BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2026 – 24

SUBJECT: APPROVAL OF PROPOSED CONTRACT NO. PO-GF-2027-C-001-BB FOR CUSTOMER RELATION MANAGEMENT IMPLEMENTATION SERVICES BETWEEN CDW GOVERNMENT LLC AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA ("CONTRACT")

WHEREAS, in accordance with the D.C. Official Code § 38-1202.01(a)(8), the Board of Trustees ("Board") is charged with the responsibility of governing the University of the District of Columbia ("University") and possesses all of the powers necessary or convenient to make contracts and procure and contract for goods and services; and

WHEREAS, pursuant to 8B DCMR §3000.4, specific approval of the President is required for contracts totaling two hundred fifty thousand dollars ($250,000.00) or more; and

WHEREAS, pursuant to 8B DCMR § 205.4(e), specific authorization of the Board is required for any commitment greater than one million dollars ($1,000,000.00) in a single fiscal year for certain University procurements; and

WHEREAS, in accordance with the D.C. Official Code §1-204.51(b)(1), approval of the Council of the District of Columbia ("Council") is required for all contracts involving expenditures in excess of one million dollars ($1,000,000.00) during a twelve (12)-month period; and

WHEREAS, CDW Government LLC and the University desire to enter into a Contract for the next phase of the University's customer relation management implementation service project in the total amount of one million eight hundred thousand dollars ($1,800,000.00); and

WHEREAS, the President has approved the Contract; and

WHEREAS, the Board is satisfied that the proposed Contract represents the proper culmination of the University's due diligence process and represents the best value to the University.

NOW THEREFORE BE IT RESOLVED, that, subject to the required approval of the Council, the Board of Trustees approves the Contract and each the President and the University's Chief Contracting Officer are authorized to execute the Contract in substantially the form attached hereto as **Attachment A**; and

BE IT FURTHER RESOLVED, that as soon as practicable, the President is hereby directed to transmit the Contract to the Council for its approval.

Submitted by the Committee of the Whole: July 28, 2026

Approved by the Board of Trustees: July 28, 2026

Warner H. Session

Warner H. Session
Chairperson of the Board

Contract: PO-GF-2027-C-0001-BB

CDW Government, LLC.

CONTRACT

BY AND BETWEEN
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
AND
CDW GOVERNMENT LLC

This Contract is entered into by and between CDW Government LLC, (hereafter referred to in this Contract as the "Contractor"), and the University of the District of Columbia, a public institution of higher education and independent agency of the District of Columbia (hereafter referred to in this Contract as the "University" or "UDC").

SUMMARY

UDC seeks to continue and expand its enterprise-wide Salesforce modernization initiative through Salesforce Phase III – Waves Program, building upon the foundational implementation efforts completed under Phase I (Recruitment & Admissions MVP+) and Phase II (Enrollment and Student Success integration initiatives). This engagement will be facilitated through CDW Government LLC as the prime contractor and Coastal Cloud LLC as the implementation and technology services partner, in accordance with the E&I Cooperative Service Master Agreement # CNR01439 Computer Equipment and Related Hardware, Software, Services and Support, dated August 1, 2017, as amended and extended (the "Master Agreement"), as well as the terms and conditions set forth herein that are not in conflict with the Master Agreement,.

The purpose of this Contract is to provide strategic technology services, system integration, business analysis, implementation support, and deployment services necessary to further develop and optimize UDC's Salesforce Education Cloud environment into a comprehensive, scalable, and institution-wide student engagement and success platform. The Contractor shall provide professional services necessary to initiate, design, configure, develop, integrate, test, deploy, and support various Salesforce and related applications to create a robust, cohesive, and forward-looking solution supporting Enrollment, Student Success, institutional operations, and constituent engagement.

Phase III of the Waves Program is intended to advance UDC's strategic objective of establishing a fully integrated digital ecosystem that supports the complete constituent lifecycle, including prospective student engagement, recruitment, admissions, enrollment, financial aid, academic support services, student success initiatives, graduation, alumni engagement, and ongoing institutional relationships. The project is designed to enhance operational efficiency, strengthen cross-functional data transparency, and provide a unified 360-degree view of the student experience.

The Contractor shall provide technology advisory services, implementation expertise, solution architecture, planning, business process analysis, integration services, documentation, testing, training, and deployment support aligned with industry best practices, institutional governance requirements, cybersecurity standards, and modern higher education operational needs. The engagement will also support the implementation and enhancement of advanced Salesforce capabilities, including Marketing Cloud, Experience Cloud, Data Cloud, Agentic AI functionality, and integrations with third-party institutional systems and applications.

Key areas of focus under this Contract include, but are not limited to:

- Integration of Salesforce Education Cloud with Ellucian Banner, Financial Aid systems, CommonApp, Navigate, payment gateways, and other enterprise applications;
- Expansion of Enrollment and Student Success workflows and automation;
- Enhancement of Marketing Cloud communications, constituent engagement, and alumni journey mapping initiatives;
- Development of scalable business processes and reporting capabilities;
- Strengthening institutional data governance, data security, and user experience standards; and
- Advancement of UDC's Presidential Initiatives related to Service Excellence, operational modernization, and strategic enrollment management.

This Contract represents a strategic continuation of UDC's prior Salesforce investments and preserves continuity of operations, institutional knowledge, technical architecture, and implementation efficiencies established during previous project phases. Maintaining the existing implementation partner and project framework is necessary to ensure compatibility with existing configurations, minimize operational disruption, reduce transition risk, and maximize the long-term return on the University's enterprise technology investments.

1.0 STATEMENT OF WORK

1.1 SCOPE SERVICES

The Contractor shall provide professional technology consulting, implementation, integration, managed services, advisory support, and operational enhancement services necessary to support UDC's Salesforce Education Cloud Phase III – Waves Program.

Services shall support the continued development of a secure, scalable, integrated, and student-centered enterprise ecosystem designed to enhance recruitment, admissions, enrollment, student success, institutional operations, stakeholder engagement, and executive decision-making.

The Contractor shall perform all services in collaboration with UDC stakeholders, project teams, executive leadership, and designated University representatives utilizing an agile project management framework aligned with institutional priorities, approved roadmaps, governance procedures, and operational objectives.
The Contractor shall provide all labor, supervision, technical expertise, implementation support, configuration services, integration services, documentation, and project management necessary to perform the services described herein.

1.2 In-Scope Services

Services under this Contract shall include, but not be limited to, the following functional and technical areas:

A. Enterprise Systems Integration

The Contractor shall provide implementation, enhancement, optimization, support, and integration services between Salesforce Education Cloud and institutional enterprise systems, including:

- Ellucian Banner ERP;
- Financial Aid systems;
- CommonApp integration enhancements;
- Student Success platforms, including Navigate and EAB;
- Payment gateway systems;
- StarRez Housing and Facilities Management systems;
- Data retention and workflow automation processes;
- Middleware, APIs, workflow orchestration, and associated integration services.

B. Admissions, Enrollment, and Student Success Services

The Contractor shall provide configuration, enhancement, automation, reporting, and support services related to recruitment, admissions, enrollment, advising, retention, and student engagement operations, including:

- Application management functionality;
- Admissions workflows and forms;
- Enrollment communications and automation;
- Financial Aid information visibility and integration;
- Advising and student success process improvements;
- Transfer credit evaluation workflows;
- Reports, dashboards, analytics, and institutional performance tracking.

C. Marketing, Communications, and Alumni Engagement

- The Contractor shall support institutional outreach, communications, engagement, and marketing initiatives, including:
- SMS short code implementation and communication management;
- Salesforce Marketing Cloud enhancements;
- Alumni engagement journey mapping utilizing Raiser's Edge data;
- Event management and engagement automation functionality.

D. Data Management, Reporting, and Analytics

The Contractor shall provide services supporting enterprise reporting, analytics, workflow automation, executive dashboards, operational visibility, institutional planning, and performance measurement.

E. Innovation and Emerging Technologies

The Contractor shall provide implementation and advisory support related to advanced Salesforce technologies and innovation initiatives, including:

- Salesforce Data Cloud;
- Agentic AI-enabled functionality;
- Service Desk and Case Management enhancements;
- Student portal and self-service functionality improvements;
- User experience optimization and workflow modernization.

F. Grant Administration and Institutional Enhancements

The Contractor shall support institutional administrative modernization initiatives, including:

- Title III Grant Management enhancements;
- Workflow automation and reporting improvements supporting grants administration and institutional compliance activities.

G. Data Governance, Security, and Compliance

- The Contractor shall provide support for:
- Data migration services;
- User access management and role-based security configuration;
- Data governance and integrity controls;
- Integration security and compliance alignment;
- Technical documentation and knowledge transfer activities.

H. Strategic Advisory and Managed Support Services

The Contractor shall provide ongoing:

- Strategic planning and roadmap support;
- Business process analysis and documentation;
- Agile project management support;
- Stakeholder coordination and governance support;
- Executive reporting and escalation management;
- Quarterly performance reviews and progress assessments;
- Continuous improvement recommendations;
- Managed operational support services.

1.3 Agile Governance and Project Collaboration

The Contractor and UDC project teams shall work collaboratively within an agile project management framework. Project priorities, sprint planning, release schedules, implementation sequencing, and operational activities shall be guided by executive stakeholder direction, institutional objectives, governance procedures, operational requirements, and mutually agreed-upon project priorities.

UDC executive stakeholders may reprioritize implementation activities, backlog items, release schedules, or operational priorities based upon institutional needs, resource availability, operational considerations, or strategic direction. Any material modifications impacting scope, timeline, staffing, or cost shall be subject to written approval through a duly authorized Change Order.

1.4 Program Initiation Activities

During initiation of the Salesforce Education Cloud Phase III – Waves Program, the Contractor shall, at a minimum:

- Conduct an initial planning and governance session with executive stakeholders and designated UDC representatives;
- Develop and prioritize implementation backlogs and enhancement requests;
- Establish and align a twelve (12)-month strategic roadmap;
- Identify and document key performance indicators (“KPIs”), success metrics, and reporting requirements;
- Conduct business analysis sessions to assess current-state operations and future-state requirements;
- Document implementation assumptions, dependencies, technical constraints, and integration requirements;
- Establish governance, communication, escalation, stakeholder engagement, and reporting procedures.

1.5 Deliverables and Operational Support

The Contractor shall provide ongoing strategic guidance, implementation services, operational support, technical recommendations, stakeholder coordination, and documentation necessary to support UDC’s continued advancement of an integrated Salesforce Education Cloud ecosystem.

Deliverables may include system configurations, integrations, workflow automations, dashboards, reports, technical documentation, implementation plans, governance artifacts, knowledge transfer materials, and operational recommendations as mutually agreed upon by the parties.

1.6 Reporting of Issues

The Contractor shall promptly notify the University’s designated Principal Investigator (“PI”)/Contract Administrator (“CA”), Contracting Officer (“CO”), or authorized University representative of any issue, delay, risk, system failure, security incident, operational disruption, compliance concern, or other matter that may materially impact Contract performance, implementation timelines, deliverables, system functionality, data integrity, security, regulatory compliance, or successful completion of the Contract requirements.

The Contractor shall also provide timely status updates, mitigation plans, corrective action recommendations, and escalation support, as reasonably requested by the University.

2.0 TERM OF CONTRACT

2.1 Term of Contract

The term of the fully executed Contract shall be for a twelve (12)-month period commencing on October 1, 2026 ("Effective Date"), and continuing through September 30, 2027, unless earlier terminated in accordance with the provisions of this Contract.

2.2 Availability of Funds

This Contract is subject to the availability of appropriated funds and is contingent upon the issuance of authorized Purchase Orders by UDC.

The Contractor shall not perform any services or incur any costs in excess of the funding authorized under the applicable Purchase Order(s). Payment for services is expressly contingent upon the issuance and receipt of a valid Purchase Order.

Any services performed outside the authorized funding amount or beyond the approved scope of work shall be performed at the Contractor's sole risk and expense and shall not obligate UDC to provide compensation.

2.3 Non-Appropriation

In the event sufficient funds are not appropriated, allocated, or otherwise made available to support continuation of this Contract in any subsequent fiscal period, UDC may terminate the Contract without penalty upon written notice to the Contractor.

UDC's obligation for payment shall be limited to services properly performed and accepted prior to the effective date of termination.

3.0 PAYMENT

3.1 Payment to the Contractor by the University for services performed under this Contract shall be made in accordance with the terms and conditions set forth in this Contract and shall be subject to the availability of appropriated funds and issuance of an authorized Purchase Order by the University.

3.2 The Contract shall be administered on a firm-fixed-price basis for the term of the Contract.

3.3 The total amount payable under this Contract shall not exceed ONE MILLION EIGHT

HUNDRED THOUSAND DOLLARS ($1,800,000.00), inclusive of all labor, professional services, project management, system integration, implementation support, licensing coordination, reporting, and related deliverables described in the Statement of Work ("SOW").

Unit Type	Unit Rate	Quantity	Subtotal
Monthly Billable Hours	$250.00	600	$150,000.00
Total for Contract Term (12 months)		**7,200**	**$1,800,000.00**

3.4 Based on services rendered, Contractor shall invoice the University on a monthly firm-fixed-price basis in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) per month, representing up to six hundred (600) billable service hours month at a rate of two hundred fifty dollars ($250.00) an hour, for a total estimated annual capacity of seven thousand two hundred (7,200) hours during the Contract term.

Milestone	Percentage	Fee
Month 12 – 600 Hours	8.34%	$150,000.00
Month 11 – 600 Hours	8.34%	$150,000.00
Month 10 – 600 Hours	8.34%	$150,000.00
Month 9 – 600 Hours	8.34%	$150,000.00
Month 8 – 600 Hours	8.33%	$150,000.00
Month 7 – 600 Hours	8.33%	$150,000.00
Month 6 – 600 Hours	8.33%	$150,000.00
Month 5 – 600 Hours	8.33%	$150,000.00
Month 4 – 600 Hours	8.33%	$150,000.00
Month 3 – 600 Hours	8.33%	$150,000.00
Month 2 – 600 Hours	8.33%	$150,000.00
Month 1 – 600 Hours	8.33%	$150,000.00
Totals	**100%**	**$1,800,000.00**

3.5 Payments shall be processed monthly upon receipt, review, acceptance, and approval of a proper invoice by the University's Chief Contracting Officer ("CCO") or designee. **Payment terms shall be Net 30 days** from receipt of an approved invoice.

3.6 All invoices submitted by the Contractor shall:

- Be prepared on Contractor letterhead;
- Include the Contract number and applicable Purchase Order number;
- Identify the billing period covered;
- Include a detailed description of services performed and project activities completed;
- Reference applicable milestones, deliverables, sprint activities, or approved work efforts; and
- Include the invoice number and remittance information.

3.7 The Contractor shall provide weekly or periodic progress reporting, including utilization of monthly service capacity, sprint status updates, project activities, and performance metrics, as reasonably requested by the University.

3.8 The Contract is based upon a flexible capacity model permitting the University to utilize monthly consulting capacity for implementation, integration, managed services, and innovation activities identified within the SOW. Unused capacity may be rolled forward within the same contract quarter, not to exceed ten percent (10%) of monthly capacity, subject to quarterly reconciliation.

3.9 The University may authorize additional work exceeding the monthly contracted capacity ("Overages") or changes to the scope of work, project priorities, deliverables, staffing levels, capacity allocations, timelines, or associated pricing only through prior written approval evidenced by a written Change Order signed by the CCO and Contractor's duly authorized representative. Approved additional work or overage services shall be billed on a time-and-materials basis at a rate not to exceed TWO HUNDRED FIFTY DOLLARS ($250.00) per hour.

3.10 All services under this Contract are anticipated to be performed remotely unless otherwise authorized in writing by the University. Accordingly, no travel expenses, travel time, lodging, meals, or other reimbursable direct expenses shall be billed unless expressly approved in writing in advance by the CCO.

3.11 The Contractor shall not invoice or receive compensation for:

- Services performed outside the approved scope of work;
- Work performed without an authorized Purchase Order;
- Hours or services exceeding approved funding limitations, unless requested by the University and approved in writing in advance in a written Change Order; or
- Unauthorized expenses or charges not included in a SOW or Change Order.

3.12 The University's obligation to make payments under this Contract is contingent upon the availability of appropriated funds and the issuance of valid Purchase Orders . Nothing in this Contract shall be construed as creating a continuing financial obligation of the University beyond funds properly appropriated, allocated, and obligated for this Contract.

3.13 The Anti-Deficiency Compliance
Notwithstanding any other provision of this Contract, the parties acknowledge and agree that the University's obligations to make payments or otherwise incur financial liability under this Contract, or any subsequent amendment, are subject to and contingent upon compliance with all applicable federal and District of Columbia laws governing the availability and expenditure of public funds, including, without limitation:

- The federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, and 1351;
- The District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 through 47-355.08;
- D.C. Official Code § 47-105; and
- D.C. Official Code § 1-204.46,

as such statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

Nothing contained in this Contract shall be interpreted to obligate the University to expend funds in excess of appropriated, authorized, or available funding. The University shall not be liable for any payment, compensation, or obligation arising from services performed or costs incurred in excess of authorized funding or prior to the issuance of an authorized Purchase Order.

3.14 Invoices must be submitted no later than thirty (30) calendar days following the end of the applicable billing period. The University reserves the right to reject untimely invoices submitted after the close of the applicable fiscal year or funding period.

3.15 The pricing contained within this Contract and associated Statement of Work shall remain valid for the duration of the Contract term unless modified through an executed Change Order signed by the duly authorized representatives of both parties.

4.0 TERMINATION OF CONTRACT

4.1 Termination for Convenience or Default

The University may terminate performance under this Contract, in whole or in part, for convenience or for default, whenever the CCO determines that such termination is in the best interest of the University, pursuant to D.C.M.R. Title 8-B, § 3061, and the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated March 2007 ("SCP"), are incorporated herein by reference; or if the Master Agreement is terminated.

4.2 Effect of Termination

Upon receipt of a notice of termination, the Contractor shall immediately discontinue all services affected by the termination notice and shall take all reasonable steps necessary to minimize further costs and obligations related to the terminated work.

The Contractor shall be compensated only for authorized services properly performed and accepted by the University prior to the effective date of termination, subject to the terms and limitations of this Contract.

4.3 Standard Contract Provisions

The applicable SCP may be accessed through the University of the District of Columbia procurement resources webpage and are incorporated into this Contract by reference as though fully set forth herein.

5.0 PRINCIPAL INVESTIGATOR (PI)/CONTRACT ADMINISTRATOR (CA) AND CONTRACTING OFFICER

5.1 Authority and Responsibilities

The Principal Investigator ("PI") and/or Contract Administrator ("CA") shall be responsible for the general administration, oversight, and technical monitoring of the Contract and shall advise the Contracting Officer ("CO") regarding the Contractor's compliance or noncompliance with the terms and conditions of the Contract.

The PI/CA shall be responsible for monitoring performance, reviewing deliverables, coordinating operational activities, confirming satisfactory performance, and ensuring that services are performed in accordance with the requirements of the Contract, Statement of Work ("SOW"), and applicable University policies and procedures.

The PI/CA shall have such additional responsibilities and delegated authority as may be expressly set forth in this Contract.

5.2 Designated PI/CA

The designated PI/CA for this Contract shall be:

Mrs. Hasanna N. Tyus, Ed.D.
Vice President of Enrollment
University of the District of Columbia
4200 Connecticut Ave., NW
Building 39, Room A122
Washington, DC 20008
hasanna.tyus@udc.edu

The University reserves the right to change the designated PI/CA at any time upon written notice to the Contractor.

The designated CO for this Contract shall be:

TBD
Contracting Office
University of the District of Columbia
4200 Connecticut Ave., NW
Building 39, Room 200-C
Washington, DC 20008
Procurement@udc.edu

5.3 Limitations of Authority

Any changes to the scope of work, project priorities, deliverables, staffing levels, capacity allocations, timelines, or associated pricing shall require a written Change Order executed by the CCO and Contractor’s duly authorized representatives. Approved Change Orders shall become incorporated into and governed by this Contract.

Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CCO.

In the event Contractor effects any changes at the instruction or request of any person other than the CCO, the change will be considered to have been made without authority.

The PI/CA and the CO SHALL NOT have the authority to:

(a) Award, agree to, or sign any contract, delivery order or task order. Only CCO shall make contractual commitments or modifications;
(b) Grant deviations from or waive any of the terms and conditions of the Contract;
(c) Authorize the expenditure of funds by Contractor;
(d) Change the period of performance;
(e) Authorize the use of University property, except as specified under the Contract.

Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CCO; and may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

Any services performed based upon directions from unauthorized individuals shall be performed at the Contractor’s sole risk and expense.

6.0 LIABILITY AND INSURANCE

6.1 General Insurance Requirements

The Contractor shall procure and maintain, at its sole expense and throughout the term of this Contract, insurance coverage of the types and limits specified herein with insurance companies authorized to do business in the District of Columbia and having an A.M. Best rating of A-VIII or better.

Prior to commencement of work, the Contractor shall furnish Certificates of Insurance evidencing the required coverage to the CCO or designee. The Contractor shall provide at least thirty (30) calendar days’ prior written notice to the University of any cancellation, material reduction in coverage, or non-renewal of required insurance coverage, except ten (10) calendar days’ notice for cancellation due to non-payment of premium.

