



Peralta Community College District
333 East 8th Street • Oakland, California 94606•
(510) 466-7225

For District Use Only

FORM NO: _____

Date Rec'd: _____

INSTRUCTIONAL FURNITURE & EQUIPMENT PROCUREMENT REQUEST FORM

(MEASURE A PROCUREMENTS ONLY)

This form is to be use to request Measure A funding support for:

- * Program development,
- * Special instructional projects, and
- * Related furniture and equipment.

INCOMPLETE SUBMITTALS WILL BE RETURNED

INSTRUCTIONS:

1. REQUESTOR to Complete SECTIONS I AND II
2. REQUESTOR to obtain required signatures and approvals prior to submittal to District
3. REQUESTOR to initiate a requisition, to be included as backup
4. REQUESTOR to forward completed ORIGINAL Measure A Procurement Form and copy of requisition and any other pertinent backup documentation to:

Dr. Sadiq B. Ikharo, Vice Chancellor for General Services
Peralta Community College District Office,
DISTRICT ADMINISTRATION CENTER
Purchasing Department

Tel: (510) 466-7225 Fax: (510) 587-7873 gdown@peralta.edu

5. DISTRICT to logged and assign an internal tracking number (MAF#). Forms will then be forwarded to Finance and the Chancellor's Office for signatures.
6. DISTRICT TO COMPLETE SECTION III (FINANCE)
6. DISTRICT to send approved forms to Requestor
7. Please remember to include the Measure A tracking number (MAF#) in the body of the requisition.
8. DISTRICT will keep the ORIGINAL Measure A Procurements Forms on file.

Updated: July 13, 2016

INSTRUCTIONAL PROCUREMENT REQUEST FORM

(Measure A Procurement Only)

SECTION I - PROCUREMENT BACKGROUND

Date: 9/18/2018
Requester: Rupinder Bhatia
Phone: 510-464-3437

Location: Laney COA Merritt Berkeley City College

Department: Information Technology Building: T-651

Requested Funding Amount: \$103,000

Project Name: Smart Classroom Phase 2 (Equipment)

1. Which best describes this procurement?

- Furniture / Equipment
CRITERIA (Please check applicable box(es))
 ADA = ADA Compliance
 AVE = Audio visual equipment
 CHS = Computer hardware and software
 FUR = Furniture
 LIB = Library materials
 OIE = Other instructional and support equipment
- Programming - Proposed procurement not **related** to other college proposals or planned work
- Programming – Proposed procurement related to other college proposals or planned work
- Other: Smart Classroom Equipment

2. Will this be a one-time expenditure? Yes No

If No, how will this procurement be incorporated as an on-going expenditure into the department, program, curriculum and budget?

3. Procurement description: *(You may attach additional information.)*
Equipment for installation of Smart Classrooms in Phase 2 at Laney College

4. Procurement justification: *(Note: Procurement request must refer to Bond language.)*

Funding Sources: Measure A, as approved by the voters in Peralta's constituency and authorized under Resolution 05/06-45, Exhibit A-1, Specific Projects And Major Repair Of Existing Facilities: "Project costs for the acquisition, construction, repair, refurbishment, equipping, upgrading, and modernization of classrooms, buildings."

5. What are the procurement objectives and benefits to the students, program, and college?

Additional Smart classrooms to alleviate the shortage of smart classrooms and to provide more students with 21st century learning opportunities. It will provide more faculty and students with interactive and multimedia learning experiences.

6. Procurement estimates: *(Please name and list the final cost estimates from three different vendors, suppliers, or trades. In addition, please attach the original estimates.)*

	<u>Name</u>	<u>Cost</u>
1.	CDW-G	\$101,736.28
2.		
3.		

7. Appendix Description: *(Please list any additional attachments, such as price quotes, etc.)*

The quote indicates that the equipment is part of a contract with CDW-G per Contract: E&I CNR-1439 Catalog (CNR01439)

SECTION II - CONTACT INFORMATION & CAMPUS APPROVALS

COLLEGE CONTACT INFORMATION			
Contact:	Rupinder Bhatia		
Email:	rbhatia@peralta.edu	Phone:	510-464-3437


COLLEGE APPROVALS

1. OFFICE OF INSTRUCTIONAL SERVICES

Vice President of Instructional Services:

Rudolph J. Bosikof
(Print Name)

Signature:



Email:

rbosikof@peralta.edu

Date:

9/20/2018

Phone:

510-464-3213

2. BUSINESS OFFICE

ACCOUNT CODES:

L	FUND	COST CENTER	OBJECT	PR	ACTIVITY	SPJ	LN
5	63	391	6206	1	710000	2486	00

Will this impact any future budgets?

No

Yes

Requisition No.: 2000126763

College Business Officer (Required for District Review):

Derek Pinto

(Print Name)

Signature:



Email:

dpinto@peralta.edu

Date:

9/20/18

Phone:

510-464-3232

3. COLLEGE PRESIDENT'S OFFICE

College President (Required for District Review):

Tammeil Gilkerson

(Print Name)

Signature:



Email:

tgilkerson@peralta.edu

Date:

9/20/18

Phone:

