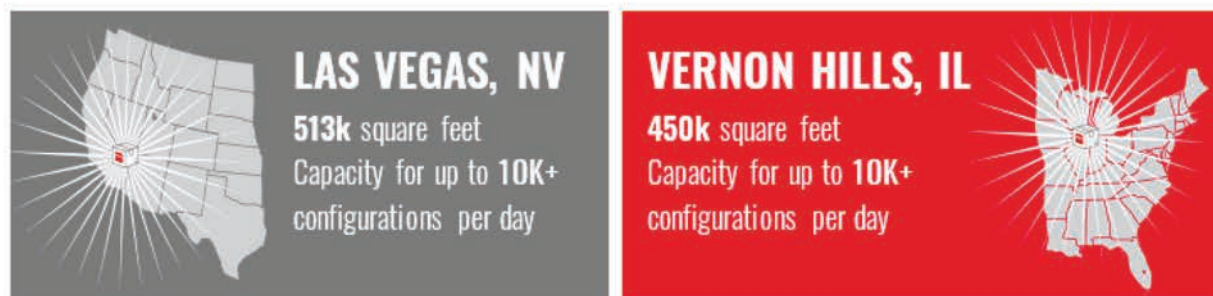
Below we have laid out specific expertise relevant towards businesses like yours in today's rapidly changing and evolving technological environment.

### At CDW WE GET

- |  |   |
|--|---|
| • <b>Reliable Distribution</b>                         | • <b>Higher Education</b>                       |
| • <b>Strong Manufacturer and Distribution Partners</b> | • <b>Value-Added Resources and Account Team</b> |
| • <b>Secure Supply Chains</b>                          | • <b>Environmental Sustainability</b>           |
| • <b>Comprehensive IT Solutions</b>                    | • <b>National and International Impact</b>      |

## WE GET Reliable Distribution

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



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

**ISO 9001**

Quality

**ISO 14001**

Environmental

**ISO 20243**

Risk Management

**ISO 27001**

Information Security

**ISO 28000**

Secure Supply Chain

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

As of April 2021, CDW holds over \$500M of inventory in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

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

## WE GET Strong Manufacturer and Distribution Partnerships

A significant advantage CDW-G offers Customer is our ability to deliver the right products, at the right value, right when you need them. As one of the largest direct market resellers, CDW has established exceptional working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers – and their best prices. To supplement our direct



purchasing model, CDW has developed strong affiliations with principal channel distributors. Our distribution centers are located in close proximity to principal distributors; this enables us to quickly obtain competitively priced, non-stocked items.

[CDW's 2020 Environmental, Social, and Governance Report](#) demonstrates our commitment to operating responsibly and creating value for our coworkers, customers, communities, and investors. CDW's ESG report is built on our Circle of Service approach and on the CDW Way, the values we live by that keep us focused on what matters, ensuring consideration of our stakeholders and societal impacts.

## WE GET Secure Supply Chain

Inventory availability and reliable distribution are not the only key elements in effective purchasing. More and more, organizations rely on information and communication technology to handle growing workloads and mission-critical operations. In this increasingly uncertain world, they are facing a dangerous reality: the rise of counterfeit and maliciously tainted equipment. Customer can be confident in the quality of the products you order through CDW. ISO 28000:2007 Secure Supply Chain is an important standard for our company. The scope of the certification includes planning, deployment, and provisioning of supply chain services and supporting processes. ISO 28000:2007 certification demonstrates that CDW has mature, end-to-end risk management programs, with a focus on delivering quality and security in managing information, products, and services to meet our customers' needs.

## Full-Stack Expertise

Products and Partnerships	Technology Services	Total Solutions
100,000+ products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware!	<ul style="list-style-type: none"> <li>▪ eProcurement integration</li> <li>▪ Leasing services</li> <li>▪ Managed services</li> <li>▪ Pre-shipment configuration</li> <li>▪ Professional services</li> <li>▪ Warranty and maintenance</li> </ul>	<ul style="list-style-type: none"> <li>▪ Cloud</li> <li>▪ Collaboration</li> <li>▪ Data center and networking</li> <li>▪ Managed Print Services</li> <li>▪ Point of Sale</li> <li>▪ Security</li> <li>▪ Software management</li> <li>▪ Total Mobility Management</li> </ul>

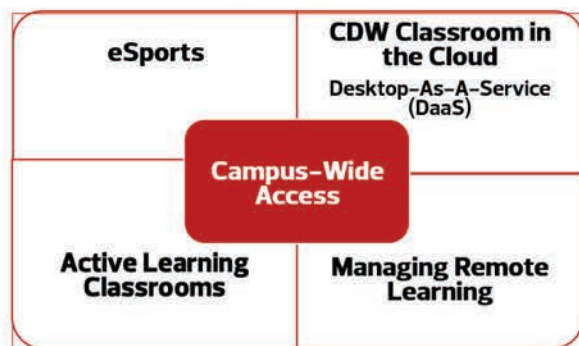
## WE GET Comprehensive IT Solutions

Alabama Community College System can develop the best total solution while attaining the most value with CDW·G's full range of products and services, from discrete hardware and software products to integrated IT solutions. We are technology "agnostic," focused on finding the right solution for you rather than pushing a particular brand, and our sales and service delivery teams consist of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers. Our offerings are comprehensive, including expert consulting, design, configuration, installation, and lifecycle management services.

We have services dedicated to each stage of your solution rollout and IT journey, with technical support and professional services experts, architects and engineers that give your IT team the time they need to turn IT into a competitive advantage.

## WE GET Higher Education

Since 1998, CDW·G has helped higher education institutions access leading-edge technology, new product innovations, and full stack technology services while maintaining the practical understanding of how these advances benefit colleges and universities. We consistently evolve our technology portfolio so that it is relevant to *and* accessible by our higher education customers. This iterative process succeeds due to our strong OEM partnerships, commitment to education and innovation, and our dynamic product structure. Our goal is to support Alabama Community College System, and we have the knowledge and experience to help you capitalize on the right technology to meet your educational goals (whether students are on your school campus or at home).



The COVID-19 crisis proved one thing for certain: online and remote learning are here to stay. Now more than ever, institutions of higher education need a technology partner who can help them take advantage of what [McKinsey & Company](#) called "a once-in-a-generation change to reconfigure their use of physical and virtual space." CDW Government LLC (CDW·G) understands the challenges – and opportunities – involved in building a flexible and supportive personalized learning environment for higher education students in the face of tremendous change. Technology offers powerful potential for creating innovative, interactive learning experiences and we commend Alabama Community College System for your initiative to enhance your technology for the needs of your staff and students.

