

## Contract Summary Sheet

**Contract (PO) Number:** 29659

**Specification Number:** 105081

**Name of Contractor:** CDW GOVERNMENT, LLC

**City Department:** DEPT OF INNOVATION & TECHNOLOGY

**Title of Contract:** PROVISION OF SOFTWARE, APPLE PRODUCTS, PANASONIC RUGGEDIZED NOTEBOOKS, NETWORK EQUIPMENT, SERVERS, STORAGE SOLUTIONS , AND RELATED MAINTENANCE AND INSTALLATION SERVICES

**Term of Contract: Start Date:** 10/1/2014

**End Date:** 9/30/2017

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$33,100,000.00

**Brief Description of Work:** PROVISION OF SOFTWARE, APPLE PRODUCTS, PANASONIC RUGGEDIZED NOTEBOOKS, NETWORK EQUIPMENT, SERVERS, STORAGE SOLUTIONS , AND RELATED MAINTENANCE AND INSTALLATION SERVICES

**Procurement Services Contract Area:** PRO SERV CONSULTING \$250,000orABOVE

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number:** 1064105

**Submission Date:**

*Oct 15, 2014*

Spec. No. 105081  
P.O. No. 29659  
Vendor No. 1064105A

**AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO  
DEPARTMENT OF INFORMATION AND TECHNOLOGY**

**AND**

**CDW GOVERNMENT LLC**



PROVISION OF SOFTWARE, APPLE PRODUCTS, PANASONIC RUGGEDIZED  
NOTEBOOKS, NETWORK EQUIPMENT, SERVERS, AND STORAGE SOLUTIONS

**(Subject of Agreement)**

**RAHM EMANUEL  
MAYOR**

**PROFESSIONAL SERVICES AGREEMENT**  
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### **List of Exhibits**

- EXHIBIT 1 SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE
- EXHIBIT 2 SCHEDULE OF COMPENSATION
- EXHIBIT 3 SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT
- EXHIBIT 4 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
- EXHIBIT 5 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
- EXHIBIT 6 BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT 7 LIST OF KEY PERSONNEL
- EXHIBIT 8 PROTOCOLS FOR ORDERS, IT ORDER REQUESTS and SOWs
- EXHIBIT 9 CONTRACTOR PRODUCT RETURN POLICY
- EXHIBIT 10 TRAVEL GUIDELINES
- EXHIBIT 11 CITY DATA SECURITY POLICY

## AGREEMENT

This Agreement is entered into as of the 1st day of October, 2014 ("Effective Date") by and between CDW Government LLC, an Illinois limited liability company ("Contractor" or "CDWG"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Information and Technology ("City"), at Chicago, Illinois. The City and Contractor agree as follows:

### TERMS AND CONDITIONS

#### ARTICLE 1. DEFINITIONS

##### 1.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

**"Agreement"** means this Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Information Officer"** means the Chief Information Officer of the City and any representative duly authorized in writing to act on her behalf.

**"Chief Procurement Officer"** means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his or her behalf.

**"CSC"** means the distribution warehouse operated by CDWG in the greater Chicagoland area. For any particular Order, CDWG may be required by the terms of such Order to take delivery at such facility of Products ordered by the City and to perform at such facility various services described herein.

**"CDWG Catalog"** means the catalog published by CDWG, of general applicability to commercial customers of CDWG, containing item descriptions and prices of Products that CDWG routinely offers for sale.

**"Commissioner"** means the commissioner of the Department, and any representative authorized in writing to act on the Commissioner's behalf.

**"Department"** means the City Department of Information and Technology. The Department may also be referred to herein as DOIT.

**"Documentation"** means any and all operator's and user's manuals, training materials, guides commentary, listings, drawings, specifications and other materials for use in conjunction with the Software or Equipment. CDWG shall ensure, as applicable, the delivery to the City of a copy of the Documentation for each licensed user identified of the Software.

**"Equipment"** means those Products that are computer hardware, or other network or server equipment.

**"Order"** means an order issued under this Agreement for Products that are included in the CDWG Catalog. The protocols for Orders, including lists of persons authorized to make Orders, are included in Exhibit 8.