510-464-3236

**SECTION III – DISTRICT APPROVALS
(TO BE COMPLETED BY DISTRICT OFFICE)**

Procurement: _____

Budget Expenditure: **MEASURE A** _____

RECOMMENDATIONS

Approved

Request Incomplete *(Please complete highlighted areas)* Return by: _____

Rejected *(Review justification below)*

APPROVALS

1. PURCHASING DEPARTMENT

Dr. Sadiq B. Ikharo, Vice Chancellor for General Services _____ *Date*

2. FINANCE

Romanier Johnson, Vice Chancellor of Finance & Administration _____ *Date*

3. CHANCELLOR OFFICE

Dr. Jowel C. Laguerre, Chancellor _____ *Date*

Req Form

Add/Update Requisitions

Maintain Requisitions

Requisition

Business Unit PCCD1
Requisition ID 2000126763
Requisition Name 2000126763

Status Open
Budget Status Not Chk'd

Hold From Further Processing

Header

*Requester DDAVAASUREN
*Requisition Date 09/20/2018
*Origin LOA
*Currency Code USD
Accounting Date 09/20/2018

DAVAASUREN,
DARKHIJAV
Requester Info
Laney Open Account
Dollar

Requisition Defaults Add Comments
Requisition Activities
Document Status Custom Fields

Amount Summary

Total Amount 93,749.85 USD
Tax Amount 7986.43 USD
Total Amount 101736.28 USD

Add Items From

Purchasing Kit
Item Search
Catalog
Requester Items

Select Lines To Display

Search for Lines
Line To Retrieve

Line

Personalize | Find | View A

Details Ship To/Due Date Status Supplier Information Item Information Attributes Contract Sourcing Controls

Line	Item	Description	Quantity	*UOM	Category	Price	Merchandise Amount	*Ship To Location	*Taxable	Stat
1		Lenovo AIO PC	65.0000	EA	6206	1,165.5100	75,758.15	WAREHOUSE	Y	Ope
2		Lenovo 5YR support	65.0000	EA	6206	108.00000	7,020.00	WAREHOUSE	N	Ope
3		Kensington Laptop	165.0000	EA	6206	43.56000	7,187.40	WAREHOUSE	Y	Ope
4		Peerless Desktop	65.0000	EA	6206	52.22000	3,394.30	WAREHOUSE	Y	Ope
5		Recycling Fee	65.0000	EA	6206	6.00000	390.00	WAREHOUSE	N	Ope

View Printable Version

View Approvals

*Go to ...More...



Save Return to Search Notify Refresh

QUOTE CONFIRMATION



DEAR RUPINDER BHATIA,

Thank you for considering CDW G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KBQT709	8/31/2018	M920Z AIO TOUCH	1181621	\$101,736.28

IMPORTANT - PLEASE READ
 Fees applied to Item(s): 5206572

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Lenovo ThinkCentre M920z - all-in-one - Core i5 8500 3 GHz - 8 GB - 256 GB</u> Mfg. Part#: 10S60023US UNSPSC: 43211508 Contract: E&I CNR01439 Catalog (CNR01439)	65	5206572	\$1,165.51	\$75,758.15
<u>Lenovo 5YR SUPPORT (Onsite+KYP+PRE)</u> Mfg. Part#: 5PS0N73174 UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: E&I CNR01439 Catalog (CNR01439)	65	4450984	\$108.00	\$7,020.00
<u>Kensington MicroSaver Keypad Laptop Lock</u> Mfg. Part#: K64068F UNSPSC: 46171619 Contract: E&I CNR01439 Catalog (CNR01439)	165	973084	\$43.56	\$7,187.40
<u>Peerless 100 Series Desktop Mount LCT100S - desk mount</u> Mfg. Part#: LCT100S UNSPSC: 31162313 Contract: E&I CNR01439 Catalog (CNR01439)	65	2588231	\$52.22	\$3,394.30

RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 15" TO LESS THAN 35" Fee Applied to Item: 5206572	65	654810	\$6.00	\$390.00

PURCHASER BILLING INFO		SUBTOTAL	
Billing Address: PERALTA COMMUNITY COLLEGE DISTRICT ACCOUNTS PAYABLE 333 E 8TH ST ***MUST SHIP COMPLETE*** OAKLAND, CA 94606-2889 Phone: (510) 466-7200 Payment Terms: NET 30 Days-Govt/Ed			\$93,359.85
		SHIPPING	\$0.00
		RECYCLING FEE	\$390.00
		SALES TAX	\$7,986.43
		GRAND TOTAL	\$101,736.28
DELIVER TO	Please remit payments to:		

Shipping Address: PERALTA COMMUNITY COLLEGE DISTRICT RUPINDER BHATIA 333 E 8TH ST ***MUST SHIP COMPLETE*** OAKLAND, CA 94606-2889 Phone: (510) 466-7200 Shipping Method: UPS Ground (2-3 days)	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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Need Assistance? CDW•G SALES CONTACT INFORMATION



Earl Pingel

|

(877) 378-8366

|

earlpin@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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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.





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

 Signature
Christina V. Rother
 Printed Name
President
 Title
30 July 2017
 Date

Educational & Institutional Cooperative Services, Inc
 Signature

 Signature
Gary D. Link, C.P.M.
 Printed Name
Sr. Vice President, Consulting Group & Contracts
 Title
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%

CDW Government LLC
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Computer Equipment and Related Hardware, Software, Services and Support
August 1, 2017

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%

CDW Government LLC
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 Computer Equipment and Related Hardware, Software, Services and Support
 August 1, 2017

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%
MKMOV2LL/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%

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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%
MK LX2ZM/A	iPad mini 4 Smart Cover - Midnight Blue	EPL	0.50%
MKM02ZM/A	iPad mini 4 Smart Cover - Stone	EPL	0.50%
MK LW2ZM/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

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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)

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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