### CDW·G Classroom in the Cloud

The pace of change in technology is blindingly fast and quickly accelerating, finding top talent to help you keep up with the curves in the road is hard enough, let alone trying to get to the leading edge. The cost of purchasing, installing, implementing, maintaining and replacing the hardware and software needed on your facilities to accommodate the curriculum your students' need can create a budget black hole, which is why we created CDW·G Classroom in the Cloud on AWS, and enhanced Desktop-as-a-Service (DaaS) solution.

### Managing Remote or Hybrid Learning

Factors outside of the classroom can have a significant impact on teaching and learning. Educational institutions are faced with the challenges of delivering instruction in the time of rapidly shifting priorities. Now more than ever, the right tools will make the difference in students' success. Remote learning can be a challenge for both students and professors; however, the right communication tools ensure that students can collaborate in real time or on their own time, keeping projects and course



syllabi on track. From implementing effective online assessments to enabling remote office hours, CDW-G can help you create a remote learning strategy that keeps students feeling as connected as they would on campus.

The shift from the traditional physical classroom to a hybrid classroom model is also transforming how schools engage, instruct, and assess their students. The hybrid classroom incorporates some of the most pertinent instructional tools available: From collaboration and content sharing to video conferencing and live streaming, the hybrid classroom redefines how instruction is delivered to your students. CDW and your Account Team are dedicated to ensuring that your needs are met and providing you with the most advanced technologies to meet your student learning outcome objectives. We have assembled a concise overview of our remote learning capabilities. We are confident that whatever your particular instructional need may be, CDW has the right solution to meet your requirements.

### Active Learning Classrooms

Technology in the classroom creates an active learning environment that supports student [collaboration](#) both in-person and digitally, with innovative classroom technology such as videoconferencing and interactive displays. Whether you're building new facilities or identifying existing ones for upgrades, CDW-G can help deliver educational technology that improves the classroom and the learning experience.

CDW-G has approximately 225 coworkers dedicated to the higher education industry that understand your needs, challenges, and market best practices. We have 50+ student interns across college and university campuses that we train and develop for post-graduate career paths to thrive in the workplace. CDW-G offers a large contract portfolio and advanced e-Procurement capabilities to drive procurement efficiencies and maximize the value of your IT budget.

Our team has business relationships with approximately 2,800 colleges and universities, which allow us to understand what challenges your peers are facing and what successes they have overcome. CDW-G has many contracts available with special pricing to suit all of your technology needs and can help with your budgetary restrictions. This combined experience allows us to provide Alabama Community College System with custom higher education solutions along with managed services and full lifecycle support.

**Higher Education Expertise**

**225**

Educational Strategists and Learning Environment Advisers including more than 50 student interns


**2,800+**

Trusted technology partner to more than 2,800 colleges and universities including public institutions, private schools, and community colleges

**Professional Memberships**




Sponsored by CDW




**Industry Trends**

- Remote learning
- Collaboration tools
- AR/VR
- Esports
- Connectivity
- Data center optimization and cloud
- Cybersecurity
- School safety and security
- Active learning environments
- Data analytics



## **WE GET National and International Impact**

Businesses today demand a seamless international experience – one that ensures consistent service levels and transparency across touchpoints, as well as access to local expertise and capabilities. Our U.S. operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service.

### **Local Attention**

CDW is headquartered just outside of Chicago, Ill., and we have 28-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of your office. And even if you're located in an area without a local CDW branch, our network of trusted service providers – all trained to follow the same consistent approach, processes, methodologies and professional manner of CDW-badged engineers – ensure that your organization will still get the full attention and resources it deserves.

### **National Scale**

For U.S. customers, our operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service. We have full redundancy, eProcurement integration and provider consolidation available to further increase our cost and service efficiencies. In addition to our local branches, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners. In fact, because of our national scale, CDW is able to identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

### **Multinational Reach**

CDW is expanding its unique expertise and experience around the world, with offices in the Asia-Pacific region, the U.K. and Ireland, the Middle East and Africa, along with a supply chain and logistics capabilities that extend into more than 100 countries. As a result, CDW is now able to extend its solutions and services deep into international markets.

## **WE GET Value-Added Resources and Account Team**

Based on our experience handling similar-sized initiatives, CDW·G is establishing a dedicated account team strategically for the Alabama Community Colleges System and its member and other Alabama higher education institutions. Our seasoned account management team can provide guidance, insight, or expediency, as needed. Your CDW·G team has been thinking through key logistics, like how we can save your schools valuable time and money. We are happy to offer our services for optimizing your current and future scholastic goals and know that Alabama Community Colleges System will benefit from account management committed to supporting the total lifecycle of IT initiatives.

CDW offers an account management structure that focuses on providing value-added presales consulting and comprehensive support throughout the lifecycle management of your assets. When you work with CDW, you have access to expertise that is not available within your organization. Your CDW



Account Management Team coordinates with the applicable value-added resources to help your organization develop the best solution for your specific needs, challenges, and long-term goals.

Whether you need software, network communications, notebooks/mobile devices, data storage, video monitors, desktops and printers—or you require more advanced virtualization, collaboration, security, mobility, data center optimization and cloud computing solutions—CDW gets IT. Our team of technology experts and dedicated account managers will tailor a piece of equipment or an entire network to deliver the most effective and sustainable results. We will work closely with your organization and respond with solutions that provide robust functionality, efficiencies, and cost savings.

## **WE GET Environmental Sustainability**

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact. Our Environmental Management System (EMS) is a framework that we've built to serve as a common reference for communicating to our vendor partners, customers, regulators and others about environmental management topics.

**Our holistic approach to accelerate adoption of sustainable and socially responsible technology is enabled by our partnerships and our people. We foster environmental and societal impact while operating with sound principles. We amplify ESG by providing clean tech & cloud computing options for customers, serving social good sectors, and being responsible partners, among other efforts.**

### **Highest Standards at CDW**

We are proud to say that all of our distribution centers and two of our UK offices have received ISO 14001 certification – the international standard for environmental management systems. We work with our shipping partners to support environmentally preferable shipping methods implemented a program to increase the efficiency of shipping products going to the same area and have created smarter packaging that reduces waste.

[CDW's 2020 Environmental, Social, and Governance Report](#) demonstrates our commitment to operating responsibly and creating value for our coworkers, customers, communities, and investors. CDW's ESG report is built on our Circle of Service approach and on the CDW Way, the values we live by that keep us focused on what matters, ensuring consideration of our stakeholders and societal impacts.

