

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**Company Name: CDW Government LLCNote: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3	J. TOTAL COST OF ACQUISITION The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.	For section J, please remove the words, "for its intended purpose".	NJPA Accepts
7	3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services.	<p>CDW•G does not manufacture materials nor is it the provider of warranty support services. CDW•G is only selling commercial off-the-shelf products. As such, CDW•G does not believe this term applies to our offering and request its removal.</p> <p>All warranties reside with the manufacturer of the items, and CDW•G will assign its warranty rights to the extent allowable. NJPA and NJPA Members must look to either the manufacturer or publisher of the items and the third party service provider of the support services (as applicable) to address any performance and associated responsibility.</p> <p>CDW•G allows returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. Your dedicated CDW•G account manager can provide further details.</p> <p>For any on-site services performed under CDW•G's Statement of Work ("SOW Services"), CDW•G offers a standard warranty for performance/re-performance or a refund after receiving notice of any non-conformities within a defined period after original performance.</p> <p>CDW•G can agree to defend NJPA and NJPA Members for third party claims for death, bodily injury or damage to tangible personal property during the performance of SOW services that's subject to an approved and appropriate dollar cap and limited to direct damages.</p>	NJPA Accepts
7	3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/ product/services: NJPA desires a single source of responsibility for equipment/ products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/ products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any	Please delete in accordance with CDW•G's exception to section 3.23, as noted above.	NJPA Accepts

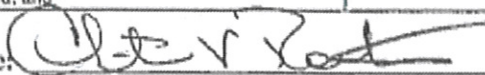
	such Sub-Contractor.		
9	<p>3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.</p>	Please delete in accordance with CDW•G's exception to section 3.23, as noted above.	NJPA Accepts
9	<p>3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.</p>	<p><u>Patent/Warranty:</u> The NJPA or NJPA Members understand that the Vendor is not the manufacturer of the products purchased by the NJPA or NJPA Members hereunder and the only warranties offered are those of the manufacturer, not Vendor or its affiliates. In purchasing the products, the NJPA or NJPA Members are relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by Vendor or its affiliates. VENDOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. The NJPA or NJPA Members expressly waives any claim that it may have against Vendor or its affiliates based on any product liability or infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from Vendor or its affiliates against any such Claim made against the NJPA or NJPA Members by a third party. The NJPA or NJPA Members acknowledge that no employee of Vendor or its affiliates is authorized to make any representation or warranty on behalf of Vendor or any of its affiliates that is not in this Agreement. Vendor will not be responsible for and no liability shall result to Vendor or any of its affiliates for any delays in delivery which result from any circumstances beyond Vendor's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates provided by Vendor and any purported deadlines contained in any other document are estimates only.</p> <p><u>Services Warranty:</u> Vendor warrants that the SOW Services will be performed in a good and workmanlike manner. The NJPA Member's sole and exclusive remedy with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform any SOW Services not in substantial compliance with this warranty, or (b) refund amounts paid by the NJPA Member related to the portion of the SOW Services not in substantial compliance; provided, in each case, the NJPA Member notifies Vendor in writing within thirty (30) business days after performance of the applicable SOW Services. This warranty is voided if the SOW Services are altered by anyone other than Vendor or any of its affiliates or any of its or their personnel</p> <p><u>Hold Harmless:</u> Vendor shall indemnify and hold harmless the NJPA or NJPA Members for any damages or losses to the NJPA or NJPA Members arising from Claims. "Claims" are defined as (i) claims brought by a third party for death or</p>	NJPA Accepts