The Contractor shall require all subcontractors performing services under this Contract to maintain insurance coverage consistent with the requirements contained herein.

No work shall commence until the required insurance documentation has been reviewed and accepted by the University.

6.2 Commercial General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance with limits of:

- $1,000,000 per occurrence; and
- $2,000,000 aggregate.

Coverage shall include bodily injury, property damage, personal and advertising injury, contractual liability, independent contractors, products and completed operations, and broad form property damage.

UDC, its Board of Trustees, officers, employees, and agents shall be included as additional insureds with respect to work performed under this Contract.

Completed Operations coverage shall remain in effect for not less than seven (7) years following final acceptance or termination of the Contract.

6.3 Professional Errors & Omissions Insurance

Given the nature of the services involving Salesforce Education Cloud, enterprise systems integration, student information systems, cloud applications, and institutional data management, the Contractor shall maintain Professional Errors & Omissions Insurance with limits of:

- $5,000,000 per claim; and
- $5,000,000 aggregate.

Coverage shall include:

- privacy and data breach liability;
- cyber/network security liability;
- unauthorized access;
- ransomware and cyber extortion;
- regulatory defense and penalties where insurable by law;
- data loss, corruption, or destruction;
- transmission of malicious code;
- breach response and notification costs;
- credit monitoring expenses;
- technology professional liability; and

- intellectual property infringement associated with technology services.

Coverage limits required herein shall not be shared with unrelated lines of insurance coverage.

6.4 Automobile Liability Insurance

If vehicles are used in connection with performance of this Contract, the Contractor shall maintain Automobile Liability Insurance covering owned, non-owned, leased, and hired vehicles with a combined single limit of not less than $1,000,000 per occurrence for bodily injury and property damage.

6.5 Workers' Compensation and Employer's Liability Insurance

The Contractor shall maintain Workers' Compensation Insurance in accordance with all applicable federal and District of Columbia statutory requirements.

Employer's Liability Insurance shall be maintained with limits of:

- $500,000 each accident;
- $500,000 disease each employee; and
- $500,000 disease policy limit.

6.6 Duration of Coverage

The Contractor shall maintain all required insurance coverage throughout the term of this Contract and for any applicable warranty, maintenance, support, or post-implementation service periods.

Professional Errors and Omissions Insurance and Commercial General Liability Completed Operations coverage shall remain in effect for not less than seven
(7) years following expiration or termination of the Contract.

6.7 Limitation

The insurance requirements set forth herein establish coverage requirements only and shall not be construed to limit the Contractor's liability arising under this Contract.

6.8 Contractor Property

The Contractor shall be solely responsible for loss of or damage to its own property, equipment, software, materials, tools, and subcontractor property used in connection with performance under this Contract.

6.9 No Separate Payment for Insurance

No separate payment shall be made by the University for the cost of insurance. All insurance costs shall be included within the Contract pricing.

6.10 Notice of Material Change

The Contractor shall immediately notify the Contracting Officer in writing of any material change, cancellation, suspension, or lapse in required insurance coverage and shall promptly provide updated Certificates of Insurance upon request.

7.0 INDEMNIFICATION

7.1 Indemnification

Contractor agrees to indemnify and hold harmless the University of the District of Columbia, its Board of Trustees, officers, employees and agents from and against all costs, including reasonable legal fees costs, associated with third party claims, including worker's compensation claims, which arise pursuant to a final judgment by a court of competent jurisdiction or which are included as the result of a final settlement and where such claims arise as a result of death or damage to personal tangible property and which are a direct result of the negligence or willful misconduct in Contractor's performance hereunder (each a Claim). Contractor, at the request of the University of the District of Columbia, shall undertake to participate fully in the defense of a Claim in accordance with the applicable laws of the state where the Member or E&I is located.

The University reserves the right to withhold from payments otherwise due to the Contractor such amounts as may reasonably be necessary to satisfy any pending claim, liability, or obligation for which the Contractor may be responsible under this Contract, subject to applicable law.

Nothing contained herein shall be construed to waive or limit any sovereign immunity, governmental immunity, statutory protection, or limitation of liability available to the University under applicable law.

8.0 CONFIDENTIALITY/NON-DISCLOSURE

8.1 Confidentiality Obligations

The Contractor shall maintain in strict confidence all non-public, confidential, proprietary, sensitive, personally identifiable, student, employee, financial, technical, operational, and institutional information ("University Data") obtained, received, accessed, or generated in connection with this Contract.

The Contractor shall not disclose, reproduce, distribute, transmit, publish, or otherwise use such information except as necessary for the performance of services under this Contract and in accordance with applicable federal and District of Columbia laws, regulations, University policies, and data governance requirements, including, but not limited to, applicable privacy and educational records laws.

The Contractor shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and security of University data and systems.

To the extent that the terms of the agreement requires that Contractor have access to student educational records, the Parties recognize that the student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. In accordance with FERPA, UDC can designate other entities, including vendors and consultants, as "other school officials." For purpose of this agreement only, the Contractor is determined to fall within the category of "school official." Neither Party, their agents, nor their assignees shall disclose student educational records to any third party, except with the prior written consent of the student (or parent, where applicable) and as permitted by law. Approved re-disclosures to third parties shall not exceed the purpose for original disclosure. Further, if the Contractor is authorized to disclose student educational records, it is obligated to maintain a list of entities, agencies, or organizations to whom the records were disclosed, identifying which records were disclosed and the purpose for each disclosure.

Any disclosures made shall comply with UDC's definition of "legitimate educational interest." The Parties agree and warrant that they shall use student educational records solely to accomplish their obligations and solely in a manner and for purposes consistent with the terms and conditions of this agreement and UDC policies and procedures. The Parties agree to take appropriate legal action against any unauthorized use or disclosure of any student educational record.

The confidentiality obligations contained herein shall survive expiration or termination of this Contract.

8.3 Data Protection.

Contractor shall protect University Data, which includes educational records and other confidential information, in accordance with applicable data protection laws. In the event of an alleged or actual data security breach, Contractor shall provide the University with a data security breach notification to the CCO, with a copy not constituting notice to the CA, CO and:

Office of the General Counsel
University of the District of Columbia
4200 Connecticut Avenue, N.W.
Washington, DC 20008
Attn: General Counsel

Contractor agrees to cooperate in good faith to coordinate notices to those affected by the alleged or actual data security breach, including, but not limited to permitting the University a reasonable opportunity to review and comment on the notification being sent, follow the procedures of applicable laws and follow the requirements of applicable laws to mitigate and respond to the alleged or actual data security breach.

9.0 CONFLICT OF INTEREST

9.1 Conflict of Interest

The Contractor represents and warrants that, to the best of its actual knowledge, no actual or potential conflict of interest exists that would impair the Contractor's ability to perform services objectively, impartially, and in the best interests of the University under this Contract.

The Contractor shall not engage in any activity, relationship, employment, contractual arrangement, or conduct that creates, or reasonably appears to create, an actual or potential conflict of interest with the performance of obligations under this Contract.

The Contractor shall promptly disclose in writing to the CO any actual, apparent, or potential conflict of interest of which the Contractor becomes aware during the term of this Contract. Such disclosure shall be made within a reasonable period after discovery of the conflict or potential conflict.

Upon notice of any actual or potential conflict of interest, the University reserves the right to determine whether such conflict is material and to require appropriate mitigation measures, corrective action, or other remedies, including termination of the Contract if necessary to protect the interests of the University.

10.0 NOTICES

Notices required or permitted by this Contract shall be deemed given when received if sent by recognized overnight courier or first-class mail, or postage prepaid to the following address, or such other address as the party may specify by notice:

To the University:

Stephanie Johnson
Vice President, Chief Contracting and Procurement Officer
Office of Contracting and Procurement
University of the District of Columbia
4200 Connecticut Ave., NW
Building 39, Suite 200-C
Washington, D.C. 20008

with a copy not constituting notice to:

Office of the General Counsel
University of the District of Columbia
4200 Connecticut Ave., NW
Washington, D.C. 20008
Attn: General Counsel

To Contractor:

Program Management
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Attn: Account Manager
with a copy to: pcp@cdw.com

11.0 MISCELLANEOUS

11.1 Assignment

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contractor shall not assign, transfer, delegate, sublicense, or otherwise convey any rights, duties, obligations, or interests under this Contract, whether by operation of law or otherwise, without the prior written consent of the University. Any attempted assignment or delegation without such written consent shall be null and void.

11.2 Waiver

The failure of either party to enforce any provision of this Contract or to exercise any right or remedy available under this Contract shall not constitute a waiver of such provision, right, or remedy, nor shall any waiver constitute a continuing waiver unless expressly stated in writing.

11.3 Entire Agreement; Severability

This Contract, together with all incorporated attachments, exhibits, amendments, purchase orders, SOWs, approved Change Orders and the applicable SCP constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written negotiations, understandings, representations, or agreements.

If any provision of this Contract is determined by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, provided that the material purposes of this Contract can still be achieved. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that most closely reflects the original intent of the parties.

11.4 Contract Integrity and Authorized Use

11.5 Confidentiality

The Contractor shall maintain the confidentiality of all information, data, records, documents, and materials obtained, accessed, or generated in connection with performance under this Contract, in accordance with all applicable District and Federal laws, regulations, and University policies governing confidentiality, privacy, records protection, and data security. Such information shall not be disclosed to any third party except as required for authorized contract performance or as otherwise required by law.

11.6 Order of Precedence; Incorporated Documents

This executed Contract, together with the Master Agreement, applicable Purchase Order(s), SOWs, amendments, attachments, Change Order(s) and the SCP, as incorporated herein by reference, collectively constitute the contract between the Contractor and the University.

In the event of any inconsistency between contract documents, the following order of precedence shall apply unless otherwise expressly stated:

1. Applicable District of Columbia law and regulations;
2. Change Order(s)/amendments to the executed Contract
3. The Master Agreement, its attachments, amendments and extensions
4. Executed Contract, its attachments;
5. SCP;
6. Purchase Order(s);
7. Statement(s) of Work;
8. Contractor quotations or supporting documentation.

11.7 Governing Law

This Contract shall be governed by, construed, and enforced in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles, and applicable federal laws and regulations. Any legal action arising under or relating to this Contract shall be brought in a court of competent jurisdiction located within the District of Columbia.

THIS SPACE IS INTENTIONALLY LEFT BLANK

SIGNATURES AND ACCEPTANCE

I hereby acknowledge that I have read, understand, and agree to the terms and conditions of this Contract.

UNIVERSITY OF THE DISTRICT OF COLUMBIA

Mrs. Hasanna Tyus, Ed.D., CA

Signature Date

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Contract effective on the Effective Date.

CDW Government LLC

07/07/2026

Signature Date

Strategic Program Signer Director Contract Negotiations

Print Name Title

UNIVERSITY OF THE DISTRICT OF COLUMBIA

Stephanie Johnson
Chief Contracting Officer

Signature Date

STATEMENT OF WORK

Project Name:	UDC Salesforce Phase III: Education Cloud Expansion	**Seller Representative:** Ebony Thomas +1 (203) 8517188 ebontho@cdwg.com
Customer Name:	University of the District of Columbia	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	Coastal Cloud LLC	**Solution Architect:**
Date:	June 5, 2026	
Drafted By	Ryan Adamski	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and University of the District of Columbia ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain E&I Master Agreement Number CNR01439 between CDW Government LLC and E&I Cooperative Services dated the 1st of August, 2017 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Client desires a Technology Services Partner with the capability to initiate the design, development, and deployment of various Salesforce and related applications to create a robust, cohesive, and forward-looking solution for Enrollment and Student Success functionality on the Salesforce Education Cloud platform. In addition, Client seeks a partner who can bring thought leadership, planning, and documentation around business analysis. This Phase III project, facilitated via the Waves Program, will enable Client to achieve a Salesforce solution that incorporates industry best practices, careful data security, strong end-user experience, and a 360 view of the student experience. This agreement is for a twelve (12) month period. This is an annual contract with an anticipated start date of October 01, 2026, and an end date of September 31, 2027.

IN-SCOPE SERVICES

THE TEAM, WHICH INCLUDES CLIENT TEAM MEMBERS AND PROVIDER TEAM MEMBERS, WILL WORK IN AN AGILE MANNER ACCORDING TO THE PRIORITIES DEFINED BY THE ROADMAP SET BY EXECUTIVE STAKEHOLDERS.

During the effort, Client Executive Sponsor may re-prioritize or add requirements to future sprints & releases. Release scope changes will be based upon mutual agreement of the Executive Stakeholders to align effort and team capacity.

Waves: Managed Services & Innovations focused on Performance Objectives

Provider's primary purpose is to provide a far more significant benefit to Client than simply supporting the day-to-day administration and incremental improvements. While expertise is needed in these areas, a far greater impact can be derived from innovative projects that enable the achievement of performance metrics at the highest level of the organization.

In order to do this, we must have:

- Communication of Goals and Roadmaps by Executive Stakeholders
- Commitment by Executive Stakeholders
- The Ability to Measure: Reporting & Regular Performance Reviews with each Stakeholder

* Executive Stakeholders are those who are directly responsible to the President for performance goals, or direct reporting employees delegated by the individual.

<u>Communication:</u>

All goals must be defined clearly, set and approved by the Executive Stakeholder, ideally within the first fiscal quarter. A business analysis will be performed by Provider and Client for any goals set by the executive stakeholder, including a level of effort, as-is business process flow, performance metrics, and the method of measuring outcomes.

At minimum, a meeting per quarter must be attended to review goals, provide decisions, approvals, and review agreed upon metrics. More frequent reviews will be conducted and provided to the executive stakeholder between quarterly events as we meet with their team designees, which must include a direct report from their business team. It will include timeline, escalations, required decisions, and demonstrations of progress.

<u>Commitment:</u>

This partnership agreement promotes commitment and value for both organizations. For Provider, it is driving value to our Client, building Client satisfaction and improving the lives of our Client's customers. For Client it is the achievement of key performance metric goals, which should provide ROI on services, licensing, and drive profitable growth.

Client has outlined the following objectives in the Phase III Waves program:

- System Integrations, including:
    - Financial Aid System
    - CommonApp Integration Enhancements
    - Banner Data Flow Retention
    - Student Success (Navigate)
    - Payment gateway system
    - EAB for Graduates Integration
    - StarRez Housing Integration & Facilities Management
- Event Functionality, including:
    - SMS Short Code
    - Alumni Journey (Raiser's Edge data)
- Admissions and Enrollment Services, including:
    - Application Management
    - New/additional admissions forms
    - Financial Aid Information
    - Reports and dashboards for enrollment, matriculation, etc.
- Advising Services and Student Success Services, including:
    - Transfer credit evaluations extractions
- Agentic AI, including;
    - Data Cloud
    - Student Portal

  - Service Desk - Case Management
- Title III Grant Management Enhancement
- Associated data migration, system integration, user management and data security for the above

It is important to note that the final requirements for these objectives have not yet been confirmed. As a result, the estimated timeline and budget include assumptions for the complexity of the work based on a current state understanding of Client's operations and tools.

TASKS TO BE PERFORMED

THE INITIATION OF THE WAVES PROGRAM WILL REQUIRE AT LEAST TWENTY (20) HOURS OR THREE (3) BUSINESS DAYS DURING WHICH PROVIDER WILL COMPLETE THE FOLLOWING:

- INITIAL QUARTERLY PLANNING SESSION
- BACKLOG GENERATION AND PRIORITIZATION
- TWELVE (12) MONTH ROADMAP DEFINITION AND ALIGNMENT
- IDENTIFY KEY SUCCESS METRICS

ROLES AND RESPONSIBILITIES

PERSONNEL

Provider will provide a core team of Salesforce experts including a Waves Program Manager who will act as the single point of contact. The Waves Program Manager will be responsible for providing access to resources as needed. These resources will be allocated on an availability basis.

Client will purchase the necessary licenses directly through vendors for all systems required to achieve the goals of the agreement, including Salesforce, MuleSoft, Agentforce, and productivity and communication tools.

The Project Team will consist of team members with current experience with Client. Additional resources may be added with two weeks' notice when needed and as approved by Client.

SELLER RESPONSIBILITIES

1. Seller team will leverage standard tooling for project management and delivery.
2. Seller will use commercially reasonable efforts to perform and deliver the items provided in a timely manner in accordance with (a) the specifications set forth in the SOW, and (b) industry standards where the SOW does not prescribe or regulate Seller's performance and delivery of the items provided.

CLIENT RESPONSIBILITIES

1. In the event Client-issued laptops are required, Client will provide a modern hardware platform with appropriate permissions to allow Seller resources to complete their work effectively.
2. Client will provide all physical and remote access, as required to complete this project.
3. Client is responsible for all hardware/software/licensing required to accomplish this project.
4. Client will provide a single point of contact (SPOC) who will be authorized to make all decisions and approvals

regarding this agreement. This SPOC will also be responsible for timely responses to all requests for information, access, etc.

5. Client will coordinate schedules and ensure the correct staff members (with required level of technical and/or procedural knowledge and/or approval authority) are invited to attend project related meetings, working sessions, and/or workshops/trainings.
6. Client will ensure timely distribution of documentation and information to Seller, and that documentation will be accurate, complete, and up-to-date.

OUT OF SCOPE

The following are considered out of scope for this project unless mutually agreed upon by the parties in writing:

1. Any tasks or items provided not clearly stated in the In-Scope Services or Items and Services Provided sections
2. Facilitation of any internal Client meetings, unless specifically called out in the In-Scope Services or Items and Services Provided sections
3. Installation of software, servers, workstations, or any other hardware not specifically called out in the In-Scope Services or Items and Services Provided sections
4. Global network design and/or routing
5. Setting up network peering and/or interconnects between Public Cloud and Client's physical data center(s)
6. Integrating new application data flows (i.e., applications not currently in production), unless expressly called out in the In-Scope Services or Items and Services Provided sections
7. Migration of data and/or workloads to new software/application/environment, unless expressly called out in the In- Scope Services or Items and Services Provided sections
8. Export of Client data to other systems or third parties other than those expressly called out in the In-Scope Services or Items and Services Provided sections
9. Any third party/external integrations, unless expressly called out in the In-Scope Services and Items and Services Provided sections
10. Go-live dates, unless expressly called out in the In-Scope Services or Items and Services Provided sections
11. After hours support, unless expressly called out in the In-Scope Services or Items and Services Provided sections
12. Formal user training not specifically stated in the SOW
13. Extensive documentation such as Run Book, Step-by-Step Instruction Guide, Admin/User Manual, or anything not specified in the In-Scope or Items and Services Provided sections

PROJECT ASSUMPTIONS

1. For day-to-day interactions, Client will identify a Product Manager as the key point of contact for the project team and will identify other individuals to act as subject matter experts and advisors when required.
2. Client's Product Manager will provide access to a resource to handle scheduling of meetings with Client staff, booking conference rooms, etc. as required during this engagement.
3. Designated Client Business Leaders, Managers, Subject Matter Experts (SMEs) and IT resources will be available for detailed requirements and design meetings.
4. Provider assumes the joint team will develop and agree upon consistent agile sprint ceremonies to be followed.
5. Provider assumes Client will help in the development of user stories by providing product ownership direction, participate in prioritization of the backlog, and facilitate access to Client designated resources as needed.
6. Provider assumes Client will perform testing with agreed upon acceptance criteria to "accept" or "deny" working configuration at the end of each sprint milestone.
7. Access to Salesforce Production for current state review, including data artifacts, will be provided to Provider team.
8. Access to IT development and test environments will be provided to Provider team in a timely fashion.