All CDW distribution centers and two of our U.K. offices hold ISO 14001 certification, the international standard for Environmental Management. These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly.

### **Highest Standards for our Partners**

At CDW, over 1,000 leading and emerging vendor partners help us provide our customers with more than 100,000 products and services. A large number of our top vendor partners are themselves

committed to sustainability and have ESG programs, which is reflected in their reports and on their websites. We expect our vendor partners to maintain the highest standards of business ethics, integrity and respect for human rights, and become familiar and comply with our policies as outlined in our Partner Guide. We also expect vendor partners to operate their businesses in compliance with all applicable laws and to maintain lawful environmental, health and safety practices that meet or exceed all applicable laws and standards, as outlined in our Position on Human Trafficking and Slavery.

Through our supplier diversity program, CDW generates business opportunities that position diverse vendor partners and suppliers for economic sustainability, yield competitive advantages for our company and deliver exceptional technology experiences for our customers through innovation. Our supplier diversity program increases procurement opportunities with small, minority-owned, women-owned, veteran-owned, disabled-owned and other small, historically disadvantaged businesses. We recognize that partnering with vendor partners and suppliers who provide a diverse set of ideas – in addition to delivering support, goods and services – creates a significant competitive advantage for CDW and our customers.

### **Energy Management – Carbon Emissions**

At CDW, we look for opportunities to make meaningful reductions in our carbon footprint. Given the non-manufacturing nature of our operations, our facilities do not represent our greatest source of emissions. Rather, shipping and logistics functions present an opportunity for us to focus on carbon emission reductions through our relationships with value chain partners. More than 95% of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking and improving freight transportation efficiency.

We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions.

### **beGreen Program**

CDW implemented a formal beGreen program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. Our beGreen initiative provides coworkers with the platform to share ideas and take collective action to improve our environment. Areas of focus include:

- Coworker education
- Community awareness
- Recycling
- Resource conservation



The program is managed by a cross-functional team of coworkers from multiple CDW locations. This team collaborates internally and with members of the communities where we operate. During 2020,



despite the pandemic, the team continued to provide education about recycling and resource conservation in our facilities as well as ideas for coworkers when working remotely.

Reducing and eliminating waste through recycling, wherever possible, is ingrained throughout our organization. Our coworkers develop and lead efforts to help reduce waste to landfill from personal consumption and business use. Our dedicated beGreen staff continually looks for more ways to be environmentally responsible.

### **ISO 14001:2015 Certification**

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



## **WE GET Commitment to Diversity**

### **CDW Business Diversity; Billion Dollar Roundtable (BDR)**

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

CDW launched its Business Diversity program in 2007 and has seen increases in diverse spend since the program's inception. Since CDW does not manufacture products, such increases in spend are accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals. Currently there are 1,100+ partnerships with minority, women-owned and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to meet our customers' needs when applicable. At the heart of every diverse business program is the drive to foster inclusivity for diverse communities and drive local economic growth. As inequity remains a systemic issue in society, we continually evolve our program to align with our community, address their needs and endorse equal opportunity. Given our demonstrated progress driving diverse spend in the United States, we were committed to identifying and building a plan to establish an equitable supply chain that creates economic mobilization.

Since 2007 we have spent \$17 billion with certified small, diverse suppliers and currently feature over 1,100 diverse suppliers.

- In 2019:
  - CDW's overall diversity spend exceeded \$2 billion with small, diverse suppliers.
  - CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.
  - CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.
- In 2020:
  - CDW's overall diversity spend exceeded \$2.6 billion with small, diverse suppliers.
  - Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.
  - The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award. In 2021, CDW was also included in the Top Veteran-Friendly Companies by US Veteran's Magazine.
  - CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

Internally, CDW's Business Resource Groups (BRGs) play an important role in promoting an inclusive culture. They provide professional development, informal mentoring, and networking opportunities to its members. Business Resource Groups also provide a forum for coworkers to build awareness, celebrate their affinity area, collaborate with other BRGs, and provide business perspective on diversity and inclusion initiatives at CDW.

Our diversity and inclusion programs are detailed at <https://www.cdw.com/content/cdw/en/about/overview/diversity-and-inclusion/supplier-diversity.html>

[CDW's Annual Economic Impact Report](#) outlines the wide-ranging impact of our efforts regarding business diversity.

It is important to note that, though not a woman-owned company, since January 1, 2019, CDW has been led by a woman executive – CEO Christine Leahy. As of 2021, only 8.1 percent of FORTUNE 500 companies have a female CEO. Ms. Leahy has been with CDW for 19 years and previously served as the company's chief revenue officer, was the company's first general counsel and, previously, was a corporate partner in the law firm of Sidley Austin. In addition, 50% of our corporate officers are women.



## CDW's Partnerships Help Guide the Way

We maintain strong relationships with 1,000+ vendor partners to provide the best products, services, and support to our customers. Choose from over 100,000 technology products from industry-leading brands. With the industry's largest in-stock inventories, we'll have the technology you're looking for.

- Many of our top manufacturers and software publishers' representatives are onsite at CDW's sales offices to facilitate requests for info and assist with designing the best possible solutions.
- Your account team works with these resources to review product roadmaps, evaluate new models, and develop strategies for a smooth transition to new systems.
- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages and overstocks, as well as other disruptions related to supply and demand variability.
- We often secure additional inventory to offset any known supply issues.
- CDW works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments.
- CDW has awards & recognition from partners for developing & delivering exceptional solutions.

CDW Partnerships	
Partner	Designation
Adobe	Largest Platinum partner in the US and Worldwide
Apple	Largest Corporate Channel Partner in the US, Premium Corporate Reseller
Cisco	Largest U.S. Direct Reseller, Gold Certified Partner
Dell	#1 National Solution Provider Partner, Titanium Partner
HP Enterprise	#1 Global Channel Partner
HP Inc.	#1 Commercial Channel Partner, Platinum Partner
IBM	Platinum IBM Business Partner
Lenovo	#1 Global Partner
Microsoft	Gold Certified Partner
NetApp	Star Partner/Corporate Reseller Partner
TrippLite	#1 U.S. Partner, Premier Partner Status
VMware	Largest Corporate Reseller Among the America's Channel Partner Organization

Some of our strongest manufacturer and software publisher partnerships and designation levels are provided next.