		personal injury to a third party, or (ii) damage to tangible personal property suffered or incurred by the NJPA or NJPA Members allegedly resulting from the grossly negligent or willful misconduct of the Vendor, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be a Claim.	
9-10	3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/ Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.	For section 3.36, please see Vendor's response in section 3.35 above.	NJPA Accepts
20	5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.	Section 5.5.1 shall be governed by Vendor's return policy, as it is specified in Vendor's proposal response.	NJPA Accepts
20	5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of nonconforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.	For section 5.5.3, please see Vendor's response in section 3.35 above. shall be governed by Vendor's return policy, as it is specified in Vendor's proposal response.	NJPA Accepts
20	5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.	Section 5.5.4 shall be governed by Vendor's return policy, as it is specified in Vendor's proposal response. Your dedicated Vendor account manager can provide further details, and has the ability to work with the NJPA Member, when requested, to pay for returns.	NJPA Accepts
24	G. CERTIFICATE OF INSURANCE 6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.	G. CERTIFICATE OF INSURANCE 6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or on an ACCORD binder-form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing-verification <u>evidence of coverage</u> , in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.	NJPA Accepts
25	6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.	6.26 Subcontractors: Vendors' eertificate(s)-general <u>liability coverage</u> shall include all <u>coverage for its</u> subcontractors as additional-insureds-under-its-policies-or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.	NJPA Accepts

28	<p>D. AUDITS</p> <p>7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.</p>	<p>7.8 No more than once per calendar year during the Contract's term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) <u>thirty (30)</u> business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged <u>the accuracy of amounts paid</u> under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.</p>	NJPA Accepts
29	<p>7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.</p>	<p><u>Either party</u>-NJPA may execute Contract termination without cause with a required sixty (60) day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.</p>	NJPA Accepts
31	<p>8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.</p>	<p>For section 8.10, please see Vendor's response in section 3.35 above.</p>	NJPA Accepts
31	<p>F. DATA PRACTICES</p> <p>8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:</p>	<p>F. DATA PRACTICES</p> <p>8.15 All materials submitted in response to this RFP will be used to evaluate the RFP only become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. <u>No ownership rights are extended by Responder.</u> If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:</p>	
42	<p><u>Form F, PROPOSER ASSURANCE OF COMPLIANCE:</u></p> <p>7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and</p>	<p><u>Form F, PROPOSER ASSURANCE OF COMPLIANCE:</u></p> <p>7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first-quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and</p>	NJPA Accepts
42	<p><u>Form F, PROPOSER ASSURANCE OF COMPLIANCE:</u></p> <p>8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include</p>	<p><u>Form F, PROPOSER ASSURANCE OF COMPLIANCE:</u></p> <p>8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition,</p>	NJPA Accepts

	shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and	the Proposer accepts all general terms and conditions of this RFP <u>as mutually agreed to</u> , including all responsibilities of commitment as outlined and proposed; and	
--	--	---	--

Proposer's Signature:



Date:

09.25.2014

Christina V. Rother, President CDW•G

NJPA CLARIFICATIONS:

Any proposed exception not explicitly accepted by NJPA is hereby rejected and will not be part of the Contract.



Contract Award
RFP 100614 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES

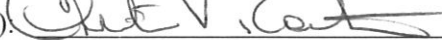
In compliance with the Request for Proposal (RFP) for TECHNOLOGY SOLUTIONS WITH RELATED EQUIPMENT AND ACCESSORIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: CDW Government LLC Date: 09.25.2014

Company Address: 230 N. Milwaukee Avenue

City: Vernon Hills State: IL Zip: 60061

Contact Person: Christina V. Rother Title: President, CDW Government LLC

Authorized Signature (ink only):  Christina V. Rother
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 100614 # Technology Solutions with Related Equipment and Accessories
CDW Government, LLC
 Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 1st, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:


 NJPA Executive Director

(Name printed or typed)

 Awarded this 18th day of November, 20 14 NJPA Contract Number 100614 #CDW

NJPA Authorized signature:


 NJPA Board Member

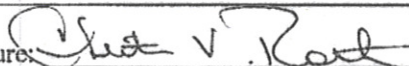
(Name printed or typed)

 Executed this 18th day of November, 20 14 NJPA Contract Number 100614 #CDW

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CDW Government LLC

Vendor Authorized signature:



Christina V. Rother

(Name printed or typed)