**"Product"** means the multi-manufacturer computer software, and including software as a service ("Saas"), Apple hardware, Panasonic ruggedized notebooks, multi-manufacturer network equipment, multi-manufacturer servers, and storage solutions generally described in Exhibit 1. Products may be those that (1) CDWG routinely offers for sale as part of its catalog, or (2) those that CDWG does not routinely offer for sale, i.e. those for which the City requests CDWG approach a manufacturer or licensor on behalf of the City. This Agreement does not include the sale to the City of desktop computer hardware or peripherals, except as expressly provided in this Agreement with respect to Apple or Panasonic hardware. For purposes of this Agreement, servers and storage solutions refer to hardware devices.

**"IT Order Request"** means a request for Products that are not included in the CDWG Catalog that may be issued by the City to CDWG subject to the terms of this Agreement. The protocols for IT Order Requests, including lists of persons authorized to initiate them, are included in Exhibit 8. In Exhibit 1 Scope of Services, "IT Order Request" shall mean the request for Products as described here, or "SOW Services", as defined below, depending upon whether the context refers to the purchase of products or services.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Sister Agencies"** means Cook County, Chicago Public Schools, Chicago Transit Authority, Chicago Housing Authority, Chicago Park District, Chicago Board of Education, City Colleges of Chicago, Chicago Board of Elections, Metropolitan Pier and Exposition Authority and the Municipal Courts.

**"Software"** means commonly used productivity software, specialized line of business software and software as a service (SaaS) and any related licenses or warranties issued by the manufacturer.

**"Statement of Work" or "SOW"** means a document drafted by Contractor and signed by both parties that sets forth the details of the SOW Services to be provided by Contractor for the City, and any additional terms applicable to such SOW Services. The protocols for entering into an SOW, including lists of persons authorized to initiate them, are included in Exhibit 8.

**"SOW Services"** means those Equipment installation, training or break-fix warranty services, as described in Section 1.6 of Exhibit 1 of this Agreement, and which are compensated pursuant to the rate card fees set forth in Exhibit 2. For clarification, break-fix warranty services are those services that are not covered under a manufacturer warranty or under a regular maintenance program purchased by the City. In Exhibit 1 Scope of Services, "IT Order Request" shall mean the request for Products as described in IT Order Request, defined above, or "SOW Services", as defined here, depending upon whether the context refers to the purchase of products or services.

**"Subcontractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subContractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

## **1.2 Interpretation**

(a) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.



(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

### **1.3 Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Business Associate Agreement
Exhibit 7	List of Key Personnel
Exhibit 8	Protocols for Orders, IT Order Requests and SOWs
Exhibit 9	Contractor Product Return Policy
Exhibit 10	Travel Guidelines
Exhibit 11	Data Security Policy

### **1.4 Order of Precedence**

In the event of a conflict or inconsistency between terms within the component parts of the Agreement, the following order of precedence shall govern:

- (1) Articles 1 through 11
- (2) Exhibits
- (3) SOW
- (4) Any CDWG documentation that is generally made available to the public or to similarly situated CDWG customers and that is incorporated by reference, either directly or indirectly, in this Agreement.

Further, any provision in any CDWG documentation that is incorporated by reference directly or indirectly in this Agreement with regard to which the City is prohibited by law from agreeing to or abiding by is deemed to be of no effect as applied to the City.

## **ARTICLE 2. GENERAL CONDITIONS**

### **2.1 General Purpose**

The terms of this Agreement will govern, and will establish the terms and conditions applicable to, the provision of the Services and Products under this Agreement. Under this Agreement, Contractor will sell to the City, as requested in Orders to be issued by the City, Products that appear in the CDWG Catalog, and will assist the City in its purchase of Products that do not appear in the CDWG Catalog, as requested by the City. Contractor understands and acknowledges that it does not have an exclusive right to sell Products to the City, and that the City accordingly may buy Products, during the term of this Agreement, from other sources. Exhibit 1 contains a more detailed Scope of Services, which covers, in addition to the obligations to sell Products to the City, such ancillary Services related to such sales, including, as requested by the City, services relating to tagging of Equipment, installation of Products, training and warranty maintenance services with respect to the Products. The description of Services in Exhibit 1 is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. This Agreement does not involve the purchase of hardware or peripherals except as expressly provided otherwise in this Agreement, with respect to certain Apple or Panasonic Equipment. For purposes of this Agreement, "computer hardware and peripherals" does not mean servers, network equipment, or storage solutions.