## Apple – Premium Corporate Reseller

CDW and Apple have a very successful, established relationship. Apple products and services combined with CDW's logistics and services capabilities offer Alabama Community College System improved profitability and employee productivity while simplifying IT overhead and lowering overall costs. CDW is:

- Apple's Largest Corporate Channel Partner in the US
- Apple's only reseller with the designation Premium Corporate Reseller



We have CDW-dedicated Apple System Engineers, Apple-badged employees supporting CDW, CDW-badged Apple resources onsite, and Apple-certified Mobility Solution Architects. We are an Authorized Apple Corporate Reseller for Mac, iPad, unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories, and offer the full suite of mobility solutions including mobile device management, carrier activations, and application development.

## Cisco Gold Certified Partner

There is no other Cisco Gold Partner in the world that offers CDW's combination of expertise and experience. **We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner**, having attained the broadest range of expertise across multiple technologies.

- In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW **the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers**. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification.
- At the 2019 Cisco Partner Summit, CDW was recognized with the Global Award for Commercial Partner of the Year and nine geography and theater/area awards.

**CDW received the following awards at the 2020 Cisco Partner Summit:**

- CDW was a **Global Award Winner for Software Partner of the Year**. CDW also won:
  - Americas US Partner of the Year
  - Americas Marketing Partner of the Year
  - US Central Enterprise Partner of the Year
  - US South Commercial Partner of the Year
  - Canada Sales Acceleration Partner of the Year





- EMEAR Technology Excellence Partner of the Year: Data Center
- UK and Ireland Partner of the Year

CDW subsidiary IGW also won several awards including US West Outstanding Solutions Partner of the Year and US South DSI Solution Partner of the Year.

CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has over 1,300 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:

- 717 Cisco Certified Sales Experts
- 63 Cisco Certified Internetwork Experts
- 215 Cisco Certified Network/Design/Voice Professionals
- 322 Cisco Certified Network/Design Associates



In addition, CDW is actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest and greatest code prior to the general release of the product. It also lets CDW as an organization shape the products prior to shipping the first release level. There are only four partners in the world and a handful of customers that participate in the Cisco Early Field Trials. Generally, Cisco only invites 2 partners to each EFT opportunity. Most partners are only doing 3-4 EFT's at most. CDW participates in more than 20+ EFT's a year across Data Center, Engineering, Collaboration, and Security.

## Dell EMC Titanium Black Partner

In 2017, Dell EMC named CDW a Titanium Black Partner, a new status within the Titanium Tier of the Dell EMC Partner Program. Titanium status is reserved for partners that have shown exemplary commitment to Dell EMC.

- CDW is Dell's #1 Partner Worldwide.
- CDW is the only channel partner that stocks Dell EMC hardware.
- CDW has dedicated Dell EMC account managers.



Working with CDW and Dell Technologies for the latest technology means getting expert Dell EMC solution orchestration to help you stay competitive in the ever-evolving IT market. In addition, it means you have access to a solution provider with:

- Dell Enterprise technical pre-sales specialists
- Dell client solution specialists
- Dell-certified technology architects
- Dell-certified cloud architects and Dell EMC-certified data scientists
- Dell-certified implementation engineers

CDW services include:

- Ability to ship overnight ready-to-order items from the CDW warehouse
- Configuration, imaging, asset tagging and quality control
- Dedicated Dell EMC account managers
- CDW engineers on staff
- Two 24/7 network operation centers
- Over 50 dedicated resources

Awards:

- 2019 Go Big-Win Big New Business
- 2018 Go Big-Win Big New Business
- 2018 Client Solutions Partner of the Year
- 2017 Go Big-Win Big New Business
- 2017 achieved highest partner designation with Dell EMC – Titanium Black

## HPE Platinum Business Partner

CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference.



## HP Inc. Platinum Business Partner

CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert guidance and support.





## Lenovo – Largest Global Partner

CDW is Lenovo's largest Global Direct Response Channel Partner. We have extensive onsite support for Lenovo products including:

- A dedicated CDW Brand Management team
- Eleven dedicated Lenovo-badged account managers are onsite, covering all channels and regions of sales
- Twenty-six dedicated presales systems engineers, funded by Lenovo, answer all questions regarding Lenovo products, services, and programs
- Five Lenovo-funded partner specialists: two focused on services, the others on client products



CDW has access to Lenovo's entire product line for easy, in-stock selection and quick shipment. Our partnership lets us bring you exclusive pricing and money-saving offers on the Lenovo technology you need to power your business.

## Microsoft Gold Certified Partner

CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.



In addition, CDW has earned the following honors:

- M365 Customer Adds Partner of the Year
- WW/US Surface Partner of the Year
- US Surface Hub Partner of the Year

CDW is also an Azure Expert MSP.

CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.

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

For more information on CDW's brand offerings, please visit [www.cdw.com/content/brands](http://www.cdw.com/content/brands)





## Part 2: General Requirements & Specifications

### Response to Requirements & Specifications 3.1 – 3.21 of RFB

#### 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 acknowledges and complies with all sections, except as noted within the Exceptions to Requirements and Specifications. Also, please find our ISO Certificate in Part 2, section "Documents to Support our Bid."

#### 3.2 Incurring Costs

**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 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 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 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 understands and will comply should we need to amend our bid.

### 3.6 Vendor's Right 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 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 understands and complies.

### 3.8 Disclosure of Bid Content

**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 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 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 acknowledges and complies with all sections, except as noted within the Exceptions to Requirements and Specifications.

### 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-conflict-of-laws, 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 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 understands this provision.

### 3.13 Agreement of 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 provision 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 acknowledges and complies with all sections, except as noted within the Exceptions to Requirements and Specifications.

### 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 understands this provision.

### 3.15 Change in Vendor Representative

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

---

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 prior to making any requested changes.

### 3.16 Equipment Services and Schedule

**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 understands and will comply with this provision. Please see our Equipment and Services Schedule Section of this proposal response.

### 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.**

---

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.

### 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 acknowledges and complies with all sections, except as noted within the Exceptions to Requirements and Specifications.



### 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 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:**

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
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 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.**

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.



### 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 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.

## Response to Additional Specifications 3.22 – 3.53 of RFB

### 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.**

---

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**

A Fortune 500 company and member of the S&P 500 Index, CDW was founded in 1984 and employs approximately 11,000 coworkers. For the trailing twelve months having ended on September 30<sup>th</sup>, 2021, the company generated Net Sales of over \$20 Billion.

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

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.