Title: President, CDW Government LLC
 Executed this 26th day of November, 20 14 NJPA Contract Number 100614 #CDW

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: CDW Government LLC

Contact Person for Questions: Mark Ellis


(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 230 N. Milwaukee Ave

City/State/Zip: Vernon Hills, IL 60061

Telephone Number: 877.489.8641 Fax Number: 732.380.6390

E-mail Address: markeli@cdwg.com

Authorized Signature: 

Authorized Name (typed): Christina V. Rother

Title: President, CDW Government LLC

Date: 09.25.2014

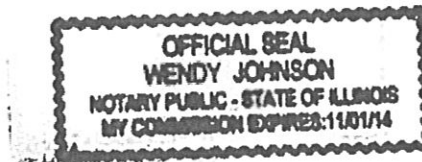
Notarized

Subscribed and sworn to before me this 25th day of September, 20 14

Notary Public in and for the County of Lake State of Illinois

My commission expires: 11/1/14

Signature: 





PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: CDW Government LLC

Questionnaire completed by: Mark Ellis and Larissa Newman

PAYMENT TERMS AND FINANCING OPTIONS

1) Identify your payment terms if applicable. (Net 30, etc.)

Our standard payment terms are Net 30, but we are flexible to our customers' needs. We will work with members to arrange other terms, when necessary and dependent on a few financial factors.

2) Identify any applicable leasing or other financing options as defined herein.

CDW•G's Leasing Team helps members navigate through all the available leasing providers to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our leasing partners, such as our 2014 HP PartnerOne Financial Services Partner of the Year Award. Often, we are able to leverage our relationship with our partners with more advantageous rates or terms. For Members that have diversity requirements to meet, we can recommend our WBE certified leasing partner, Commonwealth Capital Corporation.



Mark has been working diligently to get NJPA's preferred leasing partner, National Cooperative Leasing (NCL) on-boarded as one of our own leasing partners, to further support Members' financing needs. We are pleased to be able to highlight our partnership with NCL for this next contract reiteration. In response to the RFP leasing requirements, NCL details the options they have available to suit members' varying budgetary requirements. We've also included example documentation in the supplemental attachments.

Examples of such options include Tax Exempt Municipal Leases, Fair Market Value Leases, \$1 Buyout Leases, and customized programs as required by client. National Cooperative Leasing also offers government agencies purchasing on this contract a "Purchase Order Only" program. Under this program agencies merely issue a purchase order with leasing language (provided in attachment) included in the body of purchase order. No lease agreement is necessary. Leasing terms and conditions will be provided and reside in the contract between CDW•G and NJPA.

Additionally, CDW•G and National Cooperative Leasing will also offer member agencies the "FlexPlus" leasing plan. The FlexPlus plan offers agencies a Tax Exempt Municipal Lease plan along with a Technology Refresh Window whereby agencies can upgrade their equipment and walk away from their existing lease during the refresh window period. This plan provides a low monthly or annual cost along with the flexibility to return old technology for new technology.

5.43.1.1: National Cooperative Leasing will offer NJPA member agencies interest rates tied to the existing Libor Rate (Rate Index). The maximum rate to be charged will be Libor plus 7 percent for public agencies who qualify for tax exempt municipal financing. This is a ceiling rate. Rates can and will be lower depending on size of transaction, term

of transaction and risk associated with the transaction as determined by National Cooperative Leasing. Rates for Non-Profit (501 C 3) corporations may have a higher "risk adjusted" rate as determined by National Cooperative Leasing.

5.43.1.2: The index rate being adjusted is Libor.

5.43.1.3: The "Purchase Option" offered will depend upon the program being offered. Fair Market Value leases will contain a purchase option equal to the fair market value of the equipment at the termination of the lease. Tax Exempt Municipal Leases, FlexPlus leases and \$1 buy-out leases will have a purchase option of \$1 at the termination of the lease.

5.43.1.4: The available terms offered will be from 12 months to 84 months.