### **2.2 Intentionally deleted.**

### **2.3 Orders**

#### **A. CDWG Catalog Products**

Orders for Products Contained in the CDWG Catalog will be in the form of a written City of Chicago Blanket Release (also known as "purchase order release" or "sub-order" and may be referenced as "Orders" in this Agreement) that will be issued by the City and sent to the Contractor. Blanket Releases will indicate the specification number, Contract/purchase order number, product description, quantities ordered for each line item, unit cost based upon the CDWG Catalog, total cost, shipping address, delivery date, fund chargeable information, and other pertinent instructions regarding delivery. The Contractor must not honor any verbal orders or make deliveries without receipt of a written Blanket Release issued by the City. With the exception of the Department of Innovation and Technology, departments of the City may place orders under this Agreement only when the value of such order is less than \$50,000 and only when the items ordered have been pre-approved for such purchase by the Chief Information Officer, and Contractor must not honor orders from City departments (other than the Department of Innovation and Technology) that exceed these restrictions. For orders over \$50,000, departments of the City must obtain approval from the Chief Information Officer prior to placing order with Contractor.

Any items provided by Contractor without a signed Blanket Release are made at the Contractor's risk. Consequently, in the event a written Blanket Release is not provided by the City in accordance with the requirements set forth in this Agreement, the Contractor releases the City from any liability whatsoever to pay for any items provided without a signed Blanket Release. Any Blanket Releases modified by Contractor must be signed by the City prior to Contractor's fulfillment of the Order.

#### B. Non-CDWG Catalog Products

From time to time, the City may issue IT Order Requests to CDWG to assist the City in the purchase of Products that are not listed in the CDWG Catalog. The City will do so by issuing a written request from the Chief Information Officer to CDWG for such Products. Upon its written consent, CDWG may then undertake the Services, set forth in this Agreement, including in Exhibit 1, with respect to such Non-CDWG Catalog Products, which may involve, as requested by the City, advising the City regarding suitable Products for City's requirements, obtaining bids from authorized distributors of such products and advising the City on issues pertaining to pricing. If the City decides to purchase the Product, it will request CDWG to place the order on its behalf. If CDWG is able and agrees to provide such Product to the City, CDWG will include such Product in its catalog, subject to pricing requirements set forth in Exhibits 1 and 2, and the City may place orders for such Products pursuant to the process set forth in Section 2.3A. The City may also request that CDWG store such products in its storage facilities and deliver to the City as required by the City. In the Services pertaining to City's procurement of Products not included in the CDWG Catalog, CDWG shall owe a fiduciary duty to the City.

C. Additional Terms. The City reserves the right to procure any Product, including Products included in the CDWG Catalog, through an IT Order Request, if the City determines that it is in the best interests of the City to negotiate terms that are more protective of the City with respect to the Product identified in the IT Order Request.

D. SOW Services. The City may procure SOW Services from Contractor pursuant to an SOW, entered into by the parties in accordance with the procedures set forth in Exhibit 8 Protocols for Order and IT Order Requests. Contractor shall perform or cause to be performed the SOW Services for no more than the hourly rates set forth in Exhibit 2. Unless alternate SOW terms are expressly provided for in this Agreement, any terms and conditions in a SOW that conflict with, are inconsistent with, or shift the allocation of risk contemplated in this Agreement, are void and of no effect, unless accepted in writing as an amendment to this Agreement pursuant to Section 9.3 in this Agreement. If the SOW Services to be performed under an SOW are to be funded from a fund other than that identified by the number set forth in Section 4.3, the applicable fund number must be included in the SOW. For clarification, SOW Services with regard to which legal or business provisions of this Agreement are deficient, may be entered into only pursuant to Section 9.3 of this Agreement.