### How customer satisfaction is measured

CDW's primary satisfaction measure comes from a semi-annual customer satisfaction survey which measures the customer's perception of and relationship with CDW. 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 – less than 4% of respondents have had unresolved issues that required follow-up. The positive comment that we receive most often is: *CDW is extremely customer focused.*

CDW also has weekly transactional satisfaction surveys for several departments: Customer Relations, Sales Contact Center and IT Services. These surveys are specific to a recent transaction rather than the overall CDW relationship.

### How customer service quality standards are measured.

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.

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.

### Customer Surveys

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 is a past winner of the Forrester Groundswell Award for B2B Listening.

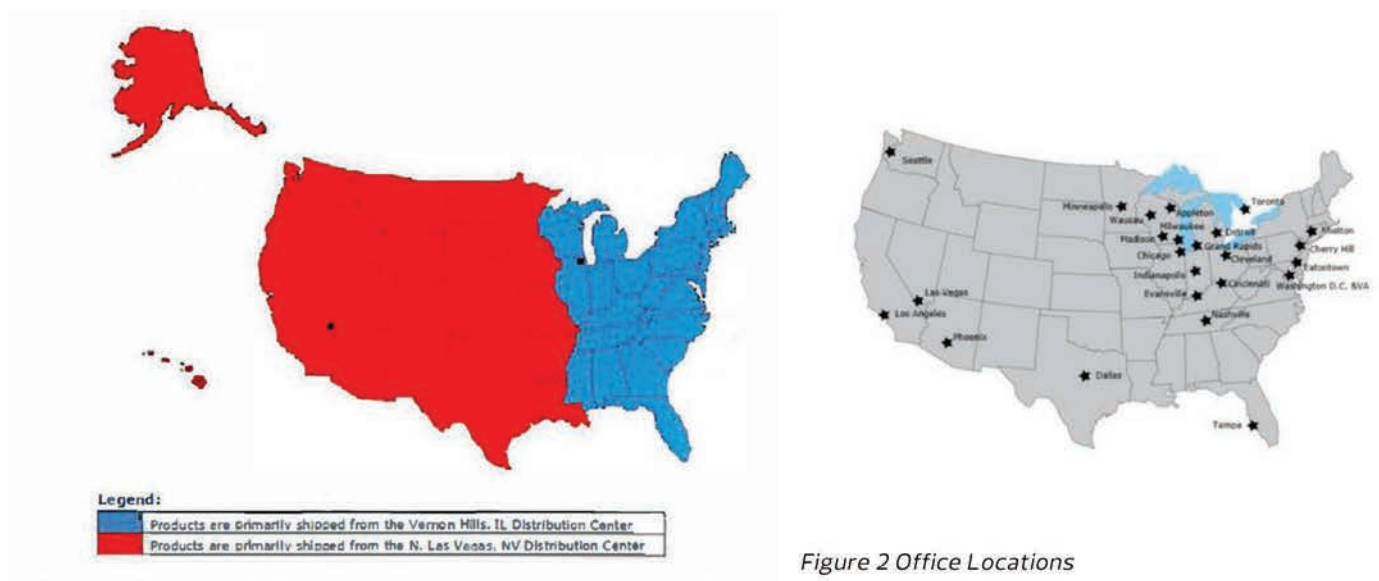
Results for several customer facing departments:

%Excellent/%Very Good* Ratings	
	Jun 2020
Overall Performance Account Manager	91%
Customer Service Staff	90%
Delivery Process	89%
*Scale: Excellent, Very Good, Good, Fair, Poor	

In 2016 the Customer Feedback Program began expanding the format of customer feedback. It now has 2 weekly feedback surveys in order to provide different departments real-time feedback: Customer Relations/Service and Sales Contact Center (a unique CDW Team that is designed to assist new and smaller employee sized customers). In addition, there are monthly surveys dedicated to 3 Services' teams.

## **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.



*Figure 1 Distribution Centers Coverage*

*Figure 2 Office Locations*

CDW operates the following distribution centers:

- 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.

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 Configuration Services Overview**

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

### **Hardware Configuration**

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

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

### **Software Configuration Management and Computer Imaging**

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

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

### **Custom Turnkey Solutions**

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

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



### IT Asset Management

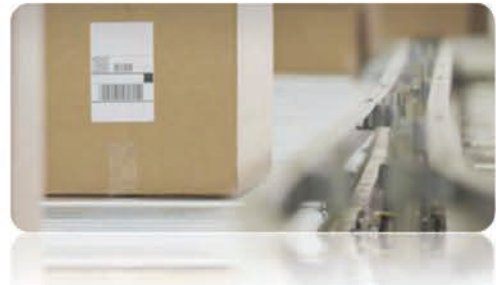
Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center. This not only standardizes your physical inventory, but also enhances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



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

### Custom Packaging and Simplified Distribution

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



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

### Remote Configuration Services

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



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



Out of scope of this response, please see our professional services. CDW Professional services engagements will require a mutually negotiated statement of work to ensure project satisfaction.

### **Professional Services**

CDW Services can be offered to you with an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency and resources of a multinational provider. CDW is ranked No. 5 on CRN's 2021 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources provide the assistance and scale your IT team needs – freeing them up to focus on delivering bottom-line value and innovation.

We get that every IT solution is unique, and that its delivery must be customized to meet your specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers and project managers will work with you to design, orchestrate and manage solutions that meet your needs and help you reach your IT goals. From configuration and maintenance to advanced engagements across infrastructure, workspace, security and support, CDW has the expertise you need to help with everything. Our technical support and professional services experts, architects and engineers give your IT team the time and focus they need to turn IT into a competitive advantage.

*Our services include:*

### **CDW Amplified™ Infrastructure Services**

Today, applications need to scale rapidly, and users need access to complex data at increasing speeds. It takes precise planning and execution to build a standards-based infrastructure that meets business needs. CDW Amplified™ Infrastructure services provide expertise, tools and resources to scale and future-proof your data center architecture. We help you upgrade your existing architecture and prepare for what's to come, whether you're on-premises, migrating to the cloud or already there.

### **CDW Amplified™ Workspace Services**

Security challenges, multiple tools and lack of resources can make it difficult to deliver the real-time collaboration experiences that employees expect. CDW Amplified™ Workspace services provide a comprehensive approach that allows employees to work from anywhere, on any device. We enable you to build a communications platform that grows with you, is rapidly adopted by end users and helps you improve business outcomes through seamless collaboration.

