

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**  
**For**  
**SOFTWARE**  
**#03071615**

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The SOFTWARE contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the One Percent (1%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 1% to the invoice presented to customer.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay 1% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 1% is mailed. Failure to pay 1% participation fee will result in termination of contract.

## Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 03071615". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

## **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating “Per TIPS Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

**Legal obligations**

It is the responding vendor’s responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after



occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
- 

Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or special terms and conditions.

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

( ) We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information |                                     | Contact Information |  | Ship to Information |
|-----------------|-------------------------------------|---------------------|--|---------------------|
| Bid Creator     | Mr. David Mabe National Coordinator | Address             | Region VIII Education Service Center<br>4845 US Highway 271 North<br>Pittsburg, TX 75686 | Address             |
| Email           | david.mabe@tips-usa.com             | Contact             | Kim Thompson,<br>Coordinator of Office Operations  | Contact             |
| Phone           | +1 (903) 243-4759                   | Department          |  | Department          |
| Fax             | +1 (866) 749-6674                   | Building            |  | Building            |
| Bid Number      | 03071615                            | Floor/Room          |  | Floor/Room          |
| Title           | Software                            | Telephone           | +1 (866) 839-8477  | Telephone           |
| Bid Type        | RFP                                 | Fax                 | +1 (866) 839-8472  | Fax                 |
| Issue Date      | 05/01/2015                          | Email               | bids@tips-usa.com  | Email               |
| Close Date      | 6/12/2015 3:00:00 PM CT             |                     |  |                     |
| Need by Date    |                                     |                     |  |                     |

## Supplier Information

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

Contact  
 Department  
 Building  
 Floor/Room

Telephone 1 (800) 8084239  
 Fax 1  
 Email

Submitted 6/10/2015 3:13:29 PM CT  
 Total \$0.00

Signature Brandi Steckel

Email demiutl@cdw.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

| Date     | Subject                    | Message   |
|----------|----------------------------|---|
| 05/07/15 | Pre-Bid Webinar            | <p>1. Click to start and join at the specified time and date:<br/> <a href="https://global.gotowebinar.com/join/6725893313349788930/724887489667689990">https://global.gotowebinar.com/join/6725893313349788930/724887489667689990</a><br/> Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p>TO USE YOUR COMPUTER'S AUDIO:<br/> When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p>TO USE YOUR TELEPHONE:<br/> If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States<br/> Long Distance: +1 (415) 655-0051<br/> Access Code: 749-762-945<br/> Audio PIN: Shown after joining the webinar</p> |
| 05/07/15 | Pre-Bid Webinar            | <p>Time and date of the webinar:<br/> Friday, May 8, 2015<br/> 2:00 PM CST</p>  |
| 05/13/15 | Pre-Bid Webinar (Recorded) | <p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar:<br/> <a href="https://www.tips-usa.com/prebidmeeting.html">https://www.tips-usa.com/prebidmeeting.html</a><br/> (You must have a video player plugin for your browser to view the recording.)</p>   |
| 05/15/15 | Pricing                    | <p>There was not a pricing spreadsheet template uploaded to the "Attachments" tab. Responding vendor must create their own spreadsheet in Excel format and upload the document to the "Response Attachments" tab, pricing section.</p>  |
| 06/04/15 | Administrative Fee         | <p>There was a discrepancy in the Software RFP regarding the Administrative Fee. In all sections and attribute questions, the TIPS Administrative Fee should be 1%. If you answered Question #11 in the Attributes tab, "Pricing submitted includes a 2% TIPS participation fee?", with a "NO" because it showed 2% and not 1%, but you would be willing to pay a 1% Administrative Fee, please email the TIPS Office at <a href="mailto:bids@tips-usa.com">bids@tips-usa.com</a> notifying them of your agreement to pay 1%. If you checked "YES" to Question #11, no further action is necessary and you will only pay 1%. Please note: If you said, "NO" to Question #11 that you will not pay an Administrative Fee, a contract will not be awarded to your company. If you have any questions please contact the TIPS Office. Thank you.</p>   |