E. Protocols for Orders and IT Order Requests. Contractor agrees to accommodate and abide by the regulations related to ordering procedures, as may be promulgated by the Chief

Procurement Officer, from time to time. The procedures currently in effect are set forth in Exhibit 8 Protocols for Orders and IT Order Requests. Any volume discounts applicable to the City's procurement of the Products shall be calculated based upon the volume of the City's orders aggregated together with the orders of any Sister Agencies for the respective Products during the term of this Agreement.

### **2.3.1 Electronic Ordering and Invoices**

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

## **2.4 Delivery and Acceptance**

### **2.4.1 Delivery of CDWG Catalog Products**

Unless otherwise agreed to in an IT Order Request, Contractor must deliver CDWG Catalog Products in accordance with the following terms. Standard overnight delivery shall be provided at no charge to the City. Other expedited delivery options, including Priority Overnight, same day delivery, and Saturday delivery are available upon request, and additional charges may apply.

Order-to-delivery timeframe will as set forth in the Service Level requirements in Exhibit 1, Scope of Services. Contractor must deliver CDWG Catalog Products under the applicable shipping terms to the location specified in the Blanket Release, and must comply with any requirements pertaining to delivery set forth in Exhibit 1. All deliveries will be F.O.B. destination (City of Chicago).

### **2.4.2 Delivery of Non-CDWG Catalog Products**

Delivery of Non-CDWG Catalog Products will be made as agreed upon in an IT Order Request by the parties in accordance with Section 1.10 and 1.11 of Exhibit 1 Scope of Services.

### **2.4.3 Inspection and Defects and Returns**

The City will have the right to inspect any Products provided under this Agreement. Upon delivery of the Product, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects or non-conformance with specifications. This does not limit the City's right to conduct subsequent inspection of the Product delivered, including inspections conducted after the Product is installed. The City acknowledges that any opened or downloaded software will be subject to the warranty and return policies of the manufacturer, along with the return policy of CDWG.

If defects or omissions are discovered in the initial or subsequent inspections of Product, the City may exercise any or all of the remedies set forth in Exhibit 9 Contractor Product Return Policy, or set forth elsewhere in the Agreement, including Exhibit 1.

The City may return non-defective Products in accordance with the terms set forth in Exhibit 9 Contractor Product Return Policy.

Notwithstanding any terms in this Agreement, including within Exhibit 9, to the contrary, the City will not be subject to re-stocking charges for any reason under this Agreement.

Contractor shall be responsible for picking up from the City, at its expense, any defective Products, with regard to which the City had notified Contractor of the defect during the defective Product return period set out in Exhibit 9. Any terms regarding return of Products set forth in this Agreement, including in the exhibits, that are more advantageous to the City than those set forth in Contractor's return policy, attached as Exhibit 9, shall take precedence over the terms of such Return Policy.

### **2.4.4 Shipment Errors**

The Contractor will be responsible for any errors in shipments that are the fault of the Contractor. The Contractor must make arrangements with their common carrier or company personnel to pick-up, at Contractor's expense, any un-ordered Product, over-shipments of Product, or Product that otherwise does not comply with the applicable Order within forty-eight (48) hours after notification by the Department. Contractor must promptly supply any under-shipment of Products promptly after notification by the Department.

The City of Chicago will not be subject to restocking charges due to shipment errors. Repeated errors in shipments will be an event of default under this Agreement.

### **2.4.5 Acceptance**

Products provided under this Agreement will be deemed to be accepted by the City upon delivery. The parties may negotiate a longer period for acceptance in an IT Order Request or SOW. The Department may perform compliance testing as set forth in Exhibit 1.

### **2.5 Warranties**

(a) Software. CDWG warrants that with respect to Software, CDWG is an authorized distributor/reseller, that the Software is new and complies with the Documentation, and that the City will acquire the Software license and warranty rights established by the Software manufacturer. It is the City's intent to procure SaaS applications that conform with the City's Data Security Policy, as it may be modified by the City from time to time. Consequently, upon request from the City, CDWG will forward a copy of the City's Data Security Policy, as provided to CDWG by City at the time of such request by City, to any SaaS provider from which City has indicated an intent to procure SaaS Software, and CDWG will notify the SaaS provider to identify to City any aspects of the Data Security Policy that the SaaS provider is unable to meet.