### **CDW Amplified™ Security Services**

Cybersecurity risks are higher than ever, and organizations require continuous defense, detection and dynamic responses against evolving threats while maintaining industry compliance. CDW Amplified™ Security services provide independent evaluations of your security posture and help you fortify your weaknesses. Our certified experts design comprehensive strategies and solutions for protection and response. We orchestrate advanced network defense techniques such as next-generation firewalls,

advanced endpoint protection and network visibility, content security, policy and access and more. And we manage solutions for complete threat visibility.

### CDW Amplified™ Support Services

IT teams are busier than ever – they aren't just keeping the lights on for everyday technology needs, they're driving innovation across organizations. IT teams no longer have time to drop everything for every broken laptop or lost password. CDW Amplified™ Support services deliver custom warranty, maintenance and support services that augment your IT staff so they can focus on maximizing business outcomes.

### CDW Amplified™ Data Services

CDW Amplified™ Data Services, including artificial intelligence (AI) and machine learning (ML) services, offer actionable insights that give you a stark competitive advantage. Design, build and deploy a modern data platform built for analytics and AI/ML solutions with optimal storing, transforming, discovering and operationalizing of your data.

### CDW Amplified™ Development Services

Growing technical debt in your application stacks and software delivery processes can bring your organization to a halt. CDW Amplified™ Development Services can modernize your applications, streamline delivery through DevOps, and write custom, cutting-edge apps that drive your business.

### Project Management

We understand that a well-defined project structure is important and key to the success of an engagement. CDW's Project Management Methodology provides a roadmap to the processes, roles, and checkpoints that govern work with our customers from proposal development through service delivery. CDW's Project Methodology offers flexibility and judgment, yet provides a clear path for the engagement to follow. We draw upon best practices derived from the IT Infrastructure Library (ITIL) framework. Our methodology enables us to support each customer engagement "The CDW Way." A dedicated CDW Project Manager will provide a single point of contact and escalation point to ensure the success of the entire project.

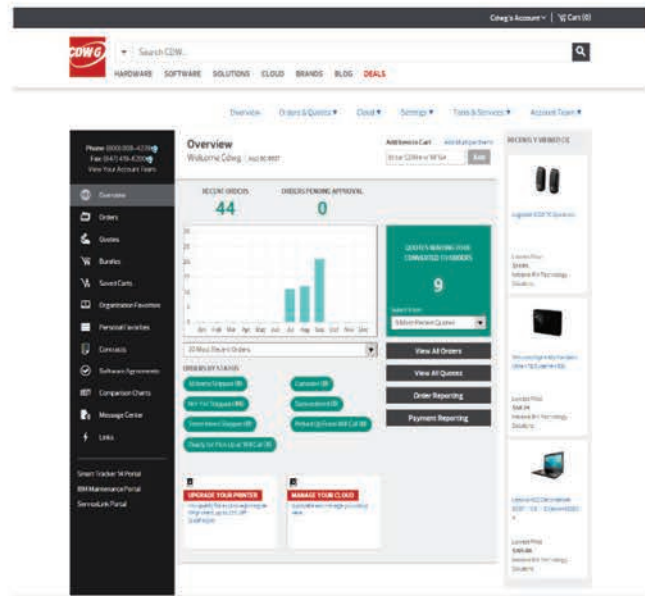
### Procurement Management Portal

Alabama Community College System has a customizable CDW Account Center that facilitates the ordering, tracking, and management of IT purchases. Authorized users and administrators access real-time information from one site, 24x7. Flexible reporting capabilities improve data management and the ability to make cost-effective decisions. This valuable tool, provided at no additional cost, is one more reason to partner with CDW.

## Ordering and Tracking

Your CDW Account Center makes the buying process simple and efficient, enabling authorized users to:

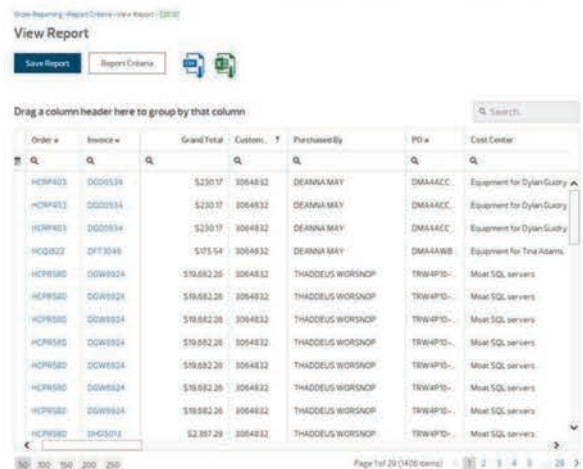
- Reduce time spent researching and purchasing
- Easily collaborate with the account team
- Create quotes quickly right from their shopping cart
- Create bundles for easy reordering
- Choose standard or express
- Access up-to-date order and delivery status
- Reprint a copy of any invoice or packing slip
- Initiate returns and request RMA numbers



## Asset Management and Reporting

Your CDW Account Center is a productivity-enhancing tool that promotes asset management and helps gather the depth and breadth of information your organization needs. Administrators will be able to:

- Promote product standardization
- Create customized catalogs
- Assign rights to specific groups of users
- Automate purchase approvals
- Maintain consistent pricing
- Retrieve purchase and payment history for the past three years
- Access information across an enterprise organization without having to log onto multiple web portals



Users are able to view standard reports and create and save custom reports. Reports can be generated for a variety of timeframes and differentiated by site, division, department, buyer, city, state, product, etc. Reports can be downloaded into Microsoft Excel, CSV, and tab-delimited files. In addition, your account manager is able to set up custom fields on your CDW Account Center to meet your specific reporting needs.



## **Integration with eProcurement Systems**

CDW works with many leading eProcurement systems such as Ariba, SAP, and Oracle to integrate procurement punch-out/roundtrip solutions that make it easier and more cost-effective for your organization. We have an eProcurement team specifically dedicated to integration.

## **EDI Communication Methods**

CDW supports a variety of communication methods. The preferred method is to use FTP with PGP encryption.

**FTP (File Transfer Protocol)** – CDW's FTP processing is flexible. We can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We also can exchange stream files – one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible. Either CDW or the Partner may host the FTP site. UserID and Password are required to access CDW's FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW uses PGP to encrypt data exchanged via FTP. PGP (Pretty Good Privacy) is widely available and uses public key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW can also support FTP using SSH or SSL session encryption.

**EDIINT-AS1** – This communication method uses the e mail system to transfer encrypted data over the Internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

**EDIINT-AS2** – This communication method uses the Internet to exchange data and an HTTP post (language of websites) to transfer encrypted data between CDW and the customer.