Please review the following and respond where necessary

| # | Name                     | Note   | Response     |
|---|--------------------------|--|--------------|
| 1 | Yes - No                 | Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. | No           |
| 2 | Yes - No                 | Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.                                | No           |
| 3 | Yes - No                 | Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?   | No           |
| 4 | Company Residence (City) | Vendor's principal place of business is in the city of?  | Vernon Hills |

|    |                                     |   |   |
|----|-------------------------------------|---|---|
| 5  | Company Residence (State)           | Vendor's principal place of business is in the state of?  | Illinois  |
| 6  | Felony Conviction Notice:           | (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)   | (No Response Required)  |
| 7  | Yes - No                            | A publicly held corporation; therefore, this reporting requirement is not applicable?   | Yes   |
| 8  | Yes - No                            | Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.  | No  |
| 9  | Pricing Information:                | Pricing information section. (Questions 10 - 13)  | (No Response Required)  |
| 10 | Yes - No                            | In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section. | Yes   |
| 11 | Yes - No                            | Pricing submitted includes the 2% TIPS participation fee?   | Yes   |
| 12 | Yes - No                            | Vendor agrees to remit to TIPS the required 2% participation fee?   | Yes   |
| 13 | Yes - No                            | Additional discounts to TIPS members for bulk quantities or scope of work?  | Yes   |
| 14 | Start Time                          | Average start time after receipt of customer order is ____ working days?  | 1   |
| 15 | Years Experience                    | Company years experience in this category?  | 17  |
| 16 | Yes - No                            | The Vendor can provide services and/or products to all 50 US States?  | Yes   |
| 17 | States Served:                      | If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)  |   |
| 18 | Company and/or Product Description: | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)  | CDW•G is a leading provider of technology solutions for government, education, and healthcare organizations. Our customer service model offers one-on-one relationships with dedicated account managers, working with customers to tailor technology solutions specific to their needs. Combining personalized account manager interaction with industry-leading distribution and shipping capabilities, CDW•G provides fast shipments from one of the industry's largest in-stock inventories. Its proven ability to adapt—to new technologies, markets, environments and leaders—bodes well for CDW•G's future success. By embracing change with a strong focus on its customers, coworkers and community, CDW•G is positioned to |

lead its industry for years to come.

|    |                              |  |  |
|----|------------------------------|--|--|
| 19 | Resellers:                   | Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. | No   |
| 20 | Primary Contact Name         | Primary Contact Name   | Mike Mederich  |
| 21 | Primary Contact Title        | Primary Contact Title  | Account Manager  |
| 22 | Primary Contact Email        | Primary Contact Email  | mikemed@cdw.com  |
| 23 | Primary Contact Phone        | Enter 10 digit phone number. (No dashes or extensions)   | 8662513341   |
| 24 | Primary Contact Fax          | Enter 10 digit phone number. (No dashes or extensions)   | 3127057753   |
| 25 | Primary Contact Mobile       | Enter 10 digit phone number. (No dashes or extensions)   | 8662513341   |
| 26 | Secondary Contact Name       | Secondary Contact Name   | Amy Skalon   |
| 27 | Secondary Contact Title      | Secondary Contact Title  | Sales Operations Supervisor  |
| 28 | Secondary Contact Email      | Secondary Contact Email  | amyska@cdw.com   |
| 29 | Secondary Contact Phone      | Enter 10 digit phone number. (No dashes or extensions)   | 8777588448   |
| 30 | Secondary Contact Fax        | Enter 10 digit phone number. (No dashes or extensions)   | 3127057733   |
| 31 | Secondary Contact Mobile     | Enter 10 digit phone number. (No dashes or extensions)   | 7089557225   |
| 32 | 2% Contact Name              | 2% Contact Name  | Melissa Johnston   |
| 33 | 2% Contact Email             | 2% Contact Email   | melijoh@cdw.com  |
| 34 | 2% Contact Phone             | Enter 10 digit phone number. (No dashes or extensions)   | 3127052069   |
| 35 | Purchase Order Contact:      | This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)  | (No Response Required)   |
| 36 | Purchase Order Contact Name  | Purchase Order Contact Name  | Kathryn Haran  |
| 37 | Purchase Order Contact Email | Purchase Order Contact Email   | Kathryn.haran@cdw.com  |
| 38 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions)   | 8663395674   |
| 39 | Company Website              | Company Website (Format - www.company.com)   | www.cdwg.com   |
| 40 | Federal ID Number:           | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)  | CDW•G's FEIN is 36-4230110. Please also see our filings under our parent company CDW LLC 36-3310735. |
| 41 | Primary Address              | Primary Address  | 230 N. Milwaukee Avenue  |
| 42 | Primary Address City         | Primary Address City   | Vernon Hills   |
| 43 | Primary Address State        | Primary Address State (2 Digit Abbreviation)   | Illinois   |
| 44 | Primary Address Zip          | Primary Address Zip  | 60061  |