(b) Equipment. CDWG warrants that with respect to all Equipment supplied under this Agreement, at a minimum and in addition to all warranties that may be implied by law, Equipment will be new and shall conform with the manufacturers' specifications, drawings and other Documentation for such Equipment, unless otherwise agreed to by the parties in an IT Order Request or SOW. Upon payment in full, all Equipment provided hereunder shall be free and clear of all liens and encumbrances, and clean title shall pass to the City upon the City's acceptance of the Equipment. CDWG further represents and warrants that it is an authorized distributor/reseller and that Equipment will carry all original product warranties, including manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and accessories.

(c) Products not included in CDWG Catalog. CDWG agrees to act as a fiduciary to the City with respect to Services in connection with the City's procurement of Products that are not included in the CDWG Catalog.

(d) SOW Services.

(i) Contractor must perform all SOW Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the SOW Services to be provided under this Agreement. Contractor acknowledges that it may be entrusted with or have access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its

Services.

(ii) The Contractor warrants that with respect to the SOW Services, SOW Services will conform with the functional requirements of the SOW. This performance warranty shall be limited in time to thirty (30) calendar days following completion of each portion of the SOW Service. CDWG will either reperform or issue a refund for, at the City's option, any defective portion of service. The parties may agree to a longer warranty period in an SOW. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

(e) Contractor must be appropriately licensed to perform the SOW Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. To the extent applicable, Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

(f) In the case of Third Party Services (meaning services where Contractor acts as a sales agent, for example, for extended warranty protection), the City will look to the third party and not Contractor for the performance of such services and any related warranty protection.

## **2.6 Deliverables**

In carrying out its Services, Contractor may be required to prepare or provide to the City various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City under this Agreement.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

## **2.6A City's Policies and Procedures**

Contractor covenants that it, the Contractor personnel, Subcontractors of Contractor and their respective employees, and all other agents and representatives of Contractor, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time and as provided to Contractor in writing) that reasonably pertain to Contractor in connection with Contractor's performance of SOW Services hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Contractor's proprietary information. Written copies of such policies and procedures shall be provided to Contractor by City upon request. Prior to performing SOW Services hereunder, each of the Contractor personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Contractor shall issue to each Contractor personnel appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanism shall be used only by the specific individuals to whom issued. Contractor shall provide each Contractor personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Contractor shall, from time to time, and promptly upon City's request, provide City with an undated list of those Contractor personnel who have the highest level of access to City's systems, software and data. Contractor shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Contractor with respect to its own similar systems and data. Contractor shall cooperate with City in ensuring Contractor's compliance with the policies and procedures described in this Section 2.6A, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Contractor personnel to City's information systems, networks, equipment, property and facilities.

## **2.7 Personnel**

### **(a) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.



(b) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.4(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace key personnel in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 7.

(c) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement as required by applicable law.

**2.8 Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the sale of Products and the provision of the other Services described herein, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), Sec. 2-92-420 *et seq* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises in accordance with the terms set forth in Exhibit 3.

**2.9 Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

**2.10 Indemnification and Limitation of Liability**

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all third party Losses, including those related to:

- (i) injury, death or damage of or to any person or tangible personal property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright) with respect to the Services, to the extent that the alleged violation relates to intellectual property originating from or created by Contractor and not a third party;

(iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor, provided that such failure of performance would constitute an event of default under the Agreement;

(iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

(f) NEITHER PARTY TO THIS AGREEMENT, INCLUDING ALL AFFILIATES, PERSONNEL, DIRECTORS, VENDORS, AND SUBCONTRACTORS SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR ANY OTHER INDIRECT DAMAGES. IN THE EVENT OF ANY DAMAGES UNDER THIS AGREEMENT, ALL SUCH DAMAGES SHALL BE LIMITED TO THE GREATER OF (i) \$1 MILLION, or (ii) AMOUNTS PAID BY THE CITY TO CONTRACTOR OVER THE PREVIOUS TWELVE (12) MONTH PERIOD. Notwithstanding any provision to the contrary contained elsewhere in this Agreement, the disclaimer of damages and limitations on monetary liability set forth in this Section 2.10(f) shall not apply in connection with: (i) Contractor's gross negligence or intentional or willful misconduct; (ii) third-party claims relating to Contractor's indemnification obligations under this Agreement, and (iii) claims for damages for bodily injury or death and damage to real or tangible personal property.