9. Client and Provider resources will collaborate on the necessary configuration requirements for this project resulting in user stories / design documentation that will be signed off by Client.
10. Provider resources will be available during standard business hours (8 a.m. to 5 p.m. Eastern Time).
11. Client will provide Provider with system administrator login credentials to the Production Salesforce instance at the beginning of the project where all configuration activities will take place.
12. Client will make available an existing full sandbox for the duration of this project.
13. Client is responsible for procuring all necessary Salesforce products prior to implementation phase kickoff, and any additional licenses as applicable. Provider will advise on license type and volume.
14. Client will provide adequate access to all required systems for analysis.
15. Client will have five (5) contiguous business days to review provided item(s)/services provided and notify Provider of acceptance or required changes. If Client does not notify Provider within five (5) contiguous business days, Client will be deemed to have accepted the item(/services provided.
16. Work for this project will be performed remotely. If onsite support is requested, Provider will seek Client's approval prior to any arrangements being made. Any approved travel will be invoiced based on actual costs incurred.
17. The project will leverage Provider's instance of Taskray for sprint and user story management
18. Client will provide reasonable access to key personnel in a timely fashion.
    a. Client will provide the required internal project resources to complete their assigned tasks during the project and provide data and documentation in the format requested by Provider.
    b. Client business and technical stakeholders will actively participate in Sprint Reviews and approve Sprint Item(s)/services provided.
19. Change Requests:
    a. Provider will assess any schedule or delivery slippage resulting from tasks assigned to team members supplied by Client for schedule and cost implications. Provider will detail any changes to cost and schedule resulting from such slippage in an executed Change Request.
    b. All changes and Change Requests outside the defined Description of Services for this statement of work:
        i. Will be accomplished through Provider formal change process,
        ii. Will be executed by both parties, and
        iii. May have cost and schedule implications.
    c. Provider will detail any changes to cost and schedule resulting from such slippage in an executed Change Request and additional hours will be billed as Time and Materials (T&M) at a rate of per hour. Hourly rates are subject to change annually with any new/additional scope or for highly specialized resources.
    d. delays caused by Client's other vendors/consultants/partners will have cost and schedule implications. Provider will detail any changes to cost and schedule resulting from such slippage in an executed Change Request and additional hours will be billed as Time and Materials (T&M) at a rate of per hour.
20. Any issues/blockers to development on Client team will be communicated promptly to Provider to evaluate timeline risk.
21. Provider's work for this phase will be performed remotely and during standard business hours, Monday, Friday with the exception of go-lives.
22. Data & Integrations
    a. Client will provide access to clean, deduplicated source data. Provider can help to provide tools to assist with the extract and evaluation of quality, but additional effort will need to be estimated.
    b. Data will be scrubbed and verified by Client prior to loading into Salesforce
    c. A mutually agreed up middleware tool for integrations will be chosen, and licenses procured by Client, during the Planning and Analysis phase
    d. Integration endpoints will have a proper mechanism for access to the data - it could be an existing and documented REST API, direct database access, file export capabilities, etc.
    e. Provider's timeline assumes integration endpoints are available, documented, and stable. Delays in third-party system availability may result in schedule and cost impacts.

f. Administrators with knowledge of, and access to, systems to which integrations will be performed, will be available during the Build phase. Knowledge for providing systems access and data model documentation will be critical to the success of the analysis.
g. Volumes and frequency for integrations and migrations will be determined during the Planning and Analysis phase
h. All required data architecture needs to be built and established at the time of data modeling
i. Any missing components of data architecture identified as dependencies for implementation will be the responsibility of Client team to resolve
j. Provider is not responsible for data quality issues originating in source systems.
k. Client is responsible for providing access to clean, deduplicated source data to support data migration.
    i. Client is responsible for providing a SQL database to support data migration. Alternatively, Provider Cloud can host the SQL instance at an additional cost to Client.
    ii. Client is responsible for providing an ETL tool to support data migration and data integration.

23. All Marketing Cloud build activities will take place in the production environment and will not be done in a sandbox.
24. Client will provide all copy, content, and creative for emails.
25. Client will provide journey cadence, requirements, and entry and exit criteria for solutions
26. SIT / UAT
    a. Client will be responsible for all regression testing of systems not covered by approved User Stories
    b. Client will write business-based scenarios/scripts for User Acceptance Test per the project plan
    c. Client will provide pass/fail results in UAT App and retest within 2 business days per the project plan
    d. Client Provide written approval the Solution Item(/services provided is ready for deployment
    e. Client will have a Product Owner who will manage the prioritization and backlog of issues/fixes for resolution based on the hours allotted for UAT
    f. Additional use cases and epics/user stories created in this phase will be considered backlog for the project and will be addressed in a future phase
27. Provider expects and plans to perform all services in a continuous manner, unless agreed to in writing by both parties. Delays mandated by Client may have cost and schedule implications. Provider will detail any changes to cost and schedule resulting from such slippage in an executed Change Request.
    a. Provider will assess any schedule or delivery slippage resulting from tasks assigned to Client team. Provider will detail any subsequent changes to cost and schedule resulting from such slippage in an executed Request for Change.
28. Any changes or modifications to the SOW must be agreed upon and documented in a Change Order (CO) and signed by Client and Provider. All approved COs will become addendums to the original SOW, which will then form the new baseline upon which future changes will be measured.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

General Responsibilities and Assumptions

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.

- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**", "**Change Request**" or "**Project Change Request**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.
This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a FIXED FEE basis. Overages will be invoiced on a Time and Materials basis at the agreed-upon rate of $250.00/hour.

Seller will bill at the end of each month, a monthly fixed fee of $150,000.00 based on the set monthly capacity of 600 hours for the term of this agreement, twelve (12) months. This rate will apply for the duration of the contract unless Client chooses to alter team capacity during the contract term. Payment terms are outlined in the Master Service Agreement (MSA). A weekly progress report, including hours used, will be provided to the Client for the duration of the project.

Any changes or modifications to this SOW must be agreed upon and documented in a Change Order (CO) and signed by Client and Service Provider. All approved COs will become addendums to the original SOW, which will then form the new baseline upon which future changes will be measured.

Milestone	Percentage	Fee
Month 12 - 600 Hours	8.34%	$150,000.00
Month 11 - 600 Hours	8.34%	$150,000.00
Month 10 - 600 Hours	8.34%	$150,000.00
Month 9 - 600 Hours	8.33%	$150,000.00
Month 8 - 600 Hours	8.33%	$150,000.00
Month 7 - 600 Hours	8.33%	$150,000.00
Month 6 - 600 Hours	8.33%	$150,000.00

Month 5 - 600 Hours	8.33%	$150,000.00
Month 4 - 600 Hours	8.33%	$150,000.00
Month 3 - 600 Hours	8.33%	$150,000.00
Month 2 - 600 Hours	8.33%	$150,000.00
Month 1 - 600 Hours	8.33%	$150,000.00
Totals	**100%**	**$1,800,000.00**

Flexible Capacity Based Model

The Waves model allows access to Waves Consulting Capacity Model, which provides up a set number of hours monthly to accomplish the items included in the Scope section. This limit can be shifted according to the following:

Banking Hours: Client can reserve capacity from previous months within a quarter (three month increment from start date). Up to 10% of unused capacity may roll-forward to the following month, however, no capacity will be rolled-forward at the end of each quarter (three month increments from start date).

Borrowing Hours: Client may borrow capacity from future months within a quarter. Up to 10% of monthly capacity may be borrowed from future months within the current quarter (3-month increments from the start date). Additional capacity may be borrowed at Service Provider's discretion. Service Provider will charge Client for overages at the next quarterly increment for any borrowed capacity that exceeds the total planned amount.

Overages: Overages are accrued when Client provides direction and approval for the Service Provider team to use hours that exceed available capacity. These hours are invoiced and trued up to reset capacity balance every contract quarter. Overage charges are billed at the predefined rate unless otherwise specified.

Permanent Increase Hours: Client may increase the monthly capacity for an entire year at any time. Client will extend their contract for a new term of twelve (12) months from the time of increase. Service Provider will provide a timeline for when the new level of capacity will be reached within thirty (30) days of increase.

Permanent Decrease Hours: Client may decrease the committed capacity at any time during this twelve (12) month agreement up to 25% of their total capacity per quarter with ninety (90) days' notice; however, the capacity will not fall below 750 hours per month; If a decrease is required, Client will remain obligated to pay for any then-unpaid portion of the professional fees and approved expenses incurred.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Quantity	Subtotal
Monthly Billable Hours	$250.00	600	$150,000.00
Total for Contract Term (12 months)		**7,2000**	**$1,800,000**

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	**Address**
Main Campus	4200 CONNECTICUT AVE NW, Washington, DC 20008

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC		**University of the District of Columbia**	
By:	Joshua B. Greene	By:	
Name:	Joshua Greene	Name:	
Title:	Manager, Contract Negotiations	Title:	
Date:	07/07/2026	Date:	

Mailing Address:	Mailing Address:
200 N. Milwaukee Ave.	4200 CONNECTICUT AVE NW, BUILDING 39 2ND FLOOR #200-B, ACCTS PAYABLE
Vernon Hills, IL 60061	WASHINGTON, DC 20008-1122

Master Agreement

CDW Government LLC
Master Agreement Number CNR01439
Computer Equipment and Related Hardware, Software, Services and Support
August 1, 2017

This Master Agreement (the "Agreement") is effective as of August 1, 2017 by and between CDW Government LLC, an Illinois limited liability company with offices located at 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York not-for-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on RFP # 683385 for Computer Equipment and Related Hardware, Software, Services and Support, all addenda, Supplier response, best and final offer and negotiations.

I. Scope

This national Agreement shall apply to all E&I members (each a member as listed in the official member list, a "Member," as updated from time to time by E&I and provided to the Supplier). Subsidiaries and affiliates of Members may also make purchases pursuant to this Agreement, provided that Supplier is given a list of such entities. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered member institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Members. Any purchases made under this Agreement shall be made by the individual participating Members and any resulting contract shall be between the Member and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective August 1, 2017 through July 31, 2022, with one (1) five- (5) year renewal. Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of a renewal of this Agreement will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

III. Pricing

The pricing and discount percentages for the goods and services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Percentage discounts off Supplier's Nationally Advertised Price (NAP), as set forth on Supplier's website (www.cdwg.com), shall remain firm for the life of the Agreement unless improved for the benefit of the membership. Supplier is authorized to offer Members enhanced pricing on a case-by-case basis or under a Specific Member Agreement ("SMA") and both shall be considered part of this Agreement.

Supplier shall make available any special product offerings or promotions made available by manufacturers or distributors to the extent the programs are generally available to Supplier's customers and they improve pricing to Members.

IV. Holdover Clause

A holdover clause may be invoked to allow Supplier to continue to provide products and services pursuant to any quotation, purchase order or SMA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

V. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting member institution via an SMA, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment B for E&I's General Terms and Conditions.

VI. Member List

The official list of E&I Members will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed. Thereafter, E&I shall provide updates to the list monthly and CDW-G will update membership access to the contract within five (5) business days of receipt of the list.

E&I Cooperative Services
Sourcing. Strategy. Savings.

Master Agreement

CDW Government LLC
Master Agreement Number CNR01439
Computer Equipment and Related Hardware, Software, Services and Support
August 1, 2017

VII. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

CDW Government, LLC Supplier	Educational & Institutional Cooperative Services, Inc
Signature	Signature
Christina V. Rother Printed Name	Gary D. Link, C.P.M. Printed Name
President Title	Sr. Vice President, Consulting Group & Contracts Title
30 July 2017 Date	July 31, 2017 Date

Attachment A-1 – Catalog Pricing

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Manufacturer's Suggested Retail Price ("MSRP") as indicated for the categories and manufacturers listed below. NAP is available on Supplier's website at www.cdwg.com. MSRP can be found on manufacturers' direct websites. Supplier is not responsible for the accuracy of the MSRP and will, to the best of its ability, obtain from the manufacturer, a new MSRP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such MSRP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Category	Supplier Category Code	Price List	Discount
Accessories - Lot 1	A	NAP	9.00%
Power, Cooling, & Racks - Lot 1	B	NAP	7.00%
UPS/Battery Backup - Lot 1	B\BA	NAP	10.00%
Desktop Computers - Lot 1	C	NAP	3.00%
Workstations (PC Compatible Workstations) - Lot 1	C\DT	NAP	5.00%
Data Storage/Drives - Lot 1	D	NAP	7.50%
Hard Disk Drives (Hard Drives including SSDs) - Lot 1	D\TN	NAP	9.00%
Enterprise Storage - Lot 4	E	NAP	7.50%
Hard Disk Drives (Enterprise Hard Drives including SSDs) - Lot 1	E\ES	NAP	9.00%
Point of Sale/Data Capture - Lot 1	F	NAP	5.50%
Servers & Server Management - Lot 4	H	NAP	5.00%
Services (CDW Delivered) - Lot 5	J	NAP	1.00%
Notebook/Mobile (excludes Notebooks, includes Notebook Accessories) - Lot 1	L	NAP	4.50%
Notebook Computers - Lot 1	L\NB	NAP	2.00%
Tablet computers (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	3.50%
Network Switches, Managed, NetComm Products - Lot 4	N	NAP	9.00%
Medical Carts/Office Equipment - Lot 1	O	NAP	9.00%
Printing & Document Scanning - Lot 2	P	NAP	3.50%
Laser Printers (Single Function Printers) - Lot 2	P\LP	NAP	5.00%
Single Function Printers - Lot 2	P\LP	NAP	5.00%
Printer Accessories - Lot 2	P\PA	NAP	10.00%
Toner (Printer Supplies) - Lot 2	P\PU	NAP	8.00%
Printer Supplies(excluding toner) - Lot 2	P\PU	NAP	8.00%
Services (Partner Delivered) - Lot 5	Q	NAP	3.00%
Software - Lot 3	S	NAP	3.00%
Telephony - Lot 1	T	NAP	9.00%
Memory/System Components - Lot 1	U	NAP	9.00%
Video-Projection-Pro Audio - Lot 1	V	NAP	6.50%
Digital Signage Displays - Lot 1	V\PZ	NAP	8.50%
LCD panels or monitors (Computer Displays) - Lot 1	V\VL	NAP	1.50%
Cables - Lot 1	W	NAP	15.00%

Manufacturer	Supplier Category Code	Price List	Discount
APC (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
APC (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
Apple Products		refer to Attachment A-2	
Brocade (Netcomm Products) - Lot 4	N	NAP	12.00%
HP Enterprise (Enterprise Storage) - Lot 4	E	NAP	9.50%
HP Enterprise (Servers & Server Management) - Lot 4	H	NAP	7.00%
HP Enterprise (Netcomm Products) - Lot 4	N	NAP	11.00%
HP Enterprise (Services [Partner Delivered]) - Lot 5	Q	NAP	7.00%
HP Enterprise (Data Center Application Services)		MSRP	30.00%
HP Enterprise (Networking Software)		MSRP	30.00%
HP Enterprise (Networking Optimization & Acceleration)		MSRP	34.00%
HP Enterprise (Optical Networking)		MSRP	34.00%
HP Enterprise (Routers)		MSRP	34.00%
HP Enterprise (Security)		MSRP	34.00%
HP Enterprise (Storage Networking)		MSRP	20.00%
HP Enterprise (Switches)		MSRP	34.00%
HP Enterprise (Wireless)		MSRP	34.00%
HP Enterprise (Unified Communications)		MSRP	34.00%
HP Inc (PC Compatible Workstations) - Lot 1	C\DT	NAP	7.00%
HP Inc (Notebook Computers) - Lot 1	L\NB	NAP	4.00%
HP Inc (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	5.50%
HP Inc (Single Function Printers) - Lot 2	P\LP	NAP	7.00%
HP Inc (Printer Supplies) - Lot 2	P\PU	NAP	10.00%
HP Inc (Services [Partner Delivered]) - Lot 5	Q	NAP	5.00%
HP Inc (Computer Displays) - Lot 1	V\VL	NAP	3.50%
Lenovo (PC Compatible Workstations - Mfg Code LVP) - Lot 1	C\DT	NAP	9.00%
Lenovo (Notbook Computers - Mfg Code LVP) - Lot 1	L	NAP	6.00%
Lenovo (Convertible PCs/Slate PCs- Mfg Code LVP) - Lot 1	L\RD	NAP	7.50%
Lenovo (Services [Partner Delivered] - Mfg Code LVP) - Lot 5	Q	NAP	7.00%
Microsoft Surface (Converible PCs/Slates) - Lot 1	L\RD	NAP	5.50%
Palo Alto Networks (Hardware)		MSRP	16.00%
Palo Alto Networks (Miscellaneous)		MSRP	16.00%
Palo Alto Networks (Education)		MSRP	11.00%
Palo Alto Networks (Subscription)		MSRP	11.00%
Palo Alto Networks (Support)		MSRP	11.00%
Tripp-Lite (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
Tripp-Lite (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
VMware (Software - Mfg Code VMM) - Lot 3	S	NAP	5.00%

Relevant Terms

Refer to Attachment B, Section I for relevant terms.

Attachment A-2 - Apple Products and Services

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Education List Price ("ELP") as indicated for the products listed below. NAP is available on Supplier's website at www.cdwg.com. ELP can be found at www.apple.com. Supplier is not responsible for the accuracy of the ELP and will, to the best of its ability, obtain from the manufacturer, a new ELP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such ELP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Part Number	Description	Price List	Discount
MK142LL/A	iMac 21.5"/1.6DC/8GB/1TB w/ Apple Magic Keyboard and Apple Magic Mouse 2	EPL	0.50%
MK442LL/A	iMac 21.5"/2.8QC/8GB/1TB w/ Apple Magic Keyboard and Apple Magic Mouse 2	EPL	0.50%
MK462LL/A	Mac 27" 5K/3.2QC/8GB/1TB/M380 w/ Apple Magic Keyboard and Apple Magic Mouse 2	EPL	0.50%
MGEM2LL/A	Mac mini/1.4GHZ/4GB/500GB hard drive	EPL	0.50%
MGEN2LL/A	Mac mini/2.6GHZ/8GB/1TB hard drive	EPL	0.50%
MGEQ2LL/A	Mac mini/2.8GHZ/8GB/1TB Fusion Drive	EPL	0.50%
MD878LL/A	Mac Pro 3.5 6-Core Intel Xeon E5/16GB/256GBFLASH/Dual AMD FirePro D500	EPL	0.50%
MLHA2LL/A	MacBook Silver 12.0/1.1GHz Dual-Core Intel Core m3/8GB/256GB Flash	EPL	0.50%
MLHC2LL/A	MacBook Silver 12.0/1.2GHz Dual-Core Intel Core m5/8GB/512GB Flash	EPL	0.50%
MLH72LL/A	MacBook Space Gray 12.0/1.1GHz Dual-Core Intel Core m3/8GB/256GB Flash	EPL	0.50%
MLH82LL/A	MacBook Space Gray 12.0/1.2GHz Dual-Core Intel Core m5/8GB/512GB Flash	EPL	0.50%
MLHE2LL/A	MacBook Gold 12.0/1.1GHz Dual-Core Intel Core m3/8GB/256GB Flash	EPL	0.50%
MLHF2LL/A	MacBook Gold 12.0/1.2GHz Dual-Core Intel Core m5/8GB/512GB Flash	EPL	0.50%
MMGL2LL/A	MacBook Rose Gold 12.0/1.1GHz Dual-Core Intel Core m3/8GB/256GB Flash	EPL	0.50%
MMGM2LL/A	MacBook Rose Gold 12.0/1.2GHz Dual-Core Intel Core m5/8GB/512GB Flash	EPL	0.50%
MMGF2LL/A	MacBook Air 13.3/1.6GHZ/8GB/128GB Flash	EPL	0.50%
MMGG2LL/A	MacBook Air 13.3/1.6GHZ/8GB/256GB Flash	EPL	0.50%
MJLQ2LL/A	MacBook Pro 15.4/2.2GHZ quad-core Intel Core i7/16GB/256GB Flash	EPL	0.50%
MLUQ2LL/A	MacBook Pro 13.3-inch Silver 2.0GHz dual-core Intel Core i5/8GB/256GB Flash	EPL	0.50%
MLL42LL/A	MacBook Pro 13.3-inch Space Gray 2.0GHz dual-core Intel Core i5/8GB/256GB Flash	EPL	0.50%
MLVP2LL/A	MacBook Pro 13.3-inch with Touch Bar Silver 2.9GHz dual-core Intel Core i5/8GB/256GB Flash	EPL	0.50%
MLH12LL/A	MacBook Pro 13.3-inch with Touch Bar Space Gray 2.9GHz dual-core Intel Core i5/8GB/256GB Flash	EPL	0.50%
MNQF2LL/A	MacBook Pro 13.3-inch with Touch Bar Space Gray 2.9GHz dual-core Intel Core i5/8GB/512GB Flash	EPL	0.50%
MLW72LL/A	MacBook Pro 15.4-inch with Touch Bar Silver 2.6GHz quad-core Intel Core i7/16GB/RP-450/256GB Flash	EPL	0.50%