**HTTPS (Hyper Text Transmission Protocol, Secure)** – This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

**VANs (Value Added Networks)** – A VAN is the least desirable method due to the fees incurred for this third-party service. CDW will work with you to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to and from a VAN.

You'll always have access to your invoices through the [Payment Reporting](#) section of your Account Center (requires finance user permission), but we can also use the following invoice methods: paper invoices; P-Cards (compliant to level/tier 3); and electronic invoicing in ANSIx12 4010 EDI, XML, cXML or mapped flat file formats. Visit [www.cdw.com/edi](http://www.cdw.com/edi) for more information.

### **Featured eProcurement Partners**



### **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.

## **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 1PA-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.**

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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 quarterly report in addition to a sample cross-section of a report in the "Documentation to Support our Bid" section of the proposal.

## **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.**

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ACCS currently has access to your CDW·G e-procurement website found at: <https://www.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 price.



### 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 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:

- |                   |              |
|-------------------|--------------|
| · Apple           | · Tripp Lite |
| · APC             | · Adobe      |
| · Belkin          | · Toshiba    |
| · Xerox           | · Viewsonic  |
| · Cisco           | · Fujitsu    |
| · Hewlett-Packard | · Epson      |
| · VMware          | · IBM        |
| · Canon           | · Brother    |
| · Lenovo          | · Lexmark    |
| · Microsoft       | · Intel      |
| · Samsung         | · Xerox      |
| · Kingston        | · McAfee     |
| · Extreme         | · Dell       |
| · Symantec        | · NetApp     |
| · Planar          |              |

For a full listing of our manufacturers, please see our website:

<https://www.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 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

<https://www.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 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 <https://www.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 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. COW·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**

COW-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 <https://www.cdwg.com/alpostsecondary> or contact your dedicated CDW-G account manager.

**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.**

Everything that we sell comes with OEM support and additionally CDW provides free tech support. 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.

**Product Troubleshooting**

- Product Support
- Download Support
- Install Support
- Cloud Support

**Chat with Technical Support**

Mon-Fri 7am-7pm CT

**Email Technical Support**

Reply within 24 hours

**800.383.4239**

Mon-Fri 7am-6pm CT

### 3.26 Primary Account Representation

**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.**

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#### **Account Management Team**

Your dedicated account management team is responsible for managing your procurement needs and overseeing all facets of your account. **Tyler Davis, Executive Account Manager is your Primary Account Representative. Trish Karakash is your supervisor of performance on agreement.**



#### **Tyler Davis, Executive Account Manager**

**P: 312 – 705 – 9018, E: [tyledav@cdwg.com](mailto:tyledav@cdwg.com)**

**Tyler Davis serves as Alabama Community College System's primary point of contact.** Tyler Davis is available on an as-needed basis to tackle all of Alabama Community College System's product quote, order placement, and problem resolution needs. With over 19 years of CDW tenure, Tyler Davis is highly trained to address your questions and concerns. Having managed numerous accounts based in the Southeast region, Davis is extremely familiar with the processes, challenges, and needs that are specific to organizations similar to Alabama Community College System.



#### **Michael Auman, Professional Services Manager**

**P: (847) 465 – 6000, E: [Michael.auman@cdw.com](mailto:Michael.auman@cdw.com)**

Michael Auman serves as Alabama Community College System's Professional Services Manager. Auman provides leadership and support for Sales, Solution Architects and Services Teams within Alabama, to ensure client success. Based in Tennessee, Auman will be available to arrange site visits for business reviews and other meetings, on a regular or as-needed basis.



#### **Mike Long, Sales Manager**

**P: (312) 705 – 2060, E: [mikelon@cdw.com](mailto:mikelon@cdw.com)**

Mike Long, oversees your account team and helps to develop strategies that best serve your organization's long-term success. Mike Long spends a significant amount of time meeting with customers to understand the dynamics of their local markets and to ensure that they take full advantage of CDW's offerings. Also, Long is responsible for building and maintaining strong relationships locally with our top OEM partners. Long's ability to leverage those relationships will greatly benefit your organization. Mike Long has been employed at CDW since 2006.



**Michael Durand, Area Sales Director****P: (203) 851 – 7041, E: michdur@cdw.com**

Michael Durand has been employed at CDW for approximately years 15 serving in various roles. Their responsibilities include growing executive relationships with key partners and customers. Also, Durand is responsible for the ongoing development and training of the sales managers in his region. Michael Durand is committed to the success of the CDW-G partnership and will leverage their relationships whenever possible to ensure that your organizational needs are continually met.

**Trish Karakash, Program Manager****P: (847) 371 – 5819 E: patrk@cdw.com**

Trish Karakash is a contract management specialist who focuses exclusively on administering agreements between CDW and our customers. If awarded for this opportunity, Trish Karakash will work to ensure that CDW remains compliant with our Alabama Community Colleges System contract and government regulations, as applicable.

**Additional Presales Consulting Expertise**

A unique advantage of CDW's business model is that Alabama Community College System has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Account Team includes highly trained presales specialists who are experts in areas of technology or for specific partner products. Your account manager engages these value-adds to bring ACCS the best advice and technology solutions to meet your needs. Your account team coordinates meetings with ACCS and vendors to review needs, standards, and roadmaps. Also, your account team can access dedicated manufacturer representatives onsite at CDW's sales offices to provide guidance and support.

**Technology Specialists**

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

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



### Presales Systems Engineers

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

### Solution Architects

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

### Onsite Vendor Representatives

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

### Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW-G has customer relations representatives who are available to resolve post-sales inquiries from phone calls from 7:00 a.m. until 6:00 p.m. CT, Monday through Friday, and inquiries from chat from 7:00 am until 7:00 pm CT. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW-G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

## 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.**

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Please find the following three references of similar scope and with the requested information.

**1. Lawson State Community College**

Contact Name James Mankowich

Contact Position Director – Information Management Systems

Address 3060 Wilson Rd SW  
Birmingham, AL 35221-1798

Contact Phone (205) 929 – 3498

Description CDW·G datacenter, networking, and device customer

Contact Email [jmankowich@lawsonstate.edu](mailto:jmankowich@lawsonstate.edu)

**2. Trenholm State Community College**

Contact Name Jody M. Noles

Contact Position Director of Information Technology

Address 1225 Air Base Blvd  
Montgomery, AL 36108

Contact Phone (334) 420 – 4232

Description CDW·G datacenter, networking, and device customer

Contact Email [jnoles@trenholmstate.edu](mailto:jnoles@trenholmstate.edu)

**3. Drake State Technical College**

Contact Name Victor Harlow

Contact Position IT Support Specialist

Address 3421 Meridian St. N  
Huntsville, AL 35811

Contact Phone (256) 551 – 3126

Description CDW·G datacenter, networking, and device customer

Contact Email [Victor.harlow@drakestate.edu](mailto:Victor.harlow@drakestate.edu)

### 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.**

---

Please see the "Equipment and Services Schedule" section of our proposal for our complete pricing offer.