### **2.11 Ownership of Documents**

Except as provided below in this Section 2.11, all Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 2.12 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 2.7. Notwithstanding any terms to the contrary in this Section 2.11, Contractor shall retain ownership of its "Pre-Existing Work" (defined below), and the City is granted an irrevocable, non-transferable, royalty-free, perpetual license to use Pre-Existing Work in conjunction with the Services or Products.

### **2.12 Copyright Ownership**

(a) Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" to the extent that they are (a) uniquely prepared for the City; and (b) identified with the capitalized term "Deliverable" in an SOW ("Work for Hire Deliverables"), within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Sec. 101 *et seq*, and that the City will be the sole copyright owner of the Work For Hire Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Work For Hire Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals

for them, and other intangible, intellectual property embodied in or pertaining to the Work For Hire Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Work For Hire Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Work For Hire Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Work For Hire Deliverables. Contractor warrants that the Work For Hire Deliverables are complete, entire and comprehensive, and that the Work For Hire Deliverables constitute a work of original authorship. Contractor reserves the right to make work product similar to, or based on the Work For Hire Deliverables for other customers.

(b) "Pre-existing Work" shall mean the proprietary technology, processes, know-how or tools used by Contractor in the creation of Deliverables, including, but not limited to the systems, technology, website design, policies and procedures and data layouts . The City will not obtain any ownership interest in the Pre-existing Work. Contractor grants to City all rights necessary to access and use the Pre-existing Work such that the City may utilize and have the quiet enjoyment of the Services, Products and Deliverables that Consultant is obligated to provide pursuant to this Agreement. Additionally, to the extent any of the Deliverables include, in whole or in part, Pre-existing Work, the Contractor hereby grants the City, including City's agents, a perpetual, irrevocable, fully-paid up, non-exclusive license for the use of any such Pre-existing Work as part of the Deliverables, including the right to reproduce, display, make copies of and prepare derivative works based on the Pre-existing Work.

(c) With regard to Deliverables that are Products, ownership and licensing rights shall apply as set forth in the end user license agreement for each Product.

## **2.13 Records and Audits**

### **(a) Records**

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment

made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 10.

**(b) Audits**

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, products, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or

Services provided in the audited period, then Contractor must reimburse the City for the full, commercially reasonable cost of the audit.

Failure of Contractor to reimburse the City in accordance with the subsection above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys fees.

## **2.14 Confidentiality**

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement. Contractor agrees to abide by the terms of the City Data Security Policy, attached as Exhibit 11, as may be applicable to the performance of the Services, including SOW Services.

(b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Chief Information Officer.

(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Chief Information Officer and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If

Contractor fails to comply with the applicable provisions under the Act or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit 6.

## **2.15 Assignments and Subcontracts**

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement. For clarification, a change in ownership of publicly traded shares of the Contractor in an amount less than 7.5% shall not be deemed an assignment, delegation or transfer of Contractor's rights or obligations under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

(c) Contractor must ensure that all subcontractors with which Contractor has contracted for performance under this Agreement have agreed to provisions substantially similar to those contained in this agreement as applicable to the performance of services. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

(e) Under Sec. 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

(f) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

### **ARTICLE 3. DURATION OF AGREEMENT**

#### **3.1 Term of Performance**

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 4.4 or Article 8, for a period of three (3) years, as that date may be extended under Section 3.3.

#### **3.2 Timeliness of Performance**

(a) Contractor must provide the Services and Deliverables within the time limits required under any request for services pursuant to the provisions of Section 2.1 and Exhibit 1 or as set forth in any SOW.

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **3.3 Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two additional two-year periods, under the same terms and conditions as this original Agreement, by notice in writing to Contractor.

### **ARTICLE 4. COMPENSATION**

#### **4.1 Basis of Payment**

##### **A. CDWG Catalog Products**

For CDWG Catalog Products, Contractor must supply such Products for no more than the percentage discount/cost plus mark-up set forth in Exhibit 2.