45 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

CDW, CDW-G, CDWG, CDW\*G, CDW Government, Software, Adobe, Adobe Acrobat, Adobe Creative, arcserve, McAfee, McAfee Endpoint Protection, Microsoft, Microsoft Exchange, Microsoft 365, Office 365, Microsoft Word, Microsoft PowerPoint, Microsoft Office, Microsoft Excel, Microsoft SQL, Microsoft Windows 8, Symantec, Symantec Backup Exec Family, VMware, VMware vSphere, backup agents and options, backup software, backup, data archive software, replication software, SRM software, Storage Networking/SAN Software, application suites, applications, CAD, CAM, CAD/CAM software, cloud collaboration software, document management software, financial software, financial, project management software, data modeling software, data modeling, database software, developer tools, report and analysis, technical support software, technical support, audio editing software, desktop publishing, font and color management, forms management, photo editing software, web development software, web publishing software, asset management software, deployment software, emulation software, help desk software, network management software, patch management software, apple software, Linux software, windows client software, windows network software, encryption software, firewall software, remote desktop software, antivirus software, antivirus, security, e-mail software, email, fax software, instant communication software, web conferencing software, application virtualization software, client virtualization software, server virtualization software

46 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

Yes

47 Prices are guaranteed for?

(\_\_ Month(s), \_\_ Year(s), or Term of Contract) (Standard term is "Term of Contract")

Term of Contract

---

Line Items

---

Response Total: \$0.00

---

## CDW Government LLC Certificates

We maintain strong relationships with our manufacturer partners in order to provide the best products, services and support to our customers. Top manufacturer partners have full-time representation at CDW•G's sales offices to facilitate requests for information and assist with designing the best possible solution. Your Account Team will also work with these resources to review product roadmaps, evaluate new models, and develop strategies to ensure a smooth transition to a new system.

CDW•G's top partner distinctions include the following:

- HP Diamond Level Partner
- IBM Diamond Level Premiere Business Partner
- Cisco Diamond Level Gold Certified Partner
- Microsoft Diamond Level Gold Certified Partner
- EMC Diamond Level Signature Level Solutions Provider
- Lenovo Diamond Level Largest Channel Partner
- NetApp Diamond Level Partner
- VMware Gold Certified Partner
- Symantec Diamond Level Platinum Partner
- McAfee Gold Level Select Partner

Many manufacturers choose CDW•G as their primary reseller because of our vast distribution network and the value-added services that we provide to our customers. CDW•G invests heavily in training and certifying our Account Managers and technical staff. We work closely with our vendor partners to remain current with the latest technologies and to deploy and manage those technologies in customer environments. CDW•G has received awards and recognition from our manufacturer partners for developing and delivering exceptional solutions.

CDW•G holds numerous industry accreditations and is authorized and sells over 1,300 different manufacturers' products. Listed below are just a few:

- 2014 Cisco US Nationals Commercial Partner of the Year
- 2014 Cisco US East Area Commercial Partner of the Year
- 2014 Cisco US East Area Architectural Excellence Partner of the Year – Borderless Networks
- 2014 Cisco US East Area Partner of the Year
- 2014 Cisco US Central Area Enterprise Partner of the Year
- 2014 Cisco US West Area Cisco Meraki Elevate Partner of the Year
- 2014 Cisco Public Sector State and Local Government Partner of the Year
- 2014 Cisco Public Sector Cisco Meraki Elevate Partner of the Year
- Microsoft 2014 US OEM Reseller of the Year
- Microsoft 2014 US Device Partner of the Year
- HP & Microsoft 2014 Outstanding Frontline Partner in Virtualization and Private Cloud
- Microsoft 2014 Experience Center (MEC) Partner of the Year
- Microsoft 2014 Healthcare Partner of the Year
- VMware 2014 Global vCloud Air Hybrid Service Partner of the Year
- VMware Early Access Provider Program participant for the hybrid cloud pre-launch
- Aruba Networks Partner of the Year for the Americas – 2014