Part Number	Description	Price List	Discount
MLH32LL/A	MacBook Pro 15.4-inch with Touch Bar Space Gray 2.6GHz quad-core Intel Core i7/16GB/RP-450/256GB Flash	EPL	0.50%
MLW82LL/A	MacBook Pro 15.4-inch with Touch Bar Silver 2.7GHz quad-core Intel Core i7/16GB/RP 455/512GB Flash	EPL	0.50%
MLH42LL/A	MacBook Pro 15.4-inch with Touch Bar Space Gray 2.7GHz quad-core Intel Core i7/16GB/RP 455/512GB Flash	EPL	0.50%
MP2H2LL/A	iPad Wi-Fi 128GB - Space Gray	EPL	0.50%
MP2J2LL/A	iPad Wi-Fi 128GB - Silver	EPL	0.50%
MPGW2LL/A	iPad Wi-Fi 128GB - Gold	EPL	0.50%
MP2D2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Space Gray	EPL	0.50%
MP2E2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Silver	EPL	0.50%
MPGC2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Gold	EPL	0.50%
MK8D2LL/A	iPad mini 4 Wi-Fi + Cellular for Apple SIM 128GB - Space Gray	EPL	0.50%
MLMN2LL/A	9.7-inch iPad Pro Wi-Fi 32GB - Space Gray	EPL	0.50%
MLMP2LL/A	9.7-inch iPad Pro Wi-Fi 32GB - Silver	EPL	0.50%
MLMQ2LL/A	9.7-inch iPad Pro Wi-Fi 32GB - Gold	EPL	0.50%
MM172LL/A	9.7-inch iPad Pro Wi-Fi 32GB - Rose Gold	EPL	0.50%
MLMV2LL/A	9.7-inch iPad Pro Wi-Fi 128GB - Space Gray	EPL	0.50%
MLMW2LL/A	9.7-inch iPad Pro Wi-Fi 128GB - Silver	EPL	0.50%
MLMX2LL/A	9.7-inch iPad Pro Wi-Fi 128GB - Gold	EPL	0.50%
MM192LL/A	9.7-inch iPad Pro Wi-Fi 128GB - Rose Gold	EPL	0.50%
MLMY2LL/A	9.7-inch iPad Pro Wi-Fi 256GB - Space Gray	EPL	0.50%
MLN02LL/A	9.7-inch iPad Pro Wi-Fi 256GB - Silver	EPL	0.50%
MLN12LL/A	9.7-inch iPad Pro Wi-Fi 256GB - Gold	EPL	0.50%
MM1A2LL/A	9.7-inch iPad Pro Wi-Fi 256GB - Rose Gold	EPL	0.50%
MLPW2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 32GB - Space Gray	EPL	0.50%
MLPX2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 32GB - Silver	EPL	0.50%
MLPY2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 32GB - Gold	EPL	0.50%
MLYJ2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 32GB - Rose Gold	EPL	0.50%
MLQ32LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 128GB - Space Gray	EPL	0.50%
MLQ42LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 128GB - Silver	EPL	0.50%
MLQ52LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 128GB - Gold	EPL	0.50%
MLYL2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 128GB - Rose Gold	EPL	0.50%
MLQ62LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray	EPL	0.50%
MLQ72LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 256GB - Silver	EPL	0.50%
MLQ82LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 256GB - Gold	EPL	0.50%
MLYM2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 256GB - Rose Gold	EPL	0.50%
ML0F2LL/A	12.9-inch iPad Pro Wi-Fi 32GB - Space Gray	EPL	0.50%
ML0G2LL/A	12.9-inch iPad Pro Wi-Fi 32GB - Silver	EPL	0.50%
ML0H2LL/A	12.9-inch iPad Pro Wi-Fi 32GB - Gold	EPL	0.50%
ML0N2LL/A	12.9-inch iPad Pro Wi-Fi 128GB - Space Gray	EPL	0.50%
ML0Q2LL/A	12.9-inch iPad Pro Wi-Fi 128GB - Silver	EPL	0.50%
ML0R2LL/A	12.9-inch iPad Pro Wi-Fi 128GB - Gold	EPL	0.50%
ML0T2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Space Gray	EPL	0.50%
ML0U2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Silver	EPL	0.50%
ML0V2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Gold	EPL	0.50%
ML3K2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 128GB - Space Gray	EPL	0.50%
ML3N2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 128GB - Silver	EPL	0.50%
ML3Q2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 128GB - Gold	EPL	0.50%

Part Number	Description	Price List	Discount
ML3T2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray	EPL	0.50%
ML3W2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Silver	EPL	0.50%
ML3Z2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Gold	EPL	0.50%
MKME2LL/A	iPod shuffle 2GB Blue	EPL	0.50%
MKM92LL/A	iPod shuffle 2GB Gold	EPL	0.50%
MKM72LL/A	iPod shuffle 2GB Pink	EPL	0.50%
MKMG2LL/A	iPod shuffle 2GB Silver	EPL	0.50%
MKMJ2LL/A	iPod shuffle 2GB Space Gray	EPL	0.50%
MKN02LL/A	iPod nano 16GB Blue	EPL	0.50%
MKMX2LL/A	iPod nano 16GB Gold	EPL	0.50%
MKMV2LL/A	iPod nano 16GB Pink	EPL	0.50%
MKN22LL/A	iPod nano 16GB Silver	EPL	0.50%
MKN52LL/A	iPod nano 16GB Space Gray	EPL	0.50%
MKH22LL/A	iPod touch 16GB Blue	EPL	0.50%
MKH02LL/A	iPod touch 16GB Gold	EPL	0.50%
MKGX2LL/A	iPod touch 16GB Pink	EPL	0.50%
MKH42LL/A	iPod touch 16GB Silver	EPL	0.50%
MKH62LL/A	iPod touch 16GB Space Gray	EPL	0.50%
MKHV2LL/A	iPod touch 32GB Blue	EPL	0.50%
MKHT2LL/A	iPod touch 32GB Gold	EPL	0.50%
MKHQ2LL/A	iPod touch 32GB Pink	EPL	0.50%
MKHX2LL/A	iPod touch 32GB Silver	EPL	0.50%
MKJ02LL/A	iPod touch 32GB Space Gray	EPL	0.50%
MKHE2LL/A	iPod touch 64GB Blue	EPL	0.50%
MKHC2LL/A	iPod touch 64GB Gold	EPL	0.50%
MKGW2LL/A	iPod touch 64GB Pink	EPL	0.50%
MKHJ2LL/A	iPod touch 64GB Silver	EPL	0.50%
MKHL2LL/A	iPod touch 64GB Space Gray	EPL	0.50%
MGY52LL/A	Apple TV (4th generation) 32GB	EPL	0.50%
MLNC2LL/A	Apple TV (4th generation) 64GB	EPL	0.50%
MLLC2LL/A	Siri Remote (for Apple TV 4th generation)	EPL	0.50%
MLYE2LL/A	BeatsX Earphones - Black	EPL	0.50%
MLYG2LL/A	BeatsX Earphones - Blue	EPL	0.50%
MNLV2LL/A	BeatsX Earphones - Grey	EPL	0.50%
MLYF2LL/A	BeatsX Earphones - White	EPL	0.50%
ML8V2LL/A	Powerbeats3 Wireless Earphones - Black	EPL	0.50%
MNLX2LL/A	Powerbeats3 Wireless Earphones - Flash Blue	EPL	0.50%
MNN02LL/A	Powerbeats3 Wireless Earphones - Shock Yellow	EPL	0.50%
ML8W2LL/A	Powerbeats3 Wireless Earphones - White	EPL	0.50%
MHD02AM/B	urBeats Earphones - Black	EPL	0.50%
MK9X2AM/B	urBeats Earphones - Gold	EPL	0.50%
MLLH2AM/B	urBeats Earphones - Rose Gold	EPL	0.50%
MK9Y2AM/B	urBeats Earphones - Silver	EPL	0.50%
MK9W2AM/B	urBeats Earphones - Space Gray	EPL	0.50%
MP172LL/A	urBeats Earphones – Ultra Violet	EPL	0.50%
ML992LL/A	Beats EP On-Ear Headphones - Black	EPL	0.50%
ML9D2LL/A	Beats EP On-Ear Headphones - Blue	EPL	0.50%
ML9C2LL/A	Beats EP On-Ear Headphones - Red	EPL	0.50%
ML9A2LL/A	Beats EP On-Ear Headphones - White	EPL	0.50%

Part Number	Description	Price List	Discount
MH8W2AM/B	Beats Solo2 On-Ear Headphones - Black	EPL	0.50%
MH8X2AM/B	Beats Solo2 On-Ear Headphones - White	EPL	0.50%
ML9E2AM/A	Beats Solo2 On-Ear Headphones (Luxe Edition) - Black	EPL	0.50%
ML9F2AM/A	Beats Solo2 On-Ear Headphones (Luxe Edition) - Blue	EPL	0.50%
ML9G2AM/A	Beats Solo2 On-Ear Headphones (Luxe Edition) - Red	EPL	0.50%
MLA42AM/A	Beats Solo2 On-Ear Headphones (Luxe Edition) - Silver	EPL	0.50%
MP162LL/A	Beats Solo3 Wireless On-Ear Headphones - (PRODUCT)RED	EPL	0.50%
MP582LL/A	Beats Solo3 Wireless On-Ear Headphones - Black	EPL	0.50%
MNEN2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gloss Black	EPL	0.50%
MNEP2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gloss White	EPL	0.50%
MNER2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gold	EPL	0.50%
MNET2LL/A	Beats Solo3 Wireless On-Ear Headphones - Rose Gold	EPL	0.50%
MNEQ2LL/A	Beats Solo3 Wireless On-Ear Headphones - Silver	EPL	0.50%
MP132LL/A	Beats Solo3 Wireless On-Ear Headphones – Ultra Violet	EPL	0.50%
MHDL2AM/B	Beats Studio Over-Ear Headphones - Metallic Sky	EPL	0.50%
MP1F2LL/A	Beats Studio Wireless Over-Ear Headphones - Gloss Black	EPL	0.50%
MP1G2LL/A	Beats Studio Wireless Over-Ear Headphones - Gloss White	EPL	0.50%
MHDM2AM/B	Beats Studio Wireless Over-Ear Headphones - Gold	EPL	0.50%
MHAK2AM/B	Beats Studio Wireless Over-Ear Headphones - Titanium	EPL	0.50%
ML4Q2LL/A	Beats Pill+ Portable Speaker - (PRODUCT)RED	EPL	0.50%
MHDV2G/A	Beats RemoteTalk Cable	EPL	0.50%
MMEF2AM/A	AirPods	EPL	0.50%
ME186LL/A	Apple In-Ear Headphones with Remote and Mic	EPL	0.50%
MNHF2AM/A	EarPods with 3.5mm Headphone Plug	EPL	0.50%
MMTN2AM/A	EarPods with Lightning Connector	EPL	0.50%
MB110LL/B	Apple Keyboard with Numeric Keypad - US	EPL	0.50%
MLA22LL/A	Apple Magic Keyboard - US English	EPL	0.50%
MK0C2AM/A	Apple Pencil for iPad Pro	EPL	0.50%
MLUN2AM/A	Apple Pencil Tips - 4 Pack	EPL	0.50%
MM2L2AM/A	Smart Keyboard for 9.7-inch iPad Pro	EPL	0.50%
MJYR2LL/A	Smart Keyboard for 12.9-inch iPad Pro	EPL	0.50%
MLA02LL/A	Apple Magic Mouse 2	EPL	0.50%
MJ2R2LL/A	Apple Magic Trackpad 2	EPL	0.50%
MB112LL/B	Apple Mouse	EPL	0.50%
MM4T2AM/A	Apple Remote	EPL	0.50%
MC552AM/B	Apple 30-pin to VGA Adapter	EPL	0.50%
MNN62AM/A	iPhone Lightning Dock - Black	EPL	0.50%
ML8H2AM/A	iPhone Lightning Dock - Space Gray	EPL	0.50%
MGRM2AM/A	iPhone Lightning Dock - White	EPL	0.50%
MMX62AM/A	Lightning to 3.5 mm Headphone Jack Adapter	EPL	0.50%
MQ4N2ZM/A	iPad Smart Cover - (PRODUCT)RED *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%
MQ4L2ZM/A	iPad Smart Cover - Charcoal Gray *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%
MQ4P2ZM/A	iPad Smart Cover - Midnight Blue *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%
MQ4Q2ZM/A	iPad Smart Cover - Pink Sand *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%
MQ4M2ZM/A	iPad Smart Cover - White *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%

Part Number	Description	Price List	Discount
MKLN2ZM/A	iPad mini 4 Silicone Case - (PRODUCT)RED	EPL	0.50%
MKLK2ZM/A	iPad mini 4 Silicone Case - Charcoal Gray	EPL	0.50%
MKLM2ZM/A	iPad mini 4 Silicone Case - Midnight Blue	EPL	0.50%
MKLP2ZM/A	iPad mini 4 Silicone Case - Stone	EPL	0.50%
MKLY2ZM/A	iPad mini 4 Smart Cover - (PRODUCT)RED	EPL	0.50%
MKLV2ZM/A	iPad mini 4 Smart Cover - Charcoal Gray	EPL	0.50%
MKLX2ZM/A	iPad mini 4 Smart Cover - Midnight Blue	EPL	0.50%
MKM02ZM/A	iPad mini 4 Smart Cover - Stone	EPL	0.50%
MKLW2ZM/A	iPad mini 4 Smart Cover - White	EPL	0.50%
MM222AM/A	Silicone Case for 9.7-inch iPad Pro - (PRODUCT)RED	EPL	0.50%
MM262AM/A	Silicone Case for 9.7-inch iPad Pro - Apricot	EPL	0.50%
MM1Y2AM/A	Silicone Case for 9.7-inch iPad Pro - Charcoal Grey	EPL	0.50%
MNN82ZM/A	Silicone Case for 9.7-inch iPad Pro - Cocoa	EPL	0.50%
MM212AM/A	Silicone Case for 9.7-inch iPad Pro - Midnight Blue	EPL	0.50%
MNN72ZM/A	Silicone Case for 9.7-inch iPad Pro - Pink Sand	EPL	0.50%
MN2G2ZM/A	Silicone Case for 9.7-inch iPad Pro - Sea Blue	EPL	0.50%
MM232AM/A	Silicone Case for 9.7-inch iPad Pro - Stone	EPL	0.50%
MM202AM/A	Silicone Case for 9.7-inch iPad Pro - White	EPL	0.50%
MM2D2AM/A	Smart Cover for 9.7-inch iPad Pro - (PRODUCT)RED	EPL	0.50%
MM292AM/A	Smart Cover for 9.7-inch iPad Pro - Charcoal Grey	EPL	0.50%
MM2C2AM/A	Smart Cover for 9.7-inch iPad Pro - Midnight Blue	EPL	0.50%
MNN92ZM/A	Smart Cover for 9.7-inch iPad Pro - Pink Sand	EPL	0.50%
MM2A2AM/A	Smart Cover for 9.7-inch iPad Pro - White	EPL	0.50%
MK0D2ZM/A	Silicone Case for 12.9-inch iPad Pro - Charcoal Gray	EPL	0.50%
MK0E2ZM/A	Silicone Case for 12.9-inch iPad Pro - White	EPL	0.50%
MK0L2ZM/A	Smart Cover for 12.9-inch iPad Pro - Charcoal Gray	EPL	0.50%
MLJK2ZM/A	Smart Cover for 12.9-inch iPad Pro - White	EPL	0.50%
MGQL2LL/A	iPhone 6s Smart Battery Case - Charcoal Gray (also compatible with iPhone 6)	EPL	0.50%
MGQM2LL/A	iPhone 6s Smart Battery Case - White (also compatible with iPhone 6)	EPL	0.50%
MMY62ZM/A	iPhone 7 Leather Case - (PRODUCT)RED	EPL	0.50%
MMY52ZM/A	iPhone 7 Leather Case - Black	EPL	0.50%
MMY32ZM/A	iPhone 7 Leather Case - Midnight Blue	EPL	0.50%
MMY22ZM/A	iPhone 7 Leather Case - Saddle Brown	EPL	0.50%
MMY12ZM/A	iPhone 7 Leather Case - Storm Gray	EPL	0.50%
MMWN2ZM/A	iPhone 7 Silicone Case - (PRODUCT)RED	EPL	0.50%
MMW82ZM/A	iPhone 7 Silicone Case - Black	EPL	0.50%
MMX22ZM/A	iPhone 7 Silicone Case - Cocoa	EPL	0.50%
MMWK2ZM/A	iPhone 7 Silicone Case - Midnight Blue	EPL	0.50%
MMWW2ZM/A	iPhone 7 Silicone Case - Ocean Blue	EPL	0.50%
MMX12ZM/A	iPhone 7 Silicone Case - Pink Sand	EPL	0.50%
MMX02ZM/A	iPhone 7 Silicone Case - Sea Blue	EPL	0.50%
MMWR2ZM/A	iPhone 7 Silicone Case - Stone	EPL	0.50%
MMWF2ZM/A	iPhone 7 Silicone Case - White	EPL	0.50%
MN002LL/A	iPhone 7 Smart Battery Case - Black	EPL	0.50%
MN012LL/A	iPhone 7 Smart Battery Case - White	EPL	0.50%
MMYJ2ZM/A	iPhone 7 Plus Leather Case - Black	EPL	0.50%
MMYG2ZM/A	iPhone 7 Plus Leather Case - Midnight Blue	EPL	0.50%
MMQR2ZM/A	iPhone 7 Plus Silicone Case - Black	EPL	0.50%

Part Number	Description	Price List	Discount
MMT12ZM/A	iPhone 7 Plus Silicone Case - Cocoa	EPL	0.50%
MMQU2ZM/A	iPhone 7 Plus Silicone Case - Midnight Blue	EPL	0.50%
MMT02ZM/A	iPhone 7 Plus Silicone Case - Pink Sand	EPL	0.50%
MMQV2ZM/A	iPhone 7 Plus Silicone Case - PRODUCT(RED)	EPL	0.50%
MMQW2ZM/A	iPhone 7 Plus Silicone Case - Stone	EPL	0.50%
All Other Apple Products		NAP	0.50%

Attachment A-3 – Configuration Services

For the Configuration Services listed below, Supplier will provide Members with firm fixed prices.

Supplier Item #	Service	Description	Firm Fixed Price
CDW Configuration Center Installation Services			
1706188	Hardware	CDW Hardware Install for Server	$ 32.99
1706189	Hardware	CDW Hardware Install for DT-LT-PRT	$ 17.99
1820627	Hardware	CDW Hardware Install for Netcom	$ 22.99
Asset Tagging			
322170	Asset Tags	CDW ASSET TAGS NO INSTALL MAIL ONLY	$ 0.98
338519	Asset Tags	CDW ASSET TAG W/O INSTALL	$ 9.99
338521	Asset Tags	CUSTOMER ASSET TAG W/INSTALL	$ 9.99
338523	Asset Tags	CUSTOMER ASSET TAG W/O INSTALL	$ 9.99
500814	Asset Tags	CDW CREATE CUSTOM TAG/LABEL	$ 29.99
500815	Asset Tags	BASIC CUSTOM TAG	$ 9.99
500817	Asset Tags	INTERMEDIATE CUSTOM TAG	$ 17.99
500818	Asset Tags	ADVANCED CUSTOM TAG	$ 22.99
537315	Asset Tags	CDW CREATED CUSTOM TAG – MAIL ONLY	$ 1.22
955862	Asset Tags	CDWG UID TAG/LABEL	$ 9.99
Configuration Service Bundles			
2342089	Bundle	CDW HW IMAGE CDW ASSET TAG-REQ1173	$ 45.99
2342092	Bundle	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	$ 52.99
2342096	Bundle	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	$ 52.99
2342098	Bundle	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	$ 46.99
2342102	Bundle	CDW IMAGE CDW ASSET TAG PRI-REQ1177	$ 39.99
2342106	Bundle	CDW HW IMAGE PRIORITY-REQ1178	$ 53.99
2423730	Bundle	CDW HW IMAGE CDW ASSET PRI-REQ1193	$ 53.99
2423732	Bundle	CDW HW IMG BSC CSTM TAG PRI-REQ1194	$ 59.99
2423734	Bundle	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	$ 59.99
2426793	Bundle	CDW IMAGE CUSTMER ASSET TAG-REQ1197	$ 39.99
2426795	Bundle	CDW IMAGE CDW ASSET TAG-REQ1198	$ 32.99
2426798	Bundle	CDW HARDWARE IMAGE DEPLOY-REQ1199	$ 45.99
2853723	Bundle	CDW IMAGE BASIC CUSTOM TAG-REQ1324	$ 39.99
2853726	Bundle	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	$ 39.99
Diagnostics			
214266	Diagnostics	CDW BURN IN 12 HOURS	$ 21.99
Imaging			
195856	Imaging	CDW INSTALLING CUSTOM SERVER IMAGE	$ 113.99
247489	Imaging	HILL ROM CREATE CUSTOM RESTORE CD	$ 49.99
266912	Imaging	CDW APPLE IMAGE DEPLOYMENT	$ 32.99
283926	Imaging	CDW MASTER IMAGE CREATION CREDIT	$ 183.99
379370	Imaging	CDW INSTALLING CUSTOM PDA IMAGE	$ 17.99
534223	Imaging	CDW IMAGE DEPLOYMENT & INTEGRATION	$ 32.99

Imaging				
763587	Imaging	FLASH DRIVE IMAGING	$	9.99
763593	Imaging	CDW USB RESTORE UPTO 16GB	$	39.99
2869570	Imaging	CDW USB RESTORE UPTO 32GB	$	52.99
809048	Imaging	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	$	31.99
1640342	Imaging	CDW INSTALLING ALTIRIS SERVER IMAGE	$	113.99
1926223	Imaging	CDW TERMINAL IMAGE DEPLOYMENT	$	32.99
2691836	Imaging	CDW SCCM CONFIG SERVICE-ZERO TOUCH	$	32.99
2798606	Imaging	CDW IMAGE MODEL MIGRATION CREDIT	$	113.99
Laser Etching				
1461330	Laser Etching	CDW LASER ETCHING BASIC TEMPLATE	$	32.99
1461344	Laser Etching	CDW LASER ETCHING-TIER 1 STATIC SML	$	19.99
2815190	Laser Etching	CDW LASER ETCHING-TIER 2 STATIC LRG	$	22.99
2815191	Laser Etching	CDW LASER ETCHING-TIER 3 DYNAMIC	$	29.99
Mobile Cart Services				
1197185	Mobile Carts	CDW BASIC MOBILE CART CONFIGURATION	$	89.99
1197186	Mobile Carts	CDW ADVANCED MOBILE CART CONFIGURATION	$	129.99
Netcom/ Routing				
311718	Netcom	CDW SWITCH-ROUTER CONFIG LABOR LEVEL 1	$	52.99
1550455	Netcom	CDW CHASSIS SWTCH-RTR CFG LABOR LVL2	$	123.99
1550460	Netcom	CDW SWITCH-ROUTER CONFIG LABOR LEVEL 2	$	82.99
2394839	Netcom	CDW CHASSIS SWTCH-RTR CFG LABOR LVL1	$	88.99
2432019	Netcom	CDW VPN DOMAIN JOIN ONLY	$	14.99
Other Configuration Services				
504311	Other	CDW HP ILO ACTIVATION	$	21.99
872360	Other	SYSTEM'S BIOS/FIRMWARE UPG	$	24.99
1197175	Other	CDW CUSTOM IP CONFIGURATION	$	21.99
1197180	Other	CDW BIOS CUSTOMIZATION	$	9.99
1369901	Other	CDW SRVC CUSTOM ADDED INSERTS	$	9.99
1369904	Other	CDW COMPUTRACE ACTIVATION	$	9.99
1369905	Other	CDW DATA CAPTURE & TRACKING SRVC	$	9.99
1685998	Other	CDW HARD DRIVE PARTITION/FORMAT ONLY	$	7.99
1713539	Other	CDW SPECIAL CONFIG REQ - 1 CREDIT	$	9.99
1713542	Other	CDW SPECIAL CONFIG REQ - 6 CREDITS	$	39.99
1713544	Other	CDW SPECIAL CONFIG REQ - 12 CREDITS	$	76.99
2366694	Other	CDW APPLE IOS CUSTOMIZATION LVL 1	$	22.99
2366709	Other	CDW APPLE IOS CUSTOMIZATION LVL 2	$	39.99
2613286	Other	CDW ANDROID CUSTOMIZATION LVL 1	$	22.99
2613287	Other	CDW ANDROID CUSTOMIZATION LVL 2	$	39.99
2671476	Other	CDW SCREEN OVERLAY INSTALL SERVICE	$	14.99
2696504	Other	CDW ENCRYPTION SERVICE	$	21.99
2828923	Other	CDW SAS RAID Activation	$	21.99
2858009	Other	CDW KINDLE AD REMOVAL REQ1329	$	39.99

Software Services				
76056	Software	CDW STANDARD APPLICATION INSTALL	$	46.99
76980	Software	CDW NETWORK OPERATING SYSTEM INSTALL	$	236.99
346243	Software	CDW STANDARD OPERATING SYSTEM INSTALL	$	100.00
931000	Software	CDW NETWORK APPLICATION INSTALL	$	123.99
1197183	Software	CDW APPLICATION UPDATES AND MAINTENANCE	$	29.99
1278296	Software	CDW OS DOWNGRADE	$	113.99
1291101	Software	CDW RED HAT INSTALLATION OS-ALL VERS	$	149.99
1550439	Software	SUN SOLARIS INSTALLATION – ALL VERSIONS	$	236.99
1550447	Software	VMWARE INSTALLATION – ALL VERSIONS	$	89.99
2877582	Software	CDW CHROME OS UPDATE AND CONFIG	$	21.99

Attachment B

I. Relevant Terms

A. Customer Support
Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm local time).

B. Order Fulfillment
Order Accuracy rate shall be maintained at 98% or greater. Order Accuracy rate is defined as "the number of items (referred to as EDCs by Supplier) delivered as ordered divided by the total number of items delivered per calendar quarter."