5.43.2: Lease Servicing Center, Inc. dba National Cooperative Leasing is the leasing provider offered. National Cooperative Leasing, headquartered in Alexandria, Minnesota, is an existing provider of NJPA and has had a Professional Services Agreement with NJPA since 2001.

5.43.2.1: Lease Servicing Center, Inc. dba National Cooperative Leasing
220 22nd Ave East
Suite 106
Alexandria, MN 56308

5.43.2.2: There is no ownership, common ownership, or control between CDW•G and National Cooperative Leasing.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

- a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?**

CDW•G doesn't operate a dealer network the way capital or heavy equipment companies do.

We will be the only party accepting P.O.s and all contract management functions will continue to be handled by Mark and his team. When any of our partners are involved, CDW•G manages the relationship and liability involved. We do ask customers to mutually agree to and sign Statements of Work for all service engagements through CDW•G. This is to ensure we keep Members apprised of the responsibilities, timelines, and progress of the project.

In instances where customers would like to integrate their e-Pro applications with our own, CDW•G will provide the integration assistance. However, the relationship the member has with their e-Pro application vendor is their own, any applicable vendor fees resulting from the integration will be the responsibility of the member.

There are a number of other instances where a member may have an agreement directly with a manufacturer or service partner. Examples include, but not limited to, software licensing agreements, lease agreements, and cloud agreements.

We'll incorporate leasing into our sales team trainings for the contract, so that sales can recognize opportunities where leasing would benefit the members and to be able to speak to the different lease options available.

4) Do you accept the P-card procurement and payment process?

We do accept this form of procurement and payment process. We also accept ghost cards as well.

WARRANTY

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

CDW•G offers the standard manufacturer's warranty on all of the products which we provide. We actively support members in connecting with the right contact for their warranty coverage and assist them to reach a solution if there is a dispute with the OEM over the warranty terms.

We also offer the following value added services to NJPA members.

- **CDW•G provided 30 day warranty.** CDW•G offers a complimentary 30 day warranty for most products we sell. Once the 30 days have expired, CDW•G's technical support or the NJPA member's dedicated Account Manager assist in requesting the manufacturer warranty service.
- **Certified technician support.** We provide toll-free, email, and on-line chat technical support on all hardware and operating systems for up to two years after purchase from CDW•G. Our technical support technicians are US based, located in Eatontown, New Jersey, responding to about 60 calls a day. All technicians are CompTIA certified; hold, at minimum, A+ and Network+ certifications; and have an average tenure of 13 years. These technicians are available Monday – Friday, 7:00 am – 7:30 pm CST. Their expert assistance results in an average resolution time of 30 minutes for computers, and about 45 minutes of servers and server operating systems. For insight into technical issues members can monitor the frequency and type of technical support requests via their CDW•G Account Center site.
- **Extensive engineering support.** We have over 1,060 service-dedicated coworkers nationwide, aiding in pre- and post-sale questions. They provide assistance to NJPA members by phone, and we also offer on-site support. These experienced and certificated engineers provide consultation with configurations and infrastructure shifts.

If standard warranty does not meet the needs of members, CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide the insurance of predictable costs and repair response times that a warranty agreement can provide. Included in our impressive portfolio:

- | | |
|------------------------------------|--------------------------------------|
| • Warranty extensions and upgrades | • Post-sale technical support |
| • Post warranty support | • Product and certification training |
| • Accidental damage protection | • Onsite repair |
| • Maintenance contract agreements | • Help desk services |

The variety of our portfolio allows us to offer effective problem diagnosis and resolution for every member need.

6) Do all warranties cover all products/equipment parts and labor?

The actual warranties will vary by manufacturer, but in general, they do cover all material and labor. We provide details on each warranty to the NJPA member at the time of quote to ensure members make an informed purchase. This information is also available at any time on cdwg.com.

7) Do warranties impose usage limit restrictions?