**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If you company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES  NO



6/10/2015

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

Brandi Steckel, Manager - Proposal Teams

\_\_\_\_\_  
Printed Name of Authorized Company Official

CDW Government LLC

\_\_\_\_\_  
Company Name

*Attach to this page a current W-9 form*

*Please complete the forms below*



300 N. Milwaukee Ave.  
Vernon Hills, IL 60061  
CDW.com

January 1, 2015

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (300 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC's main location is 230 N. Milwaukee Ave, Vernon Hills, IL 60061. However, both addresses are physical CDW locations. In addition, CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at [taxteam@cdw.com](mailto:taxteam@cdw.com) should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES BS Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES BS Initial of Authorized Company Official

---

**SUSPENSION OR DEBARMENT CERTIFICATE**

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES BS Initial of Authorized Company Official

***Certification Regarding Lobbying***

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

CDW Government LLC

\_\_\_\_\_  
Name of Organization

230 N. Milwaukee Avenue Vernon Hills, IL 60061

\_\_\_\_\_  
Address of Organization

Brandi Steckel, Manager - Proposal Teams

\_\_\_\_\_  
Name / Title of Submitting Official

  
\_\_\_\_\_  
Signature of Submitting Official

June 10, 2015

\_\_\_\_\_  
Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES BS Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES BS Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES BS Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**



**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES BS Initial of Authorized Company Official

**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES BS Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES BS Initial of Authorized Company Official

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES BS Initial of Authorized Company Official

**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES BS Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES BS Initial of Authorized Company Official

---

## SUSPENSION OR DEBARMENT CERTIFICATE

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO  Initial of Authorized Company Official

YES  Initial of Authorized Company Official

Company Official: Brandi Steckel, Manager - Proposal Teams

Company: CDW Government LLC

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: CDW Government LLC

Mailing Address: 230 N. Milwaukee Avenue

City: Vernon Hills


State: IL

Zip: 60061

Telephone Number: (312) 547-2993

Fax Number: (312) 705-9130

Email Address: demiutl@cdw.com

Authorized Signature: 

Printed Name: Brandi Steckel

Position: Manager - Proposal Teams

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McMatt 7-16-15  
TIPS Authorized Signature Date

David Wayne Fitts 7-16-15  
Approved by Region VIII ESC Date

|                   |
|-------------------|
| <b>References</b> |
|-------------------|

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

| Organization        | City            | State | Contact Name                          | Contact Phone  |
|---------------------|-----------------|-------|---------------------------------------|----------------|
| Wylie ISD           | Wylie           | Texas | Chris Lamb, Director of Technology    | (972) 442-5444 |
| DeSoto ISD          | DeSoto          | Texas | Rem Masacardo, Director of Technology | (972) 223-3873 |
| Sulphur Springs ISD | Sulphur Springs | Texas | Rodney White, Director of Technology  | (903) 885-2158 |