Order Fill rate shall be maintained at 95% or greater, evaluated quarterly. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order."

Supplier, within two (2) business days after receiving a purchase order, shall notify the Member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the Member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage as made available to Supplier by manufacturer
- Plan of action (when delivery may be expected or suggested replacement)

C. Substitutions
No substitutions of alternate items for products ordered are permitted without the express prior written approval of the Member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the Member.

D. Minimum Orders
No minimum order charges or conditions shall apply for any purchases made under this Agreement.

E. Supplemental Charges
Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the goods and/or services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the Member. If Supplier offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified within a quote and explicitly accepted by Member prior to order.

F. Delivery
Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Normal delivery of orders must be accomplished at established times as set by the Member. Order Fill rate shall be maintained at 95% or greater as defined in Section B, above. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the Member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given Member until receipt of the goods at the point of delivery. The products furnished shall be delivered:

F.O.B. Destination, Full Freight Allowed (Supplier pays freight)

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the Member. If special delivery or handling charges are applicable they shall be pre-approved by the Member.

The Supplier shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

G. Packaging and Labeling

Shipments are to have packing and packaging which is environmentally sensitive and state of the art. Stuffing (e.g. "popcorn", etc.) is to be biodegradable. INSTAPAK will not be used. Wrapping, boxing and crating are to be minimized. Supplier will make best efforts to ensure that recycled cardboard is to be used in place of new cardboard. Large shipments (skids, etc.) are to be shrink-wrapped. Pallets will be standard wood four-way. The supplier must work with OEMs and distributors so that direct ship and pass through shipments are packaged with the same considerations.

The supplier is expected to look for cutting edge packaging innovations for delivery options, such as exchangeable packs, bags, or other similar containers that would eliminate as much traditional packaging materials as possible.

Each packaged order shall have a packing label affixed indicating the order number, order date, ship to name & address, delivery zone (if requested), and any additional information requested by the ordering Member. In addition, each order shall have a packing list.

H. Tracking Lost and Damaged Shipments

Supplier relies upon various carriers to deliver products to Members. In the event that a carrier or shipper fails to deliver or delivers products incorrectly, upon receipt of notification from the Member, Supplier shall take immediate corrective action to make the correct delivery at no cost to Member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier is required to immediately contact Member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

I. Returns – Defective and Non-Conforming Goods or Services

If any goods or services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications, any other provisions of the Agreement, or any SMA, Supplier shall offer some or all of the following remedies which shall be available to the Member within thirty (30) days after delivery of product by Supplier:

- Repair and Replacement: Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- Cancellation: Member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier, and any payments made by Member for products or services purchased shall be refunded by the Supplier and/or its agents.
- Like-for-Like: Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the Member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- Removal: Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, Member may return all or any portion of such goods at the expense of Supplier.
- Risk of Loss and Storage: All goods shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- Supplier Liability: The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) and other incidental and consequential damages resulting from such failure to meet all the requirements of this Agreement and any SMA.
- Products under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the Member fails to provide timely notice of product failure to the Supplier.
- After the Warranty Period: After the warranty period, the Supplier is responsible to make sure that service agreements are available to the Member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

J. Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit within 30 days of purchase:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped.
- The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer needed.

Certain products may be non-returnable, including but not limited to custom build units. Supplier shall disclose such limitations to Member at time of quote or prior to acceptance of order by Supplier.

K. Restocking Policy

Supplier shall not impose a restocking fee on member under the following circumstances:

- Item is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Unopened inventory is returned within 10 business days of delivery.
- Inventory is returned, but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 15% of the value of the items needing re-stocking.

L. Warranty and Product Condition of Sale

Manufacturer's standard warranty shall apply to purchases made under this Agreement and Members will look directly to the manufacturer for all warranty issues. Notwithstanding the foregoing, Supplier will work with Members for warranty concerns, where appropriate, and will work with its manufacturers and partners to facilitate warranties at appropriate levels and coverage areas.

Supplier should track the product warranty for products sold to Member. Subject to manufacturer program details, loaner products shall be made available while Member's equipment is out for warranty repair.

Supplier certifies and warrants that all products sold to Members shall be:

- New and genuine
- Free from defects
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

For refurbished products, Supplier shall disclose to Member the specified product is refurbished on a quote and before acceptance of the order.

M. Extended Warranty Option

Supplier shall offer optional manufacturer or third-party warranty extensions on all systems where available.

N. User Manuals

Upon request, Supplier shall provide on-line links to original instruction manuals for each unit ordered and will use reasonable efforts to obtain documentation for all components used. Electronic notification of bulletins, revisions and corrections shall be provided upon request as they are issued by manufacturer.

O. New and Discontinued Products

Supplier shall immediately notify E&I and the membership of any new or discontinued products upon notification by manufacturer. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed

P. Replacement Parts
If Supplier offers replacement parts, then a separate category of "Replacement Parts" pricing should be added to the proposed discount structure.

Q. Evaluation Units
If requested, Supplier shall make available evaluation units of products, subject to manufacturer's evaluation program terms. It is preferred that units for evaluation be provided free of charge and that the quantity of any evaluation unit requested will be reasonable but sufficient to undertake an appropriate evaluation. Supplier shall provide Member with return instructions as appropriate.

R. Business Review Meetings
In order to maintain a partnership between the member and the Supplier, Members may require business review meetings. These meetings shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)
- Review of new technologies, industry trends

S. Reporting
Member Self-Serve Reporting - Supplier shall provide Members with electronic, real-time information on status and order history and access to standard and custom reports in various formats twenty-four (24) hours a day, seven (7) days a week via the online Account Center available on Supplier's website (www.cdwg.com).

Additional Member Reports - Upon request, Supplier shall provide the following additional reports to Members with an annual spend over $1,000,000.00:

- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price (when applicable to the calculation of the sale price), total sales price (total quantity shipped x sales price), bundle vs. non-bundle, and department if provided by member at time of order
- Total order accuracy and fill rates
- Number of orders returned due to Member error
- Total re-stocking charges applied
- Number of orders returned due to Supplier error
- Total dollar value of miscellaneous charges including but not limited to transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e. company news, systems failures, product recalls, etc.
- EPEAT standards of equipment ordered (sustainability) as made available by manufacturer
- Historically Underutilized Business (HUB) spend (supplier diversity)

For Members with annual spend below $1,000,000, Supplier, at its sole discretion, shall make reasonable efforts to accommodate additional reporting requests.

T. Employee Purchase Program
Supplier may offer discounted products to Members' students, faculty and staff for personal purchases to the extent allowed by manufacturer for such purchases. For products restricted by manufacturer to students only, Supplier, if available, shall offer an appropriate version for employee purchase. Such purchases may be subject to taxes and other fees. Programs are fulfilled pursuant to standard terms of sale available at www.cdwg.com.

II. General Terms and Conditions

1. Orders

All terms and conditions of an individual member's standard procurement terms for ordering may apply. With each purchase order, it is mutually agreed that the member's purchase order shall create an agreement between the parties thereto containing all specifications, terms and conditions of the Agreement, except as amended by Supplier and agreed to by Member.

2. Emergency Purchases

Members reserve the right to make purchases of items included under this contract when emergency conditions exist. All emergency purchases shall be reported to E&I as regular sales.

3. Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of the Agreement, except as amended by the Member and accepted by the Supplier. The Member placing the order with the Supplier shall be solely liable for payment for products and/or services ordered and will be invoiced directly by the Supplier. Neither E&I nor its Members shall be liable for the indebtedness of any other Member.

If a Member does not specify payment terms, the default payment term for Members shall include invoicing at time of shipment. Payments shall be due within thirty (30) days of invoice date, or as required by the Member's statutory requirements.

Cash discounts for prompt payment may be offered to any Member from the date of receipt of the invoices, or as required by the Member's statutory requirements. Negotiated cash discounts with Members for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.

4. Specific Member Agreements

Member and Supplier may enter into a separate, supplemental, Specific Member Agreement ("SMA"), to further define the requirements which may differ from the pricing and/or minimum service requirements in this Agreement. Any SMA developed is exclusively between the Member and Supplier and shall not apply to E&I or other Members' purchases under this Agreement. E&I, its agents, members and employees shall not be made party to any claim for breach of such agreement.

5. Third Party Distributors/Subcontractors

In the event that the Supplier chooses to subcontract any service or delivery of the products under the terms herein, the Supplier shall fully warrant prompt performance of the subcontractor in a, workmanlike manner customary in the industry. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve the Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the Member.

6. Education Pricing/Pricing Parity

Subject to applicable law, the pricing established under this Agreement is to be equal to or better than Members receive generally under other comparable consortiums serving Education with the same scope of products, services and volume as E&I under substantially similar terms and conditions.

7. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such a federal or state court located in that state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the federal or state courts within the state of New York.

8. Compliance with Law
Supplier warrants and certifies that in the performance of this Agreement, it has complied with all applicable laws, including but not limited to, applicable laws and regulations pertaining to labor, wages, hours and other conditions of employment.

9. Funding Provided by Federal Contracts or Grants
Where federal contracts or grants provide funding to a Member and such Member notifies Supplier of same, it is the responsibility of the Supplier and the Member to comply with all applicable Federal Acquisition Regulations (FAR) and shall complete any certifications and disclosures required pursuant to the terms of the FAR. When federal contract or grant funds are used for such Member purchases which exceed $25,000 under this Agreement and Member notifies Supplier, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the federal government upon Member's written request prior to the submission of a purchase order.

10. Insolvency
In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may terminate this Agreement without prior notice and without incurring any liability whatsoever to Supplier except for E&I invoices that may be outstanding for payment.

11. Assignments
With the exception of Supplier's affiliates, Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

12. Resale
E&I and a Member may purchase goods for resale upon written notice to and agreement by Supplier. Such purchases shall be subject to the terms and conditions, including any right, warranty and interest to the extent allowable by the manufacturer or distributor.

13. Patent Trademark and Copyright Infringement
The Supplier warrants that the products/services hereby sold, do not infringe upon or violate any patent, copyright, trademark, trade secret existing under laws of the United States. The Supplier agrees to defend actions alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from losses arising therefrom.

14. Use of Name, Logos, etc. in Advertising
Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without prior written consent of E&I or such Member. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written consent of the Supplier.

15. Transactions between Supplier and E&I Member
The purchase of products and/or services from Supplier by a Member is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and a Member, Supplier shall not voluntarily make E&I a party to that litigation. A violation of this Section 15 shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

16. Responsibility for Damage Claims - Reserved

17. Protection of Property and Liability
The Supplier shall take care not to damage the premises of E&I or its Members, and in case such damage occurs as the result of purchases under this contract, Supplier shall make appropriate restitution after written notice to Supplier and within thirty (30) days. Failure to do so shall be deemed a material breach of this Agreement.

18. Indemnification of E&I and Member
Supplier agrees to indemnify and hold harmless E&I and its Members from and against all costs, including reasonable legal fees costs, associated with third party claims, including worker's compensation claims, which arise pursuant to a final judgment by a court of competent jurisdiction or which are included as the result of a final settlement and where such claims arise as a result of death or damage to personal tangible property and which are a direct result of the negligence or willful misconduct in Supplier's performance hereunder (each a Claim). Supplier, at the request of the Member and/or E&I, shall undertake to participate fully in the defense of a Claim in accordance with the applicable laws of the state where the Member or E&I is located.

19. Limitation of Liability
Neither Supplier, E&I nor Member shall be liable for any punitive, consequential, special or other indirect damages. Neither Supplier, E&I nor Member shall be liable hereunder for any damage in excess of $2,500,000 except in the event of that party's negligent acts or omissions.

20. Insurance
If fabrication, construction, installation, service or other work is specified to be conducted on member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

21. Licenses/Permits/Taxes and Tax Exempt Status
Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the applicable rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department as applicable to Supplier and shall assume all liability for all applicable taxes.

E&I is a not-for-profit corporation. Members may be 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all applicable taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

22. Americans With Disabilities Act
Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

23. Compliance with Immigration Reform and Control Act of 1986
Supplier shall comply with the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act as amended.

24. Alcohol, Tobacco & Drug Rules and Regulations
Employees of the Supplier and its subcontractors shall comply with all agreed upon instructions, pertaining to conduct and building regulations of the Members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees, to the best of Supplier's knowledge, shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

25. Equal Opportunity
The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

26. Non-Discrimination
The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

27. Sexual Harassment
In the event that E&I or its Members provide written notice that Supplier's employee has acted in violation of E&I's or Members' policies or any applicable law prohibiting sexual harassment, Supplier shall promptly remove such individual and replace them with alternate personnel with similar training and education.

28. Employee Documentation
At any time during the term of the Agreement, a Member may request Supplier's background check policy. In the event a Member requires Supplier's personnel to meet Member's own background check policy, then the Member may itself or through an independent third party and with the consent of the Supplier's personnel, conduct a background check. In the event that such personnel do not meet Member's policy requirements, Member may request the substitution of Supplier's personnel that will reasonably meet such policy requirements. The result of Member's background checks shall not be disclosed to Supplier.

29. Federal Debarment
Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

30. Expropriation
Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

31. Hazardous Materials and OSHA Communication Standards
The Supplier shall make reasonable commercial efforts to provide Material Safety Data Sheets (MSDS) to Members as made available by manufacturer. The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of written notification by Member to Supplier, the Supplier must retrieve hazardous materials that are delivered in error. The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the Agreement. In addition, the Supplier shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall make

reasonable efforts to provide E&I and its Members with any safety/recall updates issued by the manufacturer or distributor for any equipment/products purchased under this Agreement.

32. Compliance with Specifications

The Supplier warrants that all goods supplied under this Agreement shall be sold in accordance with manufacturer's specifications and subject to the Member's reasonable inspection, pursuant to Section I of this Agreement, but in no event will E&I or a Member be allowed to delay acceptance in order to avoid payment obligations.

Furthermore, Supplier warrants that any services performed under a Statement of Work (SOW) shall be performed in a good and workmanlike manner. Member's sole and exclusive remedy and Supplier's entire liability with respect to this warranty will be, at the sole option of Supplier, to either (a) use its reasonable commercial efforts to re-perform or cause to be re-performed any services not in substantial compliance with this warranty, or (b) refund amounts paid by member related to the portion of the services not in substantial compliance; provided, in each case, Member notifies Supplier in writing within five (5) business days after performance of the applicable services.

33. Gratuities

Any entertainment or gifts made by the Supplier to an employee or officer of E&I or Member are strictly prohibited. In the event that Supplier violates such prohibition, E&I reserves the right to terminate this Agreement by providing advance written notice to Supplier.

34. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

35. Suspension or Debarment

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

36. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

37. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties.

38. Force Majeure

Neither party shall be held responsible for delays, failures or any losses resulting from the performance of the terms of this Agreement where such performance is outside of the performing party's control by exercising reasonable diligence and which such party is unable to prevent. Such delays, failures or loss may include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, or failure of a public regulated utility or governmental statutes or regulations superimposed after the fact (Force Majeure). The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event.

39. Modification of Terms
No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

40. Termination for Convenience
E&I may terminate this Agreement for any reason (convenience) upon three hundred sixty five (365) calendar days prior written notice to the Supplier.

41. Termination and Termination for Default
E&I will notify the Supplier, in writing, of any actual breach of this Agreement. Should the Supplier fail to cure such breach within thirty (30) calendar days of notice, to the reasonable satisfaction of E&I, E&I shall then have the right to terminate this Agreement at the end of the thirty (30) day period. If, at the end of the thirty (30) day period, the breach is not capable of being cured, E&I may immediately terminate this Agreement. A written notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required shall not constitute a waiver of termination rights in any other instance.

An order by a Member may be cancelled due to non-appropriation of funds.

42. Continuation of Performance Through Termination
Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice and E&I or Member agrees to pay such invoice related to this performance

43. Holdover Clause
This holdover clause authorizes Supplier to continue to provide products and services pursuant to any purchase order, SOW or SMA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

44. Independent Audit
Members with a spend threshold of $1,500,000.00 (One million five hundred thousand dollars) per year may, for a period of three (3) years following the date of termination of the Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. Written notice must be provided to Supplier fifteen (15) business days prior to such audit. The audit will be conducted by Member and/or its designee and following execution of a mutual confidentiality and nondisclosure agreement. Supplier will provide Member reasonable access to records, sufficient workspace and staff support to facilitate an audit and such access shall be provided during normal business hours and at a location as agreed to by Supplier and Member.

For Members with purchase orders less than $1,500,000 per year, Supplier shall make reasonable efforts to accommodate audit requests.

45. Open Records
All information, documentation, and other materials submitted by Supplier in response to the solicitation, the terms of this Agreement or documents resulting thereof may be subject to public disclosure under the applicable freedom of information statutes or regulations applicable to E&I or its Members. In the event E&I or Member receives a request for such disclosure, Supplier shall be promptly notified and Supplier shall be allowed to respond accordingly.

46. Strict Compliance
The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

47. Entire Agreement
This Agreement together with the Attachments annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to disclosure under applicable laws will only be released after execution of this Agreement and subject to Section 44 hereof.

48. Notices
Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link C.P.M.
Sr. Vice President, Contracts and Consulting Services
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: CDW Government LLC
200 N. Milwaukee Ave.
Vernon Hills, IL 60060
Attn: General Counsel

With a copy to:
CDW Government LLC
2 Corporate Dr. Ste 800
Shelton, CT 06484
Attn: Director, Program Sales

E&I Cooperative Services
Sourcing. Strategy. Savings.®

AMENDMENT NUMBER 1
TO AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

This AMENDMENT to AGREEMENT CNR01439 for Computer Equipment and Related Hardware, Software, Services and Support ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

1. E&I and Supplier mutually agree to add EDGAR Certifications to the Agreement, attached hereto and incorporated herein by reference.

2. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.

3. The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

CDW GOVERNMENT LLC

By: Christ V. Roth

Name: Christina V. Rother

Title: President

Date: 12-7-17

Address (for Notices):
CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Federal Tax ID: 36-4230110

E&I COOPERATIVE SERVICES, INC.

By: Gary D. Link

Name: Gary D. Link, C.P.M.