Warranty usage limits vary by manufacturer. We provide details on each warranty to the NJPA member at the time of quote to ensure members make an informed purchase.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Warranty coverage of travel time will vary by manufacturer. We provide details on each warranty to the NJPA member at the time of quote to ensure members make an informed purchase.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

Warranty limitations and special circumstances will vary by manufacturer. We provide details on each warranty to the NJPA member at the time of quote to ensure members make an informed purchase.

- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair? Warranty repairs are completed based on the warranty coverage. If the warranty was purchased through CDW•G, our Account Teams and Help Desk Coworkers can access warranty coverage information and get the member connected to the right person to assist.

EQUIPMENT/PRODUCT/SERVICES, PRICING, AND DELIVERY

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are truly technologically diverse, with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We don't purport to offer "the kitchen sink," because we believe that our partner vetting process weeds out risky vendors and products, ultimately helping our clients. Our offerings range from discrete hardware and software products and services to complex integrated solutions that include one or more of these elements. We believe our customers increasingly view technology purchases as integrated solutions rather than discrete product and service categories and we estimate that approximately 51% of our net sales in 2013 came from sales of product categories and services typically associated with solutions. Our hardware products include notebooks/mobile devices (including tablets), network communications, enterprise and data storage, video monitors, printers, desktop computers and servers.

Our software products include application suites, security, virtualization, operating systems, network management and Software as a Service ("SaaS") offerings. We also provide a full suite of value-added-services, which range from basic installation, warranty and repair services to custom configuration, data center and network implementation services, as well as managed services that include Infrastructure as a Service ("IaaS") offerings.

We also offer a variety of integrated solutions, such as:

- **Mobility:** We assist our customers with the selection, procurement, and integration of mobile security software, hardware devices such as smartphones, tablets and notebooks, and cellular wireless activation systems. We also provide mobile device management applications with policy and security management capabilities across a variety of mobile operating systems and platforms.
- **Security:** We assess our customers' security needs and provide them with threat prevention tools in order to protect their networks, servers and applications, such as anti-virus, anti-spam, content filtering, intrusion prevention, firewall and virtual private network services, and network access control. We also design and implement data loss prevention solutions, using data monitoring and encryption across a wide array of devices to ensure the security of customer information, personal employee information, and research and development data.
- **Data Center Optimization:** We help our customers evaluate their data centers for convergence and optimization opportunities. Our data center optimization solutions consist of server virtualization, physical server consolidation, data storage management and energy-efficient power and cooling systems.
- **Cloud Computing:** Cloud computing is a combination of software and computing delivered on demand as a service. We provide SaaS and IaaS solutions that reside in the public cloud, meaning any person or organization interested in porting applications and resources to an external "public" cloud system can do so. Likewise, we provide similar private cloud-based solutions to our customers that prefer to avoid running their infrastructure on a shared public platform but want to obtain the flexibility, scalability and access offered by cloud computing and collaboration.
- **Virtualization:** We design and implement server, storage and desktop virtualization solutions. Virtualization enables our customers to efficiently utilize hardware resources by running multiple, independent, virtual operating systems on a single computer and multiple virtual servers simultaneously on a single server. Virtualization also can separate a desktop environment and associated application software from the hardware device that is used to access it, and provides employees with remote desktop access. Our

specialists assist customers with the steps of implementing virtualization solutions, including evaluating network environments, deploying shared storage options and licensing platform software.

- Collaboration: We provide our customers with communication tools that allow employees to share knowledge, ideas and information among each other and with clients and partners effectively and quickly. Our collaboration solutions unite communications and applications via the integration of products that facilitate the use of multiple enterprise communication methods including email, instant messaging, presence, social media, voice, video, hardware, software, and services. We also host cloud-based collaboration solutions.

We provide value to our customers by simplifying the complexities of technology across design, selection, procurement, integration, and management. Our goal is to have our customers, regardless of their size, view us as an indispensable extension of their IT staffs. We seek to achieve this goal by providing our customers with superior service through our large and experienced sales force and service delivery teams. Our multi-brand offering approach enables us to identify the products or combination of products that best address each customer's specific organizational IT requirements and to evolve our offerings as new technologies develop.