## **CDW Government LLC Warranty Information**

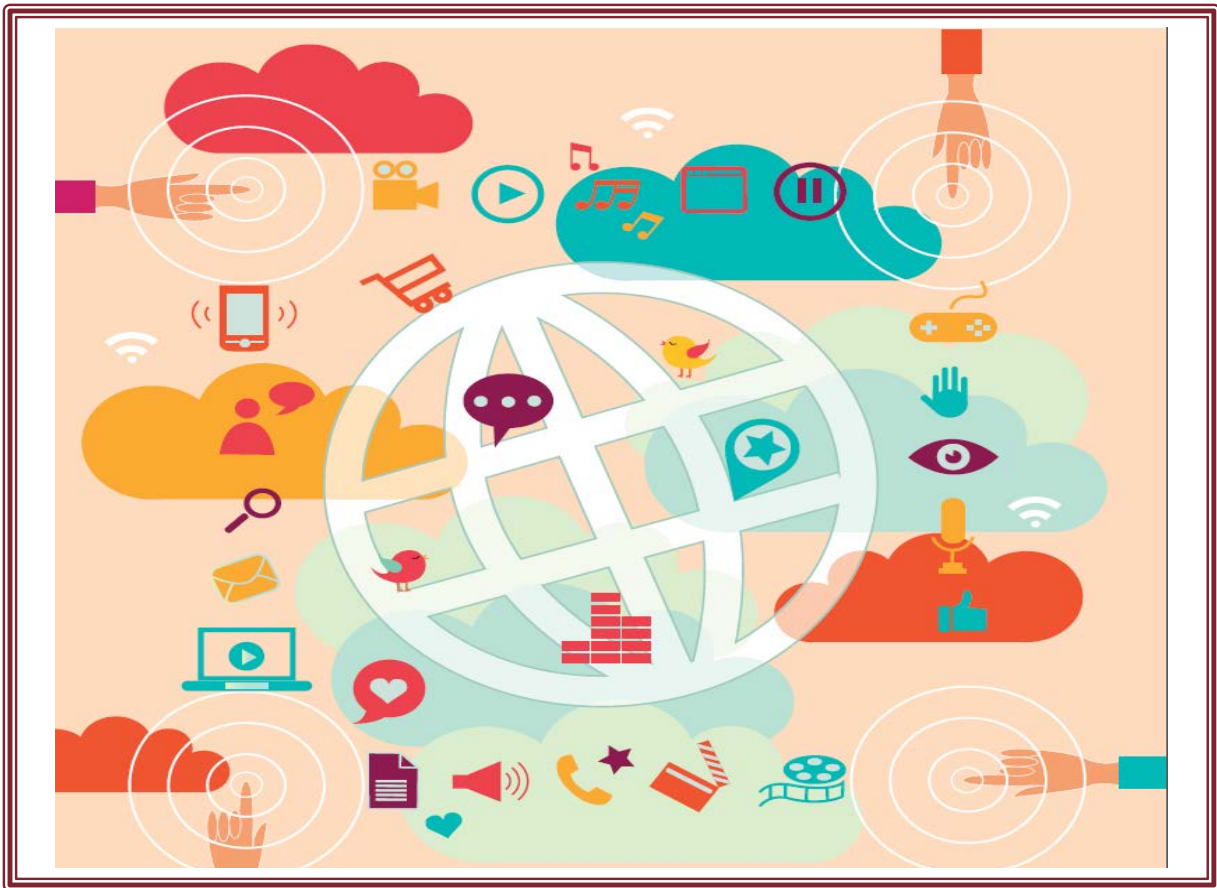
All products sold by CDW•G come with the manufacturer's standard warranty. Since CDW•G is not the manufacturer of the products purchased by TIPS, we do not directly provide warranties for any products. The level of service provided by these warranties varies by product and manufacturer. For issues regarding a standard warranty, TIPS should contact the manufacturer.

# The Interlocal Purchasing System

Software RFP

June 12, 2015

Digital Copy



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





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

P: 847.371.5800  
F: 847.465.6800  
Toll-Free: 800.808.4239

[www.cdwg.com/PeopleWhoGetIT](http://www.cdwg.com/PeopleWhoGetIT)

The Interlocal Purchasing System  
Kim Thompson, Coordinator of Office Operations  
Region VIII Education Service Center  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686

June 12, 2015

**RE: RFP for Software**

Dear Ms. Thompson,

The Interlocal Purchasing System (TIPS) seeks to establish a partnership to satisfy the software needs of the education and government entities you service across the nation. Having served the public sector since 1984 under our parent company CDW, CDW Government LLC (CDW•G) has been focused solely on the needs of our government, education, and healthcare customers since our inception in 1998. By specializing in these segments, we have the knowledge and the experience to anticipate and meet the unique technological needs of your academic and government entities.

As a valued partner since 2006, you are aware that CDW•G offers all of our customers one-on-one relationships with dedicated account managers who work in partnership with the customers to find technology solutions tailored specifically to their needs. Receiving approximately eight hours per month in software product trainings, our account managers have the knowledge and experience to assist municipal governments, K-12 and Higher Education institutions, as well as enterprise-class state agencies with software purchases. TIPS customers will also benefit from our extensive partner network, which will give them access to the top software products they need to keep their organizations running smoothly.

TIPS can rest assured that CDW's more than 30 years of financial strength, strong manufacturer partnerships, and technical expertise will continue to meet the software needs of your customers. We look forward to furthering our long-term business partnership with TIPS. Should you have questions regarding our proposal, please contact proposal writer Demi Utley at 312.547.2993 or [demiutl@cdw.com](mailto:demiutl@cdw.com)

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandi Steckel".