Title: Sr. Vice President, Consulting Group & Contracts

Date: 12/07/2017

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-169459

EDGAR Certifications

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I/Member and ("Supplier") in all situations where Supplier has been paid or will be paid with federal funds:**

<u>Overview</u>:

Article 7- Federal Terms and Conditions

This Contract will include the following provisions per the Code of Federal Regulations, Title II, Part 200, Appendix II, which are hereby incorporated into and form part of the terms and conditions of the Contract:

7.01 Equal Employment Opportunity Act (Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60).

Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

7.02 Davis-Bacon Act (40 U.S.C. 3141-3148).

For prime construction projects in excess of $2,000 under which Vendors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and will be required to pay wages not less than once a week. A copy of the current prevailing wage determination can be found at http://www.wdol.gov. This includes the Copeland "Anti-Kickback Act (40 U.S.C. 3145) providing that each Vendor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

7.03 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Under Contracts awarded in excess of $100,000, Vendors are required to base pay on a 40 hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. Nor construction laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.

7.04 Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.

7.05 Clean Air Act (42 U.S.C. 7401-7674q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387).

Violations are to be reported to the regional office of the Environmental Protection Agency (EPA).

7.06 Debarment and Suspension (Executive Orders 12549 and 12689).

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.

7.07 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Vendors that compete for an award exceeding $100,000 must file certification that it will not use federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant, or other award.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Member expends federal funds, 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 Supplier agree? YES CWC Initials of Authorized Representative of Supplier

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

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier in the event Supplier fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Member also reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if Member believes, in its sole discretion that it is in the best interest of Member to do so. Supplier will be compensated for work performed and accepted and products accepted by Member as of the termination date if the contract is terminated for convenience of Member. Any award under this procurement process is not exclusive and Member reserves the right to purchase products and services from other suppliers when it is in Member's best interest.

Does Supplier agree? YES CNR Initials of Authorized Representative of Supplier

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

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree to abide by the above? YES CNR Initials of Authorized Representative of Supplier

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree? YES CNR Initials of Authorized Representative of Supplier

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree? YES CNR Initials of Authorized Representative of Supplier

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree? YES CNR Initials of Authorized Representative of Supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree? YES CNR Initials of Authorized Representative of Supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Supplier agree? YES CNR Initials of Authorized Representative of Supplier

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

Does Supplier agree? YES CNR Initials of Authorized Representative of Supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Supplier further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Supplier agree? YES CVR Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree? YES CVR Initials of Authorized Representative of Supplier

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Supplier agree? YES CVR Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

E&I and its Members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Supplier certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Supplier agree? YES CVR Initials of Authorized Representative of Supplier

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Supplier agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

Does Supplier agree? YES CVR Initials of Authorized Representative of Supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier agree? YES CVR Initials of Authorized Representative of Supplier

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Ave, Vernon Hills, IL 60061

Phone Number: 800-808-4239 Fax Number: __________

Printed Name and Title of Authorized Representative: Christina V. Rother

Email Address: markeli@cdwg.com

Signature of Authorized Representative: Christina V Rother

Date: 12-7-17

E&I Cooperative Services

Sourcing. Strategy. Savings.®

AMENDMENT NUMBER 2
TO AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

This AMENDMENT to AGREEMENT CNR01439 for Computer Equipment and Related Hardware, Software, Services and Support ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

1. E&I and Supplier mutually agree to add Section U "Supplier Diversity" to Attachment B under Relevant Terms of the Agreement:

   U. Supplier Diversity
   Members may purchase from Supplier's prior approved, certified small business partners [Minority-Owned (MBE), Woman-Owned (WBE), Small, Small Disadvantaged, Disabled (DSBE), Veteran-Owned (VET), Service-Disabled Veteran-Owned and Historically Underutilized Business (HUB)], subject to the terms and conditions of the Agreement and such additional terms and conditions as mutually agreed upon between Member and partner(s). Each Member participating in such opportunity shall be identified by written notice from Supplier to E&I.

   Supplier is not obligated by these terms to work with any small business entity, except upon the mutual agreement and understanding of all parties.

2. Pursuant to the above, Supplier designates Mpulse Healthcare & Technology, LLC (identified below) as its HUB partner for the benefit of Members in the State of Texas. Supplier may add additional HUB partners to meet the needs of the Membership throughout the term of the Agreement and shall advise E&I in writing of any additions and/or changes to its designated HUB partners.

   Mpulse Healthcare & Technology, LLC
   54 Sugar Creek Center, Suite 300
   Sugar Land, TX 77478
   http://www.mpulsehealth.com

   Tyrone J. Dixon
   tdixon@mpulsehealth.com
   281-277-4410

3. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.

4. The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

***** SIGNATURE PAGE FOLLOWS *****

E&I Cooperative Services

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CDW GOVERNMENT LLC

By: [signature]

Name: Robert F. Kirby

Title: Sr Vice President, Public Sales

Date: 8/9/18

Address (for Notices):
CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Federal Tax ID: 36-4230110

E&I COOPERATIVE SERVICES, INC.

By: Gary D. Link

Name: Gary D. Link, C.P.M.

Title: Sr. VP, Consulting Group & Contracts

Date: September 6, 2018

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595

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AMENDMENT NUMBER 3
TO AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

This AMENDMENT to AGREEMENT CNR01439 for Computer Equipment and Related Hardware, Software, Services and Support ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

1. E&I and Supplier mutually agree to add EDGAR Certifications – Additional Provisions to the Agreement, attached hereto and incorporated herein by reference.

2. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.

3. The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

CDW GOVERNMENT LLC

By: [signature]

Name: Robert F. Kirby

Title: President

Date: 9/27/2018

Address (for Notices):
CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Federal Tax ID: 36-4230110

Educational & Institutional Cooperative Services, Inc.

By: Gary D. Link

Name: Gary D. Link, C.P.M.

Title: Sr. Vice President, Consulting Group & Contracts

Date: October 4, 2018

Address (for Notices):
Educational & Institutional Cooperative Services, Inc. 2
Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595

EDGAR Certifications – Additional Provisions

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.

Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:**

CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS

Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Does Supplier agree? YES ________ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: As a value added reseller, Supplier does not manufacturer the products directly, however we will comply with this section if it becomes applicable Does Supplier agree? YES ____X____ Initials of Authorized Representative of Supplier

---

CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract.

Does Supplier agree? YES _X_____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: ____

Does Supplier agree? YES ________ Initials of Authorized Representative of Supplier

---

CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS

In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier agree? YES ___X___ Initials of Authorized Representative of Supplier

---

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061

Printed Name and Title of Authorized Representative: Robert F. Kirby, President

Signature of Authorized Representative: ______________________

Date: 9/27/2018

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AMENDMENT NUMBER 4
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

This **AMENDMENT NUMBER FOUR** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061** ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Computer Equipment and Related Hardware, Software, Services and Support, dated August 1, 2017 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to exercise the five- (5) year renewal option as noted in Section II, Term of Agreement. The new expiration date is July 31, 2027.

2. Section 40, Termination for Convenience, as shown below is hereby deleted in its entirety:

   40. Termination for Convenience
   E&I may terminate this Agreement for any reason (convenience) upon three hundred sixty-five (365) calendar days prior written notice to the Supplier.

3. Section 45, Open Records, is hereby deleted in its entirety and replaced with the following language:

   45. Open Records
   Information, documentation, and other materials submitted by Supplier in response to the solicitation, the terms of this Agreement or documents resulting thereof may be subject to public disclosure under the applicable freedom of information statutes or regulations applicable to E&I or its Members. In the event E&I receives a request for such disclosure, Supplier shall be promptly notified within five (5) calendar days of receipt of the disclosure request and shall be allowed to respond accordingly within five (5) calendar days, including to identify information Supplier contends is exempt from disclosure under applicable freedom of information statutes or regulations.

   In the event Member receives a request for such disclosure, Supplier shall be promptly notified and shall be allowed to respond accordingly, including to identify information Supplier contends is exempt from disclosure under applicable freedom of information statutes or regulations.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.

4. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

SIGNATURE PAGE TO FOLLOW

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AMENDMENT NUMBER 4
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of May 31, 2019.

CDW GOVERNMENT LLC

By: ______________________

Name: ROBERT F. KIRBY

Title: PRESIDENT, CDW-GOVERNMENT

Date: 7/5/2019

Address (for Notices):
CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Federal Tax ID: 36-4230110

E&I COOPERATIVE SERVICES, INC.

By: ______________________
DocuSigned by:
81C8F65B6DAC440...

Name: Gary D. Link, C.P.M.

Title: Chief Business Development Officer

Date: 7/11/2019 | 6:44 PM EDT

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-169459

DS
IRR 7/11/2019 | 3:39 PM EDT

Attachment A-1 – Catalog Pricing

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Manufacturer's Suggested Retail Price ("MSRP") as indicated for the categories and manufacturers listed below. NAP is available on Supplier's website at www.cdwg.com. MSRP can be found on manufacturers' websites. Supplier is not responsible for the accuracy of the MSRP and will to the best of its ability, obtain from the manufacturer, a new MSRP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such MSRP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Category	Supplier Category Code	Price List	Discount
Accessories - Lot 1	A	NAP	9.00%
Notebook/Mobile Devices (exclude Notebooks, includes Notebook Accessories) - Lot 1	A\LA*	NAP	4.50%
Power, Cooling, & Rack - Lot 1	B	NAP	7.00%
UPS/Battery Backup - Lot 1	B\BA	NAP	10.00%
Desktop Computers - Lot 1	C	NAP	3.00%
Computer Cases - Lot 1	C\CE	NAP	9.00%
Desktop Memory Upgrades - Lot 1	C\PC	NAP	9.00%
PC Compatible Workstations - Lot 1	C\WO	NAP	5.00%
Data Storage/Drives - Lot 1	D	NAP	7.50%
Flash Memory - Lot 1	D\FL	NAP	9.00%
Consumer SSD - Lot 1	D\TN	NAP	9.00%
Enterprise Storage - Lot 4	E	NAP	7.50%
Drive Arrays/Cache Memory - Lot 1	E\DY\CME	NAP	9.00%
Enterprise SSD	E\ES	NAP	9.00%
Point of Sale/Data Capture - Lot 1	F	NAP	5.50%
Servers & Server Management - Lot 4	H	NAP	5.00%
Server Accessories/Motherboards - Lot 1	H\EC\MOB	NAP	9.00%
Server Accessories/CPUs/Fans - Lot 1	H\MC	NAP	9.00%
Server Memory Upgrades - Lot 1	H\SQ	NAP	9.00%
Services (CDW Delivered) - Lot 5	J	NAP	1.00%
PowerBook Memory Modules - Lot 1	L\LM	NAP	9.00%
Notebook Computers - Lot 1	L\NB	NAP	2.00%
Tablets (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	3.50%
NetComm Products - Lot 4	N	NAP	9.00%
Network Device Memory - Lot 1	N\NT	NAP	9.00%
Carts and Furniture - Lot 1	O	NAP	9.00%
Printing & Document Scanning - Lot 2	P	NAP	3.50%
Laser Printers (Single Function Printers) - Lot 2	P\LP	NAP	5.00%
Single Function Printers - Lot 2	P\LP	NAP	5.00%
Printer Memory Upgrades - Lot 1	P\PM	NAP	9.00%
Printer Accessories - Lot 2	P\PA	NAP	10.00%
Toner (Printer Supplies) - Lot 2	P\PU	NAP	8.00%

Master Agreement CNR01439
CDW Government LLC

Attachment A
Updated October 14, 2020

Category	Supplier Category Code	Price List	Discount
Printer Supplies (excluding toner)	P\PU	NAP	8.00%
Services (Partner Delivered) - Lot 5	Q	NAP	3.00%
Software - Lot 3	S	NAP	3.00%
Collaboration Hardware - Lot 1	T	NAP	9.00%
Memory/System Components - Lot 1	U	NAP	9.00%
Video-Projection-Pro Audio - Lot 1	V	NAP	6.50%
Digital Signage Displays - Lot 1	V\PZ	NAP	8.50%
LCD panels or monitors (Computer Displays) - Lot 1	V\VL	NAP	1.50%
Cables - Lot 1	W	NAP	15.00%
APC (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
APC (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
Apple Products		Refer to Attachment A-2	
HP Enterprise (Enterprise Storage) - Lot 4	E	NAP	9.50%
HP Enterprise (Servers & Server Management) - Lot 4	H	NAP	7.00%
HP Enterprise (Netcomm Products) - Lot 4	N	NAP	11.00%
HP Enterprise (Services [Partner Delivered]) - Lot 5	Q	NAP	7.00%
HP Enterprise (Data Center Application Services)		MSRP	30.00%
HP Enterprise (Networking Software)		MSRP	30.00%
HP Enterprise (Networking Optimization & Acceleration)		MSRP	34.00%
HP Enterprise (Optical Networking)		MSRP	34.00%
HP Enterprise (Routers)		MSRP	34.00%
HP Enterprise (Security)		MSRP	34.00%
HP Enterprise (Storage Networking)		MSRP	20.00%
HP Enterprise (Switches)		MSRP	34.00%
HP Enterprise (Wireless)		MSRP	34.00%
HP Enterprise (Unified Communications)		MSRP	34.00%
HP Inc (PC Compatible Workstations) - Lot 1	C\WO***	NAP	7.00%
HP Inc (Notebook Computers) - Lot 1	L\NB	NAP	4.00%
HP Inc (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	5.50%
HP Inc (Single Function Printers) - Lot 2	P\LP	NAP	7.00%
HP Inc (Printer Supplies) - Lot 2	P\PU	NAP	10.00%
HP Inc (Services [Partner Delivered]) - Lot 5	Q	NAP	5.00%
HP Inc (Computer Displays) - Lot 1	V\VL	NAP	3.50%
Lenovo (PC Compatible Workstations - Mfg Code LVP**) - Lot 1	C\WO***	NAP	9.00%
Lenovo (Notebook Computers - Mfg Code LVO**) - Lot 1	L	NAP	6.00%
Lenovo (Convertible PCs/Slate PCs - Mfg Code LVO**) - Lot 1	L\RD	NAP	7.50%
Lenovo (Services [Partner Delivered] - Mfg Code LVO**) - Lot 5	Q	NAP	7.00%
Microsoft Surface (Convertible PCs/Slates) - Lot 1	L\RD	NAP	5.50%
Palo Alto Networks (Hardware)		MSRP	16.00%

Attachment A
Updated October 14, 2020

Category	Supplier Category Code	Price List	Discount
Palo Alto Networks (Miscellaneous)		MSRP	16.00%
Palo Alto Networks (Education)		MSRP	11.00%
Palo Alto Networks (Subscription)		MSRP	11.00%
Palo Alto Networks (Support)		MSRP	11.00%
Tripp-Lite (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
Tripp-Lite (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
VMware (Software – Mfr. Code VMM) - Lot 3	S	NAP	5.00%
***Supplier category code changed from C\DT to C\WO			
**Mfg Code LVP corrected to LVO **Mfg Brocade offer removed; Brocade bought by Broadcom Ltd.			
*Supplier category code L\LA moved to A\LA			
GENERAL NOTES: Supplier category code Client Configure-to-Order moved from C\DT\BTO to new Supplier category code R\BO\BTO			
All rows in BLUE above are new introductions of more granular Supplier category codes with discounts at or more aggressive than parent Supplier category code			

Relevant Terms

Refer to Attachment B, Section I for relevant Terms

Attachment A-2 - Apple Products and Services (for Higher Education members only)

Supplier will provide Members with prices at a discount of 0.5% off Supplier's Nationally Advertised Price ("NAP") or Education List Price ("ELP"), where available. NAP is available on Supplier's website at www.cdwg.com. ELP can be found at www.apple.com. Supplier is not responsible for the accuracy of the ELP. Supplier will exercise all commercially reasonable efforts to access the manufacturer website on Supplier working Monday of each calendar week to obtain the most current ELP. If successful, Supplier will recalculate, and update pricing based on such ELP list within five (5) business days of receipt. Pricing will remain static until the next update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates.

Attachment A-3 – Configuration Services

[INTENTIONALLY LEFT BLANK]

Attachment A-4 – Professional Services

CDWG Professional Services means Professional, field or consulting services, as more fully described in a mutually executed SOW (Attachment C), performed directly by CDWG and/or subcontractors. Hourly or fixed rates will be negotiated based on the Member, role, geography, and scope (solution domain, discipline, and competencies) of the services engagement to perform the service. CDWG will create a SOW detailing the exact scoping and pricing of the Professional Services to be provided, which will be executed by CDWG and the Member prior to the start of engagement. Expenses (T&E) may be an additional consideration depending on project specifics.

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AMENDMENT NUMBER FIVE TO MASTER AGREEMENT CNR01439 BETWEEN EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC. AND CDW GOVERNMENT LLC

This **AMENDMENT NUMBER FIVE** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **CDW Government LLC**, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Computer Equipment and Related Hardware, Software, Services and Support, dated August 1, 2017 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. The terms and conditions of this Amendment shall be incorporated into the Agreement and supersedes the terms of any Agreement to the extent expressly provided herein. Each capitalized term used herein and not otherwise defined shall have the same meaning attributed to it in the Agreement.

2. Attachment B, Article II, Section 16 is hereby replaced by a new Section 16 as follows:

16. Professional Services

Supplier may perform certain services (meaning consulting and other services performed by Supplier or its subcontractors, but not including Third Party services) for Member as described in this Agreement and a specific Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of services) related to that service engagement, which shall substantially take the form of Attachment C, which is incorporated herein. Each SOW constitutes a separate agreement with respect to the services performed thereunder. In the event of an addition to or a conflict between any term or condition of the SOW and the terms and conditions pertaining specifically to an E&I member in this Agreement, the terms and conditions of the SOW will control, except as expressly amended for an individual SOW by specific reference to the amended provision.

In the event of any termination of a SOW, Member will pay Supplier for all services performed and expenses incurred up to and including the date of such termination.

In the event of a payment default, Supplier reserves the right to suspend the performance of the applicable services

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

Supplier warrants that the services will be performed in a good and workmanlike manner. Member's sole and exclusive remedy with respect to this warranty will be, at the sole option of Supplier, to either (a) use reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by Member related to the portion of the services not in substantial compliance; provided, in each case, Member notifies Supplier in writing within five (5) business days after performance of the applicable services.

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**AMENDMENT NUMBER FIVE
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC**

Member shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof."

3. The Attachment A-1 – Catalog Pricing (last updated February 19, 2018) is hereby deleted and replaced in its entirety with new Attachment A-1, Catalog Pricing.