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

Our proposed model is a discount off of our Nationally Advertised Price (NAP), just like the current contract model.

We think this model continues to be a competitive and advantageous price offer for NJPA Members. The dynamic price structure updates automatically as our advertised price updates to market conditions and benchmarking. This ensures that we aren't leaving additional savings on the table, as is the case when a customers have to wait for a contract to be manually updated. We conduct a quarterly analysis of our CDW•G advertised price compared to advertised pricing available from our competitors on a random market basket of over 20,000 products to ensure that we meet or beat the competition on average. This discipline means that a contract structure built from CDW•G advertised is inherently more competitive than one built from another reseller.

To further increase savings to Members, we propose our discounts that align to our own internal catalog categories. This helps us provide deeper discounts where we can, instead of blanketing our catalog with one, more conservative, discount. Our proposed discounts are communicated to our Sales Teams as a ceiling or "not to exceed" price. More often than not, our AMs are able to negotiate even further discounts for NJPA members.

For included Professional Services, we propose our 2014-2015 advertised rates. As with our catalog pricing, we will update these hourly rates as our advertised rates are updated.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

The discount amount varies by product category, the range is 0-13%. Our proposed pricing compared to the current contract offering provides further discounts in 78% of the categories, or an average additional 1.01% discount *per category*.

14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Due to the size of our catalog, we ask that NJPA refer to <http://www.cdwg.com/njpa100614> for proposed items SKUs. The price reflects the applicable proposed category discount for each product. We've included the proposed category discounts in the supplemental attachments.

The single most important factor in a price model for this contract is the reference point from which price is calculated.

Respondents, who propose discounts from MSRP, or a manufacturer's list price, are often not providing the best value for Members. Such MSRP lists are infrequently updated and completely irrelevant to market conditions. In an

ever changing market like IT, this can mean prices in the industry lower dramatically before your contract prices. To further complicate things, not all OEMs have price lists, which results in a limited catalog offer, or a vendor selecting a price list on their own.

The misleading point of price discounts from a MSRP list price is that proposed discounts can seem more aggressive at first glance, but when comparing at a line item level, a dynamic catalog offer (like CDW•G's) gets Members their technology for a lower cost.

There are two major factors in the discrepancy. 1) Resellers do not buy most products at a discount from list, as described above, we are opportunistic and buy based on market conditions and then apply a standard range mark-up to arrive at Advertised price. 2) Resellers are able to get far more advantageous pricing, due in large part to the quantity of product we source from manufacturers and/or distribution partners. Because of our many intimate OEM partnerships and our buying power, CDW•G's NAP is historically far lower than MSRP.

The chart we've included to the right display three products that have been compared using the MSRP vs. CDW•G NAP Models. These charts highlight the variance in the relationship between the two indices and the lack of savings which MSRP price models produce, as compared to that of a dynamic price list such as CDW•G NAP.

As you can see, the discounts we are proposing look lower than the 20% MSRP discount, but provide over \$314 more, or nearly double the savings at the line item level.