Brandi Steckel  
Manager, Proposal Teams



# Supplementary Information

## Requirement

It is the intent of TIPS to contract with a reliable, high performance vendor to supply software and volume licensing programs to public agencies in the United States. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the using agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

## Response

At CDW Government LLC (CDW•G), we not only understand technology but we understand the needs of our state and local customers. We know that every purchasing entity is unique, and we train our Account Teams to become experts in order to provide your customers with solutions specific to their requirements.

Having partnered with TIPS since 2006 and given the multiple TIPS contracts we currently hold, our knowledge of your purchasing needs and proven ability to meet your contract requirements position us to continue supporting TIPS customers on this contract.

## Why CDW•G?

Many of our clients have been with us since our inception in 1998. Why? Here's what they've told us:

- Our Circle of Service philosophy dictates that everything we do revolves around you – the customer.
- We **listen**. We have tailored this particular solution to your end users' specific needs, so that all of their services, quantity, and budgetary needs are met.
- We **deliver** on our promises. We know that you want to work



...deliver on our promises



...listen



...understand technology

At CDW•G we...



...are financially stable

with someone you're confident will provide you with suitable products, but also to your satisfaction, so we make sure that's exactly what we do.

- We **understand** technology. CDW•G offers solutions across a range of technologies and understands how the adoption of any single piece of technology affects the whole. CDW•G is not a niche solutions provider, so if something unexpected transpires or is required, we have the expertise and the staff to handle it.
- We are **financially stable**. CDW annual net sales in 2014 were \$12.1 billion, so you know that we are not going anywhere.

CDW•G continues to be a leader of technology solutions in the state and local space. Our strength lies in our ability to research, recommend, integrate, and deliver effective solutions from start to finish. CDW•G's presence and successes with state and local entities nationwide has allowed us to dedicate many resources to fit YOUR specific needs, ensuring a true and collaborative partnership.

## Sales of Software Licenses and Maintenance

TIPS will benefit from an account dedicated to this contract. TIPS will have the chance to get to know your dedicated Account Team, so that when you require their assistance throughout

### CDW•G is a Market-Leading Software Provider

- Multi-billion Dollar Annual Software Revenue
- Global Network Partner in 50 Countries
- 300+ Software Partners
- Strategic Alliance with Top Software Partners
- 25,000+ Agreements Managed
- 180,000+ software renewals processed yearly

the course of the contract, you will not only be familiar with who you are dealing with- but they too will have an in-depth understanding of your needs and the nuances of this particular contract. Instead of contacting a faceless mailbox or number manned by different people, you will have direct access to a team who will anticipate your needs and assist you in an efficient and effective way- saving your staff a lot of time.

CDW•G values the relationship that we have built with TIPS over the last nine years and remains committed to assisting TIPS and your customers fulfill their software and services requirements now and in the future.

We have proven experience of delivering your desired results. The fact that we currently hold multiple TIPS contracts means that we have dealt with the obstacles and issues that can arise with new contracts and have had time to re-evaluate our processes in order to be aligned with what TIPS customers want and require. CDW•G's close ties with leading software manufacturers and capabilities with their products qualifies us further still. By choosing CDW•G, your customers will not only obtain the results they require, but ones that

will far exceed their expectations. Your dedicated Account Team will continue to work with TIPS customers throughout the course of the contract, analyzing their usage and advising on their options to ensure they are making the most out of the contract and their software and services purchases. CDW•G looks forward to working with TIPS and TIPS customers on this opportunity.

### Requirement

Software Supplier contract may be designated as an Automated Contract, which allows entities to purchase directly from Software Vendor at contract price. All purchases from specified entity must be reported under the TIPS account and submitted in the monthly sales report.

### Response

CDW•G understands and can meet this requirement.

### Requirement

Promotion of Contract: It is expected that the Vendor will encourage all eligible entities to purchase from TIPS contract. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and may result in contractual probation or termination.