Attachment A-1, Catalog Pricing

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Manufacturer's Suggested Retail Price ("MSRP") as indicated for the categories and manufacturers listed below. NAP is available on Supplier's website at www.cdwg.com. MSRP can be found on manufacturers' websites. Supplier is not responsible for the accuracy of the MSRP and will to the best of its ability, obtain from the manufacturer, a new MSRP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such MSRP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Category	Supplier Category Code	Price List	Discount
Accessories - Lot 1	A	NAP	9.00%
Notebook/Mobile Devices (exclude Notebooks, includes Notebook Accessories) - Lot 1	A\LA*	NAP	4.50%
Power, Cooling, & Rack - Lot 1	B	NAP	7.00%
UPS/Battery Backup - Lot 1	B\BA	NAP	10.00%
Desktop Computers - Lot 1	C	NAP	3.00%
Computer Cases - Lot 1	C\CE	NAP	9.00%
Desktop Memory Upgrades - Lot 1	C\PC	NAP	9.00%
PC Compatible Workstations - Lot 1	C\WO	NAP	5.00%
Data Storage/Drives - Lot 1	D	NAP	7.50%
Flash Memory - Lot 1	D\FL	NAP	9.00%
Consumer SSD - Lot 1	D\TN	NAP	9.00%
Enterprise Storage - Lot 4	E	NAP	7.50%
Drive Arrays/Cache Memory - Lot 1	E\DY\CME	NAP	9.00%
Enterprise SSD	E\ES	NAP	9.00%
Point of Sale/Data Capture - Lot 1	F	NAP	5.50%
Servers & Server Management - Lot 4	H	NAP	5.00%
Server Accessories/Motherboards - Lot 1	H\EC\MOB	NAP	9.00%
Server Accessories/CPUs/Fans - Lot 1	H\MC	NAP	9.00%
Server Memory Upgrades - Lot 1	H\SQ	NAP	9.00%
Services (CDW Delivered) - Lot 5	J	NAP	1.00%
PowerBook Memory Modules - Lot 1	L\LM	NAP	9.00%
Notebook Computers - Lot 1	L\NB	NAP	2.00%
Tablets (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	3.50%
NetComm Products - Lot 4	N	NAP	9.00%
Network Device Memory - Lot 1	N\NT	NAP	9.00%
Carts and Furniture - Lot 1	O	NAP	9.00%

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**AMENDMENT NUMBER FIVE
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC**

Category	Supplier Category Code	Price List	Discount
Printing & Document Scanning - Lot 2	P	NAP	3.50%
Laser Printers (Single Function Printers) - Lot 2	P\LP	NAP	5.00%
Single Function Printers - Lot 2	P\LP	NAP	5.00%
Printer Memory Upgrades - Lot 1	P\PM	NAP	9.00%
Printer Accessories - Lot 2	P\PA	NAP	10.00%
Toner (Printer Supplies) - Lot 2	P\PU	NAP	8.00%
Printer Supplies (excluding toner)	P\PU	NAP	8.00%
Services (Partner Delivered) - Lot 5	Q	NAP	3.00%
Software - Lot 3	S	NAP	3.00%
Collaboration Hardware - Lot 1	T	NAP	9.00%
Memory/System Components - Lot 1	U	NAP	9.00%
Video-Projection-Pro Audio - Lot 1	V	NAP	6.50%
Digital Signage Displays - Lot 1	V\PZ	NAP	8.50%
LCD panels or monitors (Computer Displays) - Lot 1	V\VL	NAP	1.50%
Cables - Lot 1	W	NAP	15.00%
APC (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
APC (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
Apple Products		Refer to Attachment A-2	
HP Enterprise (Enterprise Storage) - Lot 4	E	NAP	9.50%
HP Enterprise (Servers & Server Management) - Lot 4	H	NAP	7.00%
HP Enterprise (Netcomm Products) - Lot 4	N	NAP	11.00%
HP Enterprise (Services [Partner Delivered]) - Lot 5	Q	NAP	7.00%
HP Enterprise (Data Center Application Services)		MSRP	30.00%
HP Enterprise (Networking Software)		MSRP	30.00%
HP Enterprise (Networking Optimization & Acceleration)		MSRP	34.00%
HP Enterprise (Optical Networking)		MSRP	34.00%
HP Enterprise (Routers)		MSRP	34.00%
HP Enterprise (Security)		MSRP	34.00%
HP Enterprise (Storage Networking)		MSRP	20.00%
HP Enterprise (Switches)		MSRP	34.00%
HP Enterprise (Wireless)		MSRP	34.00%
HP Enterprise (Unified Communications)		MSRP	34.00%
HP Inc (PC Compatible Workstations) - Lot 1	C\WO***	NAP	7.00%
HP Inc (Notebook Computers) - Lot 1	L\NB	NAP	4.00%
HP Inc (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	5.50%
HP Inc (Single Function Printers) - Lot 2	P\LP	NAP	7.00%
HP Inc (Printer Supplies) - Lot 2	P\PU	NAP	10.00%
HP Inc (Services [Partner Delivered]) - Lot 5	Q	NAP	5.00%

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AMENDMENT NUMBER FIVE
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EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
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CDW GOVERNMENT LLC

Category	Supplier Category Code	Price List	Discount
HP Inc (Computer Displays) - Lot 1	V\VL	NAP	3.50%
Lenovo (PC Compatible Workstations - Mfg Code LVP**) - Lot 1	C\WO***	NAP	9.00%
Lenovo (Notebook Computers - Mfg Code LVO**) - Lot 1	L	NAP	6.00%
Lenovo (Convertible PCs/Slate PCs - Mfg Code LVO**) - Lot 1	L\RD	NAP	7.50%
Lenovo (Services [Partner Delivered] - Mfg Code LVO**) - Lot 5	Q	NAP	7.00%
Microsoft Surface (Convertible PCs/Slates) - Lot 1	L\RD	NAP	5.50%
Palo Alto Networks (Hardware)		MSRP	16.00%
Palo Alto Networks (Miscellaneous)		MSRP	16.00%
Palo Alto Networks (Education)		MSRP	11.00%
Palo Alto Networks (Subscription)		MSRP	11.00%
Palo Alto Networks (Support)		MSRP	11.00%
Tripp-Lite (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
Tripp-Lite (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
VMware (Software – Mfr. Code VMM) - Lot 3	S	NAP	5.00%
***Supplier category code changed from C\DT to C\WO			
**Mfg Code LVP corrected to LVO **Mfg Brocade offer removed; Brocade bought by Broadcom Ltd.			
*Supplier category code L\LA moved to A\LA			
GENERAL NOTES: Supplier category code Client Configure-to-Order moved from C\DT\BTO to new Supplier category code R\BO\BTO			
All rows in BLUE above are new introductions of more granular Supplier category codes with discounts at or more aggressive than parent Supplier category code			

4. The Attachment A-2 – Apple Products and Services (for Higher Education members only) is hereby deleted and replaced in its entirety with below:

   Supplier will provide Members with prices at a discount of 0.5% off Supplier's NAP or ELP, where available. NAP is available on Supplier's website at www.cdwg.com. ELP can be found at www.apple.com. Supplier is not responsible for the accuracy of the ELP. Supplier will exercise all commercially reasonable efforts to access the manufacturer website on Supplier working Monday of each calendar week to obtain the most current ELP. If successful, Supplier will recalculate, and update pricing based on such ELP list within five (5) business days of receipt. Pricing will remain static until the next update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates.

5. Attachment A-3 – Configuration Services is hereby deleted and replaced in its entirety with below:

   Attachment A-3 – Configuration Services
   [INTENTIONALLY LEFT BLANK]

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AMENDMENT NUMBER FIVE
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

6. Add Attachment A-4 – Professional Services as follows:

Attachment A-4 – Professional Services

CDWG Professional Services means Professional, field or consulting services, as more fully described in a mutually executed SOW (Attachment C), performed directly by CDWG and/or subcontractors. Hourly or fixed rates will be negotiated based on the Member, role, geography, and scope (solution domain, discipline, and competencies) of the services engagement to perform the service. CDWG will create a SOW detailing the exact scoping and pricing of the Professional Services to be provided, which will be executed by CDWG and the Member prior to the start of engagement. Expenses (T&E) may be an additional consideration depending on project specifics.

7. Attachment C – Statement of Work is hereby added as follows:

STATEMENT OF WORK

Solution Domain	Discipline	Competencies
Datacenter	Storage	Data Migration
		EMC Storage
		Nutanix and Pure Storage
		NetApp Storage
		Virtualization and VMWare
	Storage/Compute	3Par/Nimble/Simplivity HCI/Synergy
	Backup Solutions	Veeam and Rubrik
	Networking & Enterprise Networking	Traditional L2/L3 Networking, Datacenter Network/Campus Networking, WAN Routing, SDWAN/DNAC, Wireless, Aruba, Windows Server, Azure
	SDN/Orchestration	ACI, NSX, Automation
	Storage/Compute	Cisco UCS Compute
Mobility	Client Management	System Center, Enterprise Mobility + Security, Intune, Windows Client, SQL Server
	VDI	Citrix Virtual Apps/Desktops, Netscaler, VMware Horizon, VMware Workspace ONE
Security	Network Security	Firewalls, ISE, ESA, WSA, Stealthwatch, Splunk, Carbon Black, MIM, PKI, ADFS
		Incident Response
		Architecture, remediation, network segmentation workshops
		Security assessments, app pen assessment, Gap Assessment

AMENDMENT NUMBER FIVE
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

Solution Domain	Discipline	Competencies
	Information Security	Maturity assessment, advisory services
Collaboration	Communication	UC, Video, WebEx, Business Consulting, UCaaS, Exchange Server, Exchange Server Online, Skype for Business, MS Teams
	Engagement	UCCE / UCCX / Contact Center Business Consulting Analyst / CCaaS
	Productivity	SharePoint, SharePoint Online
CDWG Consulting Services		Data Center Disaster Recovery and Backup, IT Operations and Strategy, Cloud Services Strategy
Project Management		Project Coordination, Project Administration, Project Management, Program Management

Project Name:	[Project Name]	**Seller Representative:** [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	E&I Member	
CDW Affiliate:	CDW Government LLC	
Subcontractor:	[Partner Name]	**Solution Architect:** [Solution Architect Name], [Solution Architect Name 2]
SOW Created Date:	[SOW Created Date]	
Version:	[File Version]	**Drafted By** [Services Contract Specialist Name]

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and E&I Member ("**Customer**," and "**Client**,").

GOVERNING AGREEMENT

This SOW shall be governed by that certain Master Agreement Number CNR01439 between CDW Government LLC and Educational and Institutional Cooperative Services, Inc. dated August 1, 2017 (as amended) (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

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AMENDMENT NUMBER FIVE
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

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AMENDMENT NUMBER FIVE
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

PROJECT SPECIFIC TERMS SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**E&I Member**
By:______________________	By:______________________
Name:____________________	Name:____________________
Title:____________________	Title:____________________
Date: ____________________	Date: ____________________
Mailing Address:	**Mailing Address:**
200 N. Milwaukee Ave. Vernon Hills,	Street: __________________
IL 60061	City/ST/ZIP:
	______________________

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AMENDMENT NUMBER 5
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)

8. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.

9. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, effective as of the last signature date in this Amendment.

CDW GOVERNMENT LLC	**E&I COOPERATIVE SERVICES, INC.**
By: Robert F Kirby 7BE3F6B21781400...	By: Gary Link 81C8F65B6DAC440...
Name: Robert F Kirby	Name: Gary D. Link, C.P.M.
Title: President	Title: Chief Business Development Officer
Date: 10/14/2020 | 11:53 AM CDT	Date: 10/14/2020 | 1:46 PM EDT

DS IRR 10/14/2020 | 12:57 PM EDT

AMENDMENT NUMBER 6
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND CDW GOVERNMENT LLC (HARDWARE)

This **AMENDMENT NUMBER 6** (“Amendment”) is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and **CDW GOVERNMENT LLC (HARDWARE), 230 N. Milwaukee Ave., Vernon Hills, IL 60061** (“Supplier”).

WHEREAS, E&I and Supplier are Parties to an Agreement for Computer Equipment & Related Hardware, Software, Services and Support dated August 01, 2017 (“Agreement”); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to extend the Agreement for one (1) year. The new expiration date of the Agreement is July 31, 2028.

2. Effective July 1, 2025, the cloud storage and productivity services, along with the member rebates and discounts offered under E&I Agreement CNR01402, shall be transitioned to, and covered under E&I Agreement CNR01439. Attachment A-1 Pricing has been deleted and replaced with updated Attachment A-1 Pricing 2025-07-01, attached herein and incorporated herein.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both Parties.

4. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing and original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of June 1, 2025.

CDW Government LLC (Hardware)
Company

Dario Bertocchi
Signature

Dario Bertocchi
Name

Vice President, Contracting Operations
Title

5/15/2025
Date

E&I Cooperative Services, Inc.
Company

Michael Mast
Signature

Michael Mast
Name

Vice President, Category Management
Title

5/15/2025
Date

Colin Anderson
Signature

Colin Anderson
Name

Vice President, Strategy
Title

5/16/2025
Date

Attachment A-1 – Catalog Pricing

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Manufacturer's Suggested Retail Price ("MSRP") as indicated for the categories and manufacturers listed below. NAP is available on Supplier's website at www.cdwg.com. MSRP can be found on manufacturers' websites. Supplier is not responsible for the accuracy of the MSRP and will to the best of its ability, obtain from the manufacturer, a new MSRP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such MSRP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Category	Supplier Category Code	Price List	Discount
Accessories - Lot 1	A	NAP	9.00%
Notebook/Mobile Devices (exclude Notebooks, includes Notebook Accessories) - Lot 1	A\LA*	NAP	4.50%
Power, Cooling, & Rack - Lot 1	B	NAP	7.00%
UPS/Battery Backup - Lot 1	B\BA	NAP	10.00%
Desktop Computers - Lot 1	C	NAP	3.00%
Computer Cases - Lot 1	C\CE	NAP	9.00%
Desktop Memory Upgrades - Lot 1	C\PC	NAP	9.00%
PC Compatible Workstations - Lot 1	C\WO	NAP	5.00%
Data Storage/Drives - Lot 1	D	NAP	7.50%
Flash Memory - Lot 1	D\FL	NAP	9.00%
Consumer SSD - Lot 1	D\TN	NAP	9.00%
Enterprise Storage - Lot 4	E	NAP	7.50%
Drive Arrays/Cache Memory - Lot 1	E\DY\CME	NAP	9.00%
Enterprise SSD	E\ES	NAP	9.00%
Point of Sale/Data Capture - Lot 1	F	NAP	5.50%
Servers & Server Management - Lot 4	H	NAP	5.00%
Server Accessories/Motherboards - Lot 1	H\EC\MOB	NAP	9.00%
Server Accessories/CPUs/Fans - Lot 1	H\MC	NAP	9.00%
Server Memory Upgrades - Lot 1	H\SQ	NAP	9.00%
Services (CDW Delivered) - Lot 5	J	NAP	1.00%
PowerBook Memory Modules - Lot 1	L\LM	NAP	9.00%
Notebook Computers - Lot 1	L\NB	NAP	2.00%
Tablets (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	3.50%
NetComm Products - Lot 4	N	NAP	9.00%
Network Device Memory - Lot 1	N\NT	NAP	9.00%
Carts and Furniture - Lot 1	O	NAP	9.00%
Printing & Document Scanning - Lot 2	P	NAP	3.50%
Laser Printers (Single Function Printers) - Lot 2	P\LP	NAP	5.00%
Single Function Printers - Lot 2	P\LP	NAP	5.00%
Printer Memory Upgrades - Lot 1	P\PM	NAP	9.00%
Printer Accessories - Lot 2	P\PA	NAP	10.00%
Toner (Printer Supplies) - Lot 2	P\PU	NAP	8.00%

Master Agreement CNR01439
CDW Government LLC

Attachment A
Updated July 1, 2025

Category	Supplier Category Code	Price List	Discount
Printer Supplies (excluding toner)	P\PU	NAP	8.00%
Services (Partner Delivered) - Lot 5	Q	NAP	3.00%
Software - Lot 3	S	NAP	3.00%
Collaboration Hardware - Lot 1	T	NAP	9.00%
Memory/System Components - Lot 1	U	NAP	9.00%
Video-Projection-Pro Audio - Lot 1	V	NAP	6.50%
Digital Signage Displays - Lot 1	V\PZ	NAP	8.50%
LCD panels or monitors (Computer Displays) - Lot 1	V\VL	NAP	1.50%
Cables - Lot 1	W	NAP	15.00%
APC (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
APC (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
Apple Products		Refer to Attachment A-2	
HP Enterprise (Enterprise Storage) - Lot 4	E	NAP	9.50%
HP Enterprise (Servers & Server Management) - Lot 4	H	NAP	7.00%
HP Enterprise (Netcomm Products) - Lot 4	N	NAP	11.00%
HP Enterprise (Services [Partner Delivered]) - Lot 5	Q	NAP	7.00%
HP Enterprise (Data Center Application Services)	S\NU	NAP	3.00%
HP Enterprise (Networking Software)	S\NU	NAP	3.00%
HP Enterprise (Networking Optimization & Acceleration)	N\WI	NAP	11.00%
HP Enterprise (Optical Networking)	N\NE	NAP	11.00%
HP Enterprise (Routers)	N\NR	NAP	11.00%
HP Enterprise (Security)	S\NU	NAP	3.00%
HP Enterprise (Storage Networking)	E\SN	NAP	7.50%
HP Enterprise (Switches)	N\MW	NAP	11.00%
HP Enterprise (Wireless)	N\WI	NAP	11.00%
HP Enterprise (Unified Communications)	S\TE	NAP	3.00%
HP Inc (PC Compatible Workstations) - Lot 1	C\WO***	NAP	7.00%
HP Inc (Notebook Computers) - Lot 1	L\NB	NAP	4.00%
HP Inc (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	5.50%
HP Inc (Single Function Printers) - Lot 2	P\LP	NAP	7.00%
HP Inc (Printer Supplies) - Lot 2	P\PU	NAP	10.00%
HP Inc (Services [Partner Delivered]) - Lot 5	Q	NAP	5.00%
HP Inc (Computer Displays) - Lot 1	V\VL	NAP	3.50%
Lenovo (PC Compatible Workstations - Mfg Code LVP**) - Lot 1	C\WO***	NAP	9.00%
Lenovo (Notebook Computers - Mfg Code LVO**) - Lot 1	L	NAP	6.00%
Lenovo (Convertible PCs/Slate PCs - Mfg Code LVO**) - Lot 1	L\RD	NAP	7.50%
Lenovo (Services [Partner Delivered] - Mfg Code LVO**) - Lot 5	Q	NAP	7.00%
Microsoft Surface (Convertible PCs/Slates) - Lot 1	L\RD	NAP	5.50%
Palo Alto Networks (Hardware)	T	NAP	9.00%

Attachment A
Updated July 1, 2025

Category	Supplier Category Code	Price List	Discount
Palo Alto Networks (Miscellaneous)	W	NAP	15.00%
Palo Alto Networks (Education)	Q	NAP	3.00%
Palo Alto Networks (Subscription)	S	NAP	3.00%
Palo Alto Networks (Support)	J	NAP	1.00%
Tripp-Lite (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
Tripp-Lite (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
VMware (Software – Mfr. Code VMM) - Lot 3	S	NAP	5.00%
***Supplier category code changed from C\DT to C\WO			
**Mfg Code LVP corrected to LVO **Mfg Brocade offer removed; Brocade bought by Broadcom Ltd.			
*Supplier category code L\LA moved to A\LA			
GENERAL NOTES: Supplier category code Client Configure-to-Order moved from C\DT\BTO to new Supplier category code R\BO\BTO			
All rows in BLUE above are new introductions of more granular Supplier category codes with discounts at or more aggressive than parent Supplier category code			

Relevant Terms

Refer to Attachment B, Section I for relevant Terms

Attachment A-2 - Apple Products and Services (for Higher Education members only)

Supplier will provide Members with prices at a discount of 0.5% off Supplier's Nationally Advertised Price ("NAP") or Education List Price ("ELP"), where available. NAP is available on Supplier's website at www.cdwg.com. ELP can be found at www.apple.com. Supplier is not responsible for the accuracy of the ELP. Supplier will exercise all commercially reasonable efforts to access the manufacturer website on Supplier working Monday of each calendar week to obtain the most current ELP. If successful, Supplier will recalculate, and update pricing based on such ELP list within five (5) business days of receipt. Pricing will remain static until the next update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates.

Attachment A-3 – Configuration Services

[INTENTIONALLY LEFT BLANK]

Attachment A-4 – Professional Services

CDWG Professional Services means Professional, field or consulting services, as more fully described in a mutually executed SOW (Attachment C), performed directly by CDWG and/or subcontractors. Hourly or fixed rates will be negotiated based on the Member, role, geography, and scope (solution domain, discipline, and competencies) of the services engagement to perform the service. CDWG will create a SOW detailing the exact scoping and pricing of the Professional Services to be provided, which will be executed by CDWG and the Member prior to the start of engagement. Expenses (T&E) may be an additional consideration depending on project specifics.

Attachment A-5 - Cloud Services Pricing

Cloud Service Provider*	**Discount off MSRP**
Acronis	18%
AWS	0%
DropBox	20%
Egnyte	15%
Nasuni	13%
OneLogin	30%
SyncPlicity	15%
UniTrends	13%
All Other	3% off Supplier's Advertised Price

** Certain Cloud Service Providers require additional terms and conditions be accepted solely for Member's use of their Cloud Services, including but not limited to, AWS, Barracuda, BOX.com, Carbon Black, Crowdstrike, Cylance, Druva, Nasuni, Proofpoint, Okta, Splunk Cloud, zScaler. Supplier will require Member to execute Cloud Service Provider's End User License Agreement ("EULA") prior to the enablement of the Cloud Services.*

Supplier will act as a re-biller only for all cloud sales. Accordingly, before purchasing cloud services, member institutions will (i) enter into an agreement with the third-party cloud provider to govern cloud purchases; and (ii) sign Supplier's standard Cloud Service Order form (Attachment C).

Relevant Terms

Member Rebates

Participating members will receive an annual rebate based on purchases made under this Agreement for Cloud Services. Supplier shall submit the rebate amount and supporting report of sales by member to E&I no later than ninety (90) days after end of calendar year. E&I shall allocate the rebate back to respective members for their use of the Agreement as follows:

Annual Member Purchases	Rebate Percentage
$250,000 - $1,000,000	0.50%
$1,000,001 - $3,000,000	0.75%
$3,000,001 +	1.00%

A. Invoices and Payment

Payment terms are Net 30, unless superseded by member's state statutes. Invoices shall be directed to the appropriate location(s) specified by member. The member placing the order with Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced directly by Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

B. Receipt of Product and/or Service

Normal delivery of orders must be accomplished at established times as set by the member. Selection of a carrier for shipment will be Supplier's option unless otherwise specified by member. Supplier shall maintain records evidencing the delivery of goods and upon request by member provide such proof of delivery.

Title and risk of loss shall pass to the member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and/or installation. The products furnished shall be delivered **F.O.B. Destination, Full Freight Allowed** (Supplier pays freight).

C. Tracking Lost and Damaged Shipments

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of Supplier or a subcontractor cause visible damage to the facilities during transport, Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

D. Returns - Defective and Non-Conforming Products or Services

For cloud based solutions, third party cloud provider's return policy shall apply. For hardware products, return requests shall be submitted to Supplier and are governed by Supplier's return policy available at http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf.

No returns of any type will be accepted by Supplier unless accompanied by a unique RMA number. Members have five (5) days to return a product after the applicable RMA is issued. Supplier 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.

E. Warranty and Product Condition of Sale

For third party cloud providers, the manufacturer's standard warranty shall apply. Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member.

Supplier certifies and warrants that all products sold to members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

F. Minimum Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

G. New and Discontinued Products/Services

The percentage discounts for new products/services shall be equal to the pricing structure herein.

H. No Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member.

I. Replacement Parts

The percentage discounts for replacement parts shall be equal to the pricing structure herein.

J. Supplemental Charges

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the member.