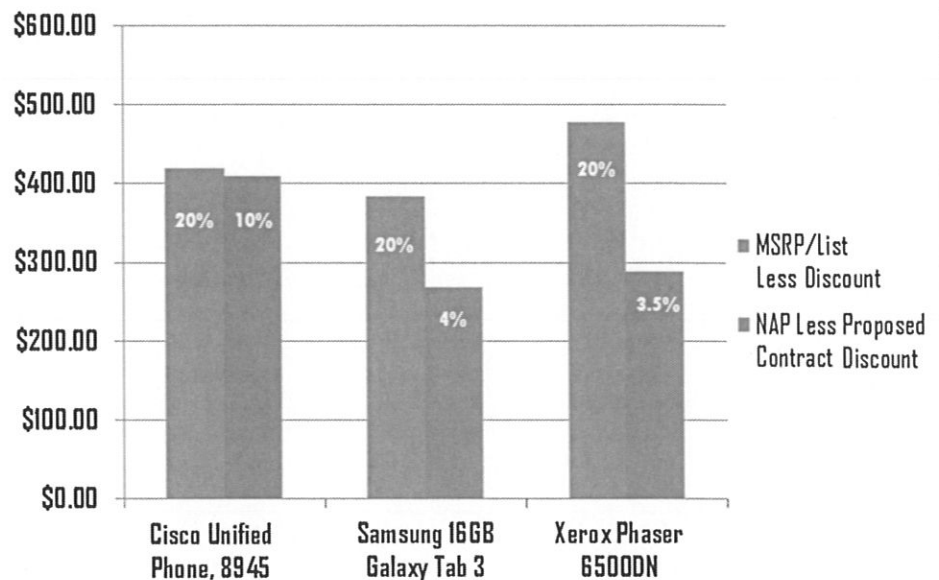


Figure 9: CDW•G's dynamic pricing model provides members the best value for their procurement dollar

The Xerox Phaser currently has an instant savings deals (until 10/31), which discounted the item \$200 more. We included this as an example because it demonstrates how we are able to incorporate further savings as they are available. This \$200 would not be recognized in an MSRP model.

As evidenced, selecting a partner like CDW•G that utilizes a dynamic price reference point allows for the extension of better pricing even with a lower discount number. Adding up all total discounts does not qualify savings unless NJPA is aware of where the prices originate. CDW•G's Nationally Advertised Price List, unlike an MSRP model, considers industry and buying trends and is automated. This benefits NJPA Members in many ways, including that price decreases are easily track-able and reportable by running a basic report. On the flip side, MSRP models require continuous monitoring and manual price adjustment entry for thousands of line items. With our model, we can simply query price changes, update the price index, and quickly and easily pass savings to NJPA members.

In summary, CDW•G's dynamic price model keeps NJPA's evaluation simple, and allows NJPA members to see more savings, faster. Even if a discount percentage is in the single digits (as noted in the CDW•G NAP Model above) it packs the offer with greater savings than that offered by the high discount, low realized savings MSRP model.

15) Propose a strategy, process, and specific method of facilitating “Sourced Equipment/Products and/or related Services” (AKA, “Open Market” items or “Non-Standard Options”).

Due to the routine partner reviews we perform, we rarely run into having to onboard new vendors or products. However, if a customer requests an item we, or our partners, do not carry, we'll follow the same set process we've described in response #45 in the Value Added section above. This defined process lowers our customers' exposure to the typical risks associated with such technology.

16) Describe your NJPA customer volume rebate programs, as applicable.

Under the contract, individual Members who purchase significantly larger amounts usually qualify for an additional discount on their purchase, nearly 65% of our prior four quarters of sales had adjustments for volume on at least one item on the order. We recommend Members work with their AM when expecting to make a large volume purchase. The Account Manager will work with manufacturer partners on behalf of his/her customer to achieve even greater than contract discounts. The discounts and effective savings are dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

We're currently working with our vendor partners to secure contract specific discount programs. For example, Microsoft is compiling an NJPA discount program for their tablet line, which includes the same tablets you are using in your evaluation of our response. We'll continue collaborating with our partners throughout the contract duration to leverage the buying power of members and ensure the contract is still providing the best overall value.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included “Pricing” submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Additional charges that may be applicable, which are not included in our submitted pricing include:

- Taxes – we will include applicable taxes as a separate itemized line on purchase orders of those customers for whom taxes apply
- CA Recycling Fee – California law requires us to fee certain products, such as monitors. Our systems are set up to have the fee tied to the applicable devices. This ensures the fee is automatically included, when required. Customers will see this fee included on their purchase orders as a separate line item from their devices.
- Late fees – Late fees will be charged in some instances of delayed payments past the agreed upon payment schedule. CDW•G collects the fee when resulting from a late payment to us. Our financing partners may have late fees as well; payments would be made directly to the financing company.
- Restocking fees – In certain instances we charge a restocking fee for returned items to offset a portion of these losses. For example, When CDW•G accepts a return on a BTO/CTO, our losses are significant- more than half the cost of the product is lost when we either b-stock or liquidate custom product. While these fees don't cover the loss of our returns, they help offset some of the deficit so we can continue to review out-of-policy returns for our customers.