### Response

CDW•G takes an all-encompassing approach to marketing contract vehicles. TIPS customers will receive information about this contract in a variety of ways, including, but not limited to:

- **Our Account Managers** who will undergo a call campaign whereby they will reach out to all eligible customers to alert them of the new contract they can use for purchasing
- **CDW•G's presence at key events**, such as the TCEA Annual Conference, the Texas Association of Governmental Information Technology Managers (TAGITM), the Texas Association of State Systems for Computing and Communications (TASSCC), and sponsorship various COSN/Texas CTO Council Events
- **Regional Events:** To promote the products and contracts we support, we hold rotating product and vendor specific trainings and experiential learning sessions, 3rd Party Services Open Houses with HUB certified businesses, among others.
- **Direct mail**, where appropriate



**Figure 1. CDW•G Presence** CDW•G's presence at key events allows TIPS customers to learn more information regarding TIPS-specific contracts.

CDW•G's extensive marketing plan will highlight the latest solutions. When a TIPS customer calls to follow-up on information they receive about this contract vehicle, their CDW•G account manager will provide them with the appropriate products and services at highly discounted prices.

## Marketing Materials

CDW•G will also create TIPS contract-specific marketing pieces to be distributed at shows, via direct mail or e-mail, or sent directly to a customer from their dedicated inside account manager. CDW•G's dedicated Field Account Executives (FAEs) will also be on hand to attend key state events bolstering our support of this TIPS contract vehicle.

## Sales Strategy

### Account Teams

Our dedicated account teams who currently serve and manage our existing TIPS contracts will also serve this one. This sales force will handle quotes, orders, pre- and post-sales, and problem resolution over the life of the contract. By dividing our teams into verticals (State & Local, Hi Ed, and K-12), each TIPS customer receives individualized support specific to that vertical with account managers who can speak their language.

### Engineers

Organizations need to integrate software into a robust infrastructure in order to realize its full potential—all while keeping proprietary information secure. Our solution architects are here to help customers design, implement, and manage large, complex solutions. Each TIPS Sales team has their own stable of pre- and post- sales engineers who will ensure TIPS customers receive the right solution for their unique infrastructure.

Our approach includes:

- An initial discovery session to understand your goals, requirements and budget
- An assessment review of your existing environment and definition of project requirements
- Detailed manufacturer evaluations, recommendations, future environment design, and proof of concept
- Procurement, configuration, and deployment of the final solution

## Order Processing Strategy

CDW•G offers flexibility when it comes to quotes and orders. TIPS customers can place quotes and orders through their account team in a number of ways, such as phone, fax, e-mail, and the CDW•G Account Center. We highlight our streamlined procurement process, the CDW•G Account Center, because eProcurement has become a de facto IT ordering standard for many CDW•G customers. This suite of Web site features and information is available 24x7x365. It is designed to allow TIPS customers an easier and more cost-effective method of ordering, real-time tracking, and managing IT purchases.

In addition, CDW•G account managers will provide TIPS customers with procurement advice specific to their project. CDW•G accepts a variety of payments, including, but not limited to, Net30 payments and credit card payments. We also offer a broad range of leasing options for TIPS customers. CDW•G can work with TIPS customers' preferred leasing partners to ensure a seamless procurement process for all orders related to this contract or utilize one of our premier partners below:

- Cisco Capital
- HP Finance
- IBM Global Finance
- Lenovo Financial Services
- NetApp Finance

### Requirement

Back Ordered Products: If product is not expected to ship within 3 business days, customer is to be notified and appropriate action taken based on customer request.

### Response

If a product is not expect to ship within 3 business days, the dedicated account manager will notify customer of items backordered for more than 3 business days and take appropriate action based on customer request.

### CDW•G Account Center – Standard Features

- **View CDW•G account team contact information**
- **Create and send CDW•G account manager quotes in real time**
- **Track orders and shipments**
- **Manage purchases and payments**
- **Set shipping and billing preferences**

**Requirement**

Purchase Order Pricing/Product Deviation: If a deviation of pricing/product on a purchase order occurs, TIPS and the member are to be notified within 24 hours of receipt of order.

**Response**

The account manager will confirm receipt of purchase order and notify customer and TIPS of any pricing or product deviation within 24 hours.

**Requirement**

Software Licensing: Vendor must have procedure for issuing convenience-copy license certificates (or equivalent i.e. Proof of Purchase) to customers for licensing agreements (such as Microsoft Select, Adobe CLP) which do not issue individual certificates. As for Adobe, the end user gets an email with the license information to go to the Adobe site to get the serial keys. These instructions per manufacturer should be included in proposal.

**Response**

For convenience-copy requests, the customer can reach out to their dedicated account manager who will take care of all requests.