K. Order Fulfillment, Distribution and Installation Agreements

Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

L. Storage
If applicable, Supplier shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.

M. Samples
If requested, Supplier shall provide samples of products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.

Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: June 1, 2026

Notice Number: L0016533927

CDW GOVERNMENT LLC.
230 N MILWAUKEE AVE
VERNON HILLS IL 60061-4304

FEIN: **-***0110
Case ID: 18989767

CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins
Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

Department of Licensing and Consumer Protection

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Business Licensing Division
1100 4th Street S.W.
Washington DC 20024

Date Issued : 08/08/2023
Category : 4003
License# : 400317804833
License Period : 08/01/2025 - 07/31/2027

BASIC BUSINESS LICENSE

Billing Name and Address :

DOREEN PURCELL
CDW GOVERNMENT LLC

230 N MILWAUKEE AVE
VERNON HILLS IL 60061

Premise/Application's Name and Address :

CDW GOVERNMENT LLC

230 MILWAUKEE AVE, VERNON HILLS, IL 60061

Registered Agent's Name and Address :

CORPORATION SERVICE COMPANY

1090 VERMONT AVE. NW
Washington DC 20005

Owner's Name :
Corp. Name : CDW GOVERNMENT LLC
Trade Name :

CofO/HOP# :	SSL : NA	Zone :	Ward :	ANC :	PERM NO. :
		UNITS : 1			

- General Business Licenses

--THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES--

*License Effective from the later of Issued or Start of License-Period Date

Director :
Tiffany Crowe

Date : 10/31/2025 8:58:17 AM

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

CDW GOVERNMENT LLC

Loc. Code: 049-0073-1-001

Vernon Hills

Lake County

200 N MILWAUKEE AVE
VERNON HILLS IL 60061-1577

Certificate of Registration

Expiration Date:

8/31/2026

Sales and use taxes and fees

(2983-4287)

ILLINOIS REVENUE

Director

OFFICIAL DOCUMENT

Issued Date: 07/02/2025

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2025, until June 30, 2025, the living wage rate is $17.50 per hour.

Effective July 1, 2025, the District's Minimum Wage and Living Wage will increase to $18.00 per hour.

The requirement to pay a living wage applies to:

- **All recipients of contracts in the amount of $100,000 or more, and all subcontractors that receive $15,000 or more from the funds received by the recipient from the District of Columbia, and**
- **All recipients of government assistance in the amount of $100,000 or more, and all subcontractors of these recipients that receive $50,000 or more from the government assistance received by the recipient from the District of Columbia.**

"Contract" means a written agreement between a recipient and the District government.
"Government assistance" means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.
"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collecting bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water , sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to "File a Claim" tab.

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of $100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2026 until June 30, 2026, the Living Wage rate is $17.95 per hour.
Effective July 1, 2026, the District's Minimum Wage and Living Wage rates will increase to $18.40 per hour.

Subcontractors of D.C. government contractors, who receive $15,000 or more from the contract, and subcontractors of the recipients of government assistance, who receive $50,000 or more from the assistance, are also required to pay their affiliated employees no less than the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));

9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and

10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR

DR. UNIQUE MORRIS-HUGHES
DIRECTOR

Dear Employer:

The Living Wage Act of 2006, D.C. Code §§ 2-220.01--2-220.11 (the "Act") provides that District of Columbia government contractors and recipients of government assistance in the amount of $100,000 or more shall pay affiliated employee wages at no less than the current living wage rate. Employers receiving government assistance or funding from the District must pay workers performing work on projects related to the government assistance or funding at least the current living wage rate. The living wage rate is reviewed annually by DOES and can be adjusted in proportion to the annual average increase in the Consumer Price Index for all Urban Consumers in the Washington Metropolitan Statistical Area published by the Bureau of Labor Statistics, U.S. Department of Labor.

Based on the 2025 review, effective January 1, 2026, until June 30, 2026, the living wage rate is $17.95 per hour.

D.C. Code § 2-220.03(f) provides that at no time shall the living wage be less than the minimum wage. Effective July 1, 2025, the minimum wage in the District is $17.95 per hour. Effective July 1, 2026, the District's Minimum Wage will increase to $18.40, based on the CPI as of December 31, 2025, and that will trigger an attendant increase in the living wage.

Effective January 1, 2026, until June 30, 2026, the living wage rate is $17.95. Effective July 1, 2026, the District's Minimum Wage and Living Wage will increase to $18.40.

The Department of Employment Services/Office of Wage-Hour looks forward to continuing to provide quality service to all employers. Should you have any questions, please contact Mohammad R. Sheikh, Deputy Director for the Labor Standards Bureau, at 202-671-1555 or by e-mail at mohammad.sheikh@dc.gov .

Sincerely,

Dr. Unique Morris-Hughes
Director

SEXUAL HARASSMENT IN THE WORKPLACE
Mayor’s Order 2023-131

Mayor’s Order 2023-131 prohibits sexual harassment in all interactions with District employees and officials, and persons acting on behalf of the District. The prohibition applies to harassment by District employees and officials, including harassment of other employees and officials, and to harassment of third parties and members of the public interacting with the District government, including contractors, subcontractors, customers, clients, and other persons visiting or working at District worksites.

The prohibition also applies to harassment by contractors carrying out work on behalf of the District government, including harassment of District employees and officials, and to harassment of third parties and members of the public interacting with the District government, including other contractors, clients, customers, and other persons visiting or working at District worksites.

The Human Rights Enhancement Amendment Act of 2022 expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment." Sexual harassment also includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment, or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is referred to as *quid pro quo* sexual harassment.

A District employee and a District client/customer/contractor of their agency who are in a dating, romantic, or sexual relationship shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

Reporting Sexual Harassment

Alleged victims of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may file complaints that trigger sexual harassment investigations and possible remedies. Alleged victims, including contractors, may file complaints with the Sexual Harassment Officer of the contracting agency or any other District agency, the contracting agency’s General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or the contract administrator.

In addition to pursuing action within the agency, an alleged victim may report a sexual harassment claim within one year of the alleged harassment or its discovery to the District Office of Human Rights using its Intake Questionnaire Form. The alleged victim may also file a complaint with the Equal Employment Opportunity Commission.

Complaints made against District employees who sexually harass contractors or subcontractors, upon investigation, may result in discipline of the employee and accommodations to the contractor, such as having another District official assigned to the contract. Complaints against contractors who sexually harass District employees, agency clients, customers, or visitors, upon investigation, may result in requiring the contractor to use alternate personnel to provide services, and other remedies available under the contract, including contract termination or non-renewal of the contract.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR

DR. UNIQUE MORRIS-HUGHES
DIRECTOR

MEMORANDUM

TO: Brian K. Brooks, Ph.D Condidate
Contract Specialist
University of District of Columbia

D. Hubert

FROM: Daniel King
Associate Director
Office of First Source Compliance
Department of Employment Services

DATE: June 12, 2026

SUBJECT: First Source Employment Agreement

The Department of Employment Services (DOES) has reviewed the First Source Agreement for **CDW Government LLC – PO-GF-2027-C-0001-BB:**

In reviewing the Agreement, DOES has determined the following: -

☒ The contractor completed and signed the First Source Employment Agreement (attached).

Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of the contract.

You shall register and post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

In addition, at least 51% of all newly created jobs must be filled by District residents.

First Source reports are due by the 10th of each month throughout the duration of the contract. Company representative responsible for completing the First Source Contract Compliance reports must register and submit reports via First Source Online Registration and Reporting System (FORRS), http://firstsource.dc.gov.

If you have any questions or need additional information please contact **John Nichols** at 202-698-3541 or john.nichols@dc.gov

Attachment,

GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT 2
FOR NON CONSTRUCTION CONTRACTS ONLY

GOVERNMENT-ASSISTED CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: UDC Salesforce Phase III: Education Cloud Expansion
DISTRICT CONTRACTING AGENCY: UNIVERSITY OF THE DISTRICT OF COLUMBIA
CONTRACTING OFFICER: Stephanie Johnson
TELEPHONE NUMBER: 202-274-5244 Email: stephanie.johnson6@udc.edu
TOTAL CONTRACT AMOUNT $1.8 million
EMPLOYER CONTRACT AMOUNT: ____
CONTRACT NAME: UDC Salesforce Phase III: Education Cloud Expansion
CONTRACT ADDRESS: 4200 Connecticut Ave NW
CITY: Washington, DC STATE: ____ ZIP CODE: 20008
CONTRACT START DATE: October 2026 CONTRACT END DATE: September 2027
EMPLOYER START DATE: ____ EMPLOYER END DATE: ____

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: ____ DATE ____

■ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND TRANSFER ☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCING ☐ ANY ADDITIONAL LEGISLATION, IF YES ____
D.C. CODE#

BASE YEAR ■ OPTION YEAR: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ *(SELECT CONTRACT YEAR)*
DESCRIPTION OF WORK: ____

EMPLOYER INFORMATION

EMPLOYER NAME: CDW Government LLC
EMPLOYER ADDRESS: 230 N. Milwaukee Ave
CITY: Vernon Hills STATE: IL ZIP CODE: 60061
TELEPHONE NUMBER: (800) 800-4239 FEDERAL IDENTIFICATION NO.: 36-4230110
CONTACT PERSON: Ebony Thomas
TITLE: Account Manager
E-MAIL: ebony@cdwg.com TELEPHONE NUMBER: 203.851.7188
CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: ____
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: N/A
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME CONTRACTOR: ____
NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES ☐ No ☑

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431 is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

EMPLOYER began work on the Contract, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Contract, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Contract completion.

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:

1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Contract for which the beneficiary is required to use the First Source Register.

2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of $300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for $1 million or more of District of Columbia funds.

3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of $300,000.

C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract totaling $300,000 or more.

D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.

E. **EMPLOYER** means any entity awarded a government-assisted Project or Contract totaling $300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.

F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.

G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

I. **Government-assisted Project or Contract (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at $300,00 or more, from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.

J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:

1. An ex-offender who has been released from prison within the last 10 years;
2. A participant of the Temporary Assistance for Needy Familiesprogram;
3. A participant of the Supplemental Nutrition Assistance Program;
4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
5. Unemployed for six (6) months or more in the last 12-month period;
6. Homeless;
7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.

N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.

O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of new positions that will be created as a result of

the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;

2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;

3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;

4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;

5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;

6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;

8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;

9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;

10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;

11. A strategy to ensure that DC residents who work on the Contract or Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Contract or Project to the next;

12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and

13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act,

where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.

Q. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.

R. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.

B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at $300,000 or more, to enter into an Agreement with DOES.

C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.

D. Agreement will take affect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the contract and until such as construction is complete and a certificate of occupancy is issued.

E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.

F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.

G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401-1431.

H. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Contract a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the

EMPLOYER will promptly provide them to DOES.

I. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least $500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

J. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.

2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.

K. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.

L. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

A. The Employer shall complete a Revised Employment Plan that will include the information outlined in Section I.O.

B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.

C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.B.

E. The EMPLOYER shall submit to DOES, prior to commencing work on the Contract, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Contract. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.B.

B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.

B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.

C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

A. EMPLOYER with Contracts receiving government assistance valued at $300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other documents required by DOES for reporting and monitoring.

C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
    1. Number of new job openings created/available;
    2. Number of new job openings listed with DOES, or any other District Agency;
    3. Number of DC residents hired for new jobs;
    4. Number of employees transferred to the Contract;
    5. Number of DC residents transferred to the Contract;
    6. Direct or indirect labor cost associated with the Contract;
    7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
    8. Number of apprenticeship hours worked;
    9. Number of apprenticeship hours worked by DC residents; and
    10. Workforce statistics throughout the entire Contract tenure.

D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:

    1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or

    2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract that will include the following documentation:

        a. Documentation supporting EMPLOYER'S good faith effort to comply;
        b. Referrals provided by DOES and other referral sources; and
        c. Advertisement of job openings listed with DOES and other referral sources.

B. DOES may waive the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:

    1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or

    2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or

    3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.

5. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.

C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the Employer for the positions created as a result of the Project;

2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;

3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;

4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;

5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;

6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;

7. Whether the EMPLOYER interviewed employable candidates;

8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;

9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;

10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

12. Any additional documented efforts.

IX. MONITORING

A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Contract sites, employees, and documents.

B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.

C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

D. DOES shall monitor all Contracts as authorized by law. DOES will:

1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.

2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.

3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.

4. Inspect and copy payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.

5. Conduct desk reviews of *Monthly Compliance Reports*.

6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.

7. Monitor and complete statistical reports that identify the overall Contract, Employer, contractor, and subcontractors' hiring.

8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

X. PENALTIES

A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.

B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.

C. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:

EMPLOYER Senior Official (Print)

Date

Brian Fisher Digitally signed by Brian Fisher Date: 2026.06.05 06:40:40 -04'00'

EMPLOYER Senior Official (Signature)

CDW Government LLC

Name of Company

230 N. Milwaukee Ave

Vernon Hills, IL 60061

Address

(800) 800-4239

Telephone

Email

D. Hedward for Daniel King

Signature Department of Employment Service

6/15/2026

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN

I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: UNIVERSITY OF THE DISTRICT OF COLUMBIA
CONTRACTING OFFICER: Stephanie Johnson
TELEPHONE NUMBER: 202-274-5244
TOTAL CONTRACT AMOUNT: $1.8 million
EMPLOYER CONTRACT AMOUNT: ______
PROJECT NAME: UDC Salesforce Phase III: Education Cloud Expansion
PROJECT ADDRESS: 4200 Connecticut Ave NW
CITY: Washington, DC STATE:_ ZIP CODE: 20008
PROJECT DESCRIPTION OF WORK: ______

PROJECT START DATE: October 2026 PROJECT END DATE: September 2027
EMPLOYER START DATE: ______ EMPLOYER END DATE: ______

EMPLOYER INFORMATION

EMPLOYER NAME: ______
COMPANY NAME: CDW Government LLC
EMPLOYER ADDRESS: 230 N. Milwaukee Ave
CITY: Vernon Hills STATE: IL ZIP CODE: 60061
TELEPHONE NUMBER: (800) 800-4239 FEDERAL IDENTIFICATION NO.: 36-4230110
CONTACT PERSON: Ebony Thomas
TITLE: Account Manager
E-MAIL: ebony@cdwg.com TELEPHONE NUMBER: 203.851.7188
EMPLOYER DESCRIPTION OF WORK: UDC Salesforce Phase III: Education Cloud Expansion

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

A. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A				N/A No hiring will be done as part of this project	
B					
C					
D					
E					
F					
G					
H					

B. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

N/A Please see documents provided by Coastal Cloud, who will be performing the work for this project.

This page to be completed by Employer	BF Employer Initials

C. EMPLOYMENT PROJECTIONS

GOVERNMENT OF THE DISTRICT OF COLUMBIA

REVISED EMPLOYMENT PLAN

I. Provide a timetable outlining the 51% Hiring of District Resident over the life of the project or contract and an associated hiring schedule.

II. Provide descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions.

III. Provide a strategy to fill the 51% hiring of District residents requirement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers.

This page to be completed by Employer	BF Employer Initials

C. EMPLOYMENT PROJECTIONS (Continued)

IV. This strategy should include a remediation strategy to ameliorate any problems associated with meeting these 51% Hiring of District Resident requirements, including any problems encountered with contractors and subcontractors.

V. The designation of a senior official from the Employer who will be responsible for implementing the hiring and reporting requirements.

VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract.

VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next.

This page to be completed by Employer	BF Employer Initials

D. EMPLOYMENT PROJECTIONS *(continued)*

VIII. Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents.

IX. Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years.

X. Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

This page to be completed by Employer	BF Employer Initials

GOVERNMENT OF THE DISTRICT OF COLUMBIA

REVISED EMPLOYMENT PLAN

CURRENT EMPLOYEES: Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT √Please Check		
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This page to be completed by Employer BF

Employer Initials

Office of Human Rights Notice of Compliance with Equal Employment Opportunity (EEO) Requirements

Pending Approval

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Phoenix Insurance Company	25623
INSURER B:	The Charter Oak Fire Insurance Company	25615
INSURER C:	Travelers Property Cas Co of America	25674
INSURER D:	Beazley Excess and Surplus Insurance Inc	17520
INSURER E:		
INSURER F:		

INSURED
CDW Government LLC
230 North Milwaukee Ave
Vernon Hills IL 60061 USA

COVERAGES **CERTIFICATE NUMBER:** 570116003361 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			H6605D53096APHX25 see addendum	10/01/2025	10/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE; X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY; X PRO-JECT; LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			BA-6N190234-25-I3-G	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB; X OCCUR			CUP6J53867925I3 SIR applies per policy terms & conditions	10/01/2025	10/01/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$5,000,000
	DED; X RETENTION						Retained Limit	$10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB8P79604A2551K AOS	10/01/2025	10/01/2026	X PER STATUTE; OTH-ER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		UB8P8306872551R AZ, MA, WI	10/01/2025	10/01/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	E&O - Miscellaneous Professional-Primary			D19A8C251101 Claims Made-cyber/network SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate No : 570116003361

CERTIFICATE HOLDER

University of the District of Columbia
4200 Connecticut Ave. NW
Washington DC 20008 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

AGENCY CUSTOMER ID: 10227766

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.	NAMED INSURED CDW Government LLC
POLICY NUMBER See Certificate Number: 570116003361	
CARRIER See Certificate Number: 570116003361 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability

Policy# H6605D53096APHX25

State and Insurer(s) Affording Coverage

California	Travelers Property Casualty Company of America	NAIC# 25674
All Other	The Phoenix Insurance Company	NAIC# 25623

UNIVERSITY OF THE DISTRICT OF COLUMBIA 1851

Fiscal Impact Statement

Memorandum

To: The Board of Trustees

From: Managing Director of Finance David A. Franklin

Date: July 28, 2026

Subject: FY27 CDW-G Salesforce Implementation Contract Renewal

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Conclusion

It is concluded that the University of the District of Columbia requires a contract with CDW Government, LLC (CDW-G) for the continuation and expansion of Salesforce Education Cloud implementation and managed services associated with Phase III of the University's Customer Relationship Management (CRM) modernization initiative. The proposed FY27 engagement, inclusive of implementation, managed services, system integrations, Marketing Cloud enhancements, Agentic AI functionality, Data Cloud services, and student success platform expansion, is in the amount of $1,800,000.

There are sufficient funds available in the University's approved FY27 capital budget and/or the applicable capital improvement plan (CIP) allocations to support this engagement.

Background

The University of the District of Columbia (UDC) entered into a multi-phase Salesforce Education Cloud implementation project to modernize and integrate institutional systems supporting recruitment, admissions, enrollment management, student success, marketing and communications, and constituent engagement.

Phase I of the CRM implementation focused primarily on Recruitment, Admissions, Marketing, and Communications. Phase II expanded the platform to support student onboarding, student services, co-curricular engagement, and student success initiatives. The University is now advancing into Phase III, which represents a strategic continuation and expansion of the Salesforce ecosystem.

The proposed FY27 contract will allow UDC to continue leveraging CDW-G as the primary contract vehicle and Coastal Cloud LLC as the implementation partner. Maintaining continuity with the current implementation team preserves institutional knowledge, existing system architecture, established integrations, and operational workflows developed during earlier project phases.

Phase III is designed to further integrate fragmented institutional systems into a unified digital ecosystem that supports the full student lifecycle—from prospective student engagement through enrollment, persistence, graduation, alumni engagement, and ongoing institutional relationships.

The Phase III scope of work includes, but is not limited to:

- Systems integrations and enhancements involving Ellucian Banner, Financial Aid systems, CommonApp, Navigate, and related enterprise platforms;
- Marketing Cloud enhancements and communication automation;
- Alumni engagement and Raiser's Edge data integration;
- Student Success and advising functionality;
- Agentic AI and Data Cloud implementation;
- Admissions and Enrollment Services workflow enhancements;
- Event functionality and constituent engagement improvements;
- Case management and service desk functionality; and
- Continued managed services, system administration, user management, training, and optimization support.

The engagement also includes managed services support utilizing the Waves Consulting Capacity Model, providing up to 600 hours of monthly Salesforce consulting and technical services to support configuration, optimization, integrations, enhancements, testing, troubleshooting, project management, and operational support.

This project directly supports Presidential Initiative One: Service Excellence and Presidential Initiative Two: Marketing by improving operational efficiency, enhancing communication and engagement strategies, reducing system silos, and creating a more seamless and responsive student experience. The proposed investment is necessary to ensure the continued implementation, optimization, integration, and long-term sustainability of the University's enterprise CRM environment. The engagement will enhance UDC's ability to deliver data-informed enrollment management strategies, improve student engagement and service delivery, streamline operational processes, and support institutional growth objectives.

Fiscal Impact

The proposed FY27 contract renewal will cover the period of October 1, 2026, through September 30, 2027. Under the proposed Statement of Work, CDW Government, LLC will provide managed services and implementation support at a fixed monthly rate of $150,000 for up to 600 consulting hours per month. The total estimated fiscal impact for FY27 is as follows:

Fiscal Year	Description	Amount
FY27	Salesforce Education Cloud Phase III Managed Services and Implementation Support	$1,800,000
	Total	**$1,800,000**

There are no anticipated fiscal risks at this time beyond the standard operational and project management considerations associated with enterprise technology implementations.