While we believe this list includes all applicable costs, through the standard course of business there may be others that arise. In these instances, we will notify the customer prior to placing their order and will communicate to NJPA so that you can update the contract list as well.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Shipping and handling will be included, for shipments/packages less than 70 pounds. All orders are subject to our standard shipping policies in place at the time of order placement. For orders that are larger than 70 pounds or call for express or overnight delivery, CDW•G pre-pays shipping costs and added to the customer invoice.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school

district.

_____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

___X*___ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____ d. Other; please describe.

*Generally and in aggregate, the pricing to NJPA members is lower than that offered to other cooperatives or state purchasing departments.

20) Do you offer quantity or volume discounts?

___X___ YES _____ NO Outline guidelines and program.

We offer a number of special pricing programs. In fact, we have more than 500 special pricing programs through our internal pricing registration requestor (the Bid Desk), the CDW Outlet, and the CDW Deal of the Week. We've outlined our approach to contract volume discounts in Question #16, above. Because of the variety of pricing opportunities we have available, guidelines are detailed by our Account Managers to Members at the time of inquiry.

In addition to the pricing programs noted above, we're working with our manufacturer partners to develop pricing programs specific to the NJPA contract, like the HP and Xerox programs available on the current contract.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

We propose our standard return policy, which we've included in the supplemental materials.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

We provide these customers the same support we offer our customers in the continental US, there will be no differences in the programs. Even though the cost is greater to CDW•G for 2nd day air shipments, members will not be charged for these extra shipping charges. Palletization and large freight over 70 pounds are not included.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Our account managers review and approve all orders before they send them on for processing. This helps eliminate potential errors made by purchasers. For orders placed online, only customers that are NJPA members can submit an order using the NJPA contract. Members and non-member both have access to NJPA pricing at <http://www.cdwg.com/njpa100614> and can add items to their cart. However, once the purchaser selects "checkout" they are promoted to login to their Account Center. Once logged in, if the customer is not an NJPA member, they cannot proceed to checkout with NJPA contract pricing. This automated audit process helps ensure contract users are also NJPA members. We've included screenshot walkthrough of this process in the supplemental attachments.

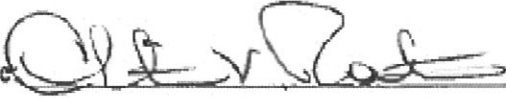
Mark and his team does a quarterly review of the NJPA sales report internally, before submitting to NJPA. Mark then works with Lindsey Meech to clarify any questions before he submits the administrative fee payment for processing. Once submitted, the payment request goes through about seven layers of review before it is approved and sent via ACH to NJPA. Mark and his team also conduct audits to review orders. These reviews make sure only members have access and are using the contract and to confirm contract pricing compliance.

INDUSTRY SPECIFIC ITEMS

24) If the Proposer is not a manufacturer, please describe your ability to provide letters of authorization to resell and/or provide services to support those products and services.

CDW•G is an authorized reseller for all items submitted in this offer. We can provide letters of authorization from both our OEMs and distribution partners, upon request. The 1,000+ manufacturer partners we boast are well established companies that we've negotiated additional benefits that we pass along to our customers. These benefits include incentives such as volume rebates, bid programs, price protection, and other programs. Through our distribution partners, we can provide nearly any available manufacturer. Our biggest manufacturer partners for the contract have provided letters of authorization to NJPA. In our supplementary documents, we include these and letters from our biggest distribution partners as proof of our abilities.

Signature



Date: 09.25.2014

Christina V. Rother, President CDW•G