### 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 understands and complies 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.**

---

Please see our section of Part 2 of this proposal labeled "Equipment and Services Schedule."

### 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 understands and will comply with this provision.

### 3.32 Title Passage

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

---

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).

### 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 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**
- 

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](#)

- 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.**

---

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.

### 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).**

---

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.

### 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.**

---

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 NON-INFRINGEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY DAMAGES, NEITHER PARTY'S LIABILITY WILL 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.**

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.

### 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 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.



#### Product Troubleshooting

- Product Support
- Download Support
- Install Support
- Cloud Support



#### [Chat with Technical Support](#)

Mon-Fri 7am-7pm CT



#### [Email Technical Support](#)

Reply within 24 hours



#### 800.383.4239

Mon-Fri 7am-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.**

---

For section 3.40 Product Delivery, CDW·G seeks to clarify and offer the following 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 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.**

---

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.

### 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 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.**

---

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 grossly 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).

### 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 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. Please visit <https://www.cdwg.com/alpostsecondary>.



### 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.**

---

For section 3.46 Ethics, CDW-G seeks to clarify and offer the following language:

- 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 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.**

---

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 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 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 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 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 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 understands and complies. We have included our complete Vendor Disclosure Statement in Part 2, section "Documentation to Support Our Bid."



# Documentation to Support our Bid

## Qualifying Forms Requiring Completion

On the following pages, please find the following documents:

1. Certificates of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (ACT 2011-535, as amended by Act 2012-491)
2. E-Verify Memorandum of Understanding
3. State of Alabama Disclosure Form
4. Immigration Status Form
5. Memorandum of Understanding
6. W-9 Form
7. ISO Certifications We Honor
8. Reporting

## ISO Certifications That We Honor

### **Industry Quality Awards**

The certifications we hold are listed below and provide assurance that our processes align with industry-held standards of quality.

- HIPAA – CDW complies with all applicable HIPAA regulations, including those related to auditing.
- SSAE16 SOC1 Type 2 – CDW Managed Services has had clean, annual PCI and SAS70 Type II (and now SSAE16) audits since 2004.
- ISO Certification – ISO is the International Organization for Standardization. CDW holds the following ISO certifications:
  - ISO 9001:2015 recognizes our Quality Management System (QMS). Our QMS includes our Quality Policy, processes, work instructions, and records. Our QMS ensures that we follow guidelines in performing our responsibilities and record keeping, providing continuous improvement while reducing cost.
  - ISO 14001:2015, based on an international standard, recognizes our environmental consciousness as measured by the types and amounts of wastes and discharges we create.
- ISO 28000, and ISO 27001 certifications
- Other ISO certifications
- PCI Level 1 Compliance – CDW Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that its Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council.

Please find our Official ISO 9001 Certification on the following page.

**CDWG** **SAMPLE QUARTERLY REPORTING**

Price List	Contract Number	Contract Description	Customer Number
ACC	ACCSITJPA-2019-0010	Alabama Community College System ACCS IT JPA	111111
ACC	ACCSITJPA-2019-0011	Alabama Community College System ACCS IT JPA	222222
ACC	ACCSITJPA-2019-0012	Alabama Community College System ACCS IT JPA	333333
ACC	ACCSITJPA-2019-0013	Alabama Community College System ACCS IT JPA	444444
ACC	ACCSITJPA-2019-0014	Alabama Community College System ACCS IT JPA	555555



## Alabama Community College System October 1, 2021 to December 31, 2021

Customer Name	Customer Order Ref (P.O.)	Invoice Date	Invoice Number	Order Number
LURLEEN B WALLACE COMMUNITY COLLEGE	P0002250	10/01/2021	ABC1234	SAMPLE1
JEFFERSON STATE COMMUNITY COLLEGE	P0002549	10/01/2021	ABC5678	SAMPLE2
LAWSON STATE COMMUNITY COLLEGE	P0003244	10/01/2021	ABC9102	SAMPLE3
UNIVERSITY OF MOBILE	21441	10/01/2021	ABC3456	SAMPLE4
BISHOP STATE COMMUNITY COLLEGE	P0002131	10/02/2021	ABC7890	SAMPLE5

Order Date	Item Number	Manufacturer Part #	Item Type Description	Item Class Description
08/05/2021	3795226	LDPH3IW8-A	Cables (W)	Network Cable Accessories (PT)
08/27/2021	1729028	1752264	Point of Sale/Data Capture (F)	Thermal Printers (TH)
09/29/2021	4036867	U9BA4E	Services (Partner Delivered) (Q)	Warranties-Product Protection (WA)
09/29/2021	6424087	WM75A	Video & Audio (V)	Interactive Flat Panel Display (VT)
08/04/2021	5448939	CSC21AC	Carts and Furniture (O)	Charging Carts (C2)

Manufacturer Name	Item Description	Total Quantity	Total Sales
Panduit (PND)	PANDUIT TAMPER RES 2 PIECE RACEWAY (3795226)	5	\$127.85
DYMO (COS)	DYMO LABELWRITER 450 LABEL PRINTER (1729028)	1	\$97.42
HP Inc Services (HPU)	HP 3Y PICKUP RETURN NB ONLY SVC (4036867)	20	\$1,586.80
Samsung Digital Signage (SSV)	SAMSUNG 75IN FLAT PANEL DISPLAY (6424087)	11	\$31,889.00
Tripp Lite (TRI)	TRIPP AC CHARGING CART 21-PORT (5448939)	2	\$1,927.16



6th Level Short Description	7th Level Short Description
2YR	LB WALL CC ANDA
2YR	JEFF ST CC JEFF
2YR	LAWS ST CC
4YR	U MOBI
2YR	BISH ST CC MAIN

## Exceptions to Requirements and Specifications

Please see the following pages for Legal Clarifications to General Requirements and Specifications and Return Policies.

## 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-2022-01 ("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.

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 prior to making any requested changes.
- 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](#)
- 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

- 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. IN THE EVENT OF ANY DAMAGES, NEITHER PARTY'S LIABILITY WILL 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 grossly 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](mailto: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.