B. Non-CDWG Catalog Products. Contractor shall provide the Products identified in the IT Order Request, for the lesser of the price (a) as described in Exhibit 2, as applicable to the manufacturer of the Non-CDWG Catalog Product, or (b) if the manufacturer of such Product is not included in Exhibit 2, then the price shall be as agreed upon in the IT Order Request, subject to any pricing limitations set out in this Agreement.

C. Facility. The City, in an Order or IT Order Request, may specify various Services to be performed at the CSC for the items covered in the Order or IT Order Request. Such eligible Services are listed in Exhibit 1, and the prices for such Services are contained in Exhibit 2. If the Contractor receives such an Order or IT Order Request, it must perform the Services described at the prices contained in Exhibit 2.

D. SOW Services. City will compensate Contractor based upon the rates set forth in Exhibit 2, as applicable. The rates shall remain fixed throughout the term of the Agreement. If provided for in an SOW, Contractor may be compensated for any travel in accordance with Exhibit 10 Travel Guidelines.

#### **4.2 Method of Payment**

Contractor must submit monthly invoices (in triplicate) to the City for labor and other direct costs as billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

#### **4.3 Funding**

The source of funds for payments under this Agreement are Fund numbers 014.0100.0062005.0446.220446. Payments under this Agreement must not exceed \$33,100,000.00 without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

#### **4.4 Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

#### **4.5 Taxes**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

#### **4.6 Subcontractor Payments**

The Contractor will be responsible for reporting payments to all Subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, e-mail and/or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each Subcontractor. The reporting of payments to all Subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an e-mail and/or fax notification requesting them to log onto the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at <https://chicago.mwdbe.com>.

#### **4.7 Contractor Credits**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, or to the extent such credits arise in connection with any service level agreements set forth in the Contract, such credits belong to the City and not any specific department of the City. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the City. Contractor must reflect any such credits on the next invoice issued to the City following the City's incurring the credit. The amount of any credits remaining after City has paid all invoices under this Agreement shall promptly be remitted to the City.

## **ARTICLE 5. DISPUTES**

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

## **ARTICLE 6. COMPLIANCE WITH ALL LAWS**

### **6.1 Compliance with All Laws Generally**

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") available online at the City of Chicago Department of Procurement Service's webpage. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Contractor agrees that Contractor's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

### **6.2 Nondiscrimination**

#### **(a) Contractor**

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, following the Effective Date, additional provisions related

to nondiscrimination may apply, upon agreement of the parties pursuant to Section 9.3.

**(i) Federal Requirements**

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

**(ii) State Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

**(iii) City Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

**(b) Subcontractors**

Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

### **6.3 Inspector General**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Legislative Inspector General or the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 or 2-56, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

### **6.4 MacBride Ordinance**

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

### **6.5 Business Relationships with Elected Officials**

Pursuant to Sec. 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any

City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Sec. 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

#### **6.6 Chicago "Living Wage" Ordinance**

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2014, the Base Wage is \$11.93 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required by applicable law for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. ~~To the extent applicable,~~ Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

## **6.7 Environmental Warranties and Representations**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's

violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

#### **6.8 Prohibition on Certain Contributions**

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.



Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

#### **6.9 Firms Owned or Operated by Individuals with Disabilities**

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

#### **6.10 Ineligibility to do Business with City**

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Chief Procurement Officer. Contractor agrees that Contractor's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

#### **6.11 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in

this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

#### **6.12 Currency of Disclosures**

The Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago, requiring contractors to keep all required disclosures current.

#### **6.13 Duty to Report Corrupt or Unlawful Activity**

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

### **ARTICLE 7. SPECIAL CONDITIONS**

#### **7.1 Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Sec. 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.2 and 8.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

## **7.2 Ethics**

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code, to the extent applicable. Contractor acknowledges that any Agreement entered into, negotiated or performed

in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code, is voidable as to the City.

### **7.3 Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

### **7.4 Business Documents**

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

### **7.5 Conflicts of Interest**

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 7.5 as "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint

venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

#### **7.6 Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

#### **7.7 EDS / Certification Regarding Suspension and Debarment**

Contractor certifies, as further evidenced in the EDS available on the City of Chicago Department of Procurement Services webpage, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

### **ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

#### **8.1 Events of Default Defined**

The following constitute events of default, with regard to which Contractor shall be offered a cure period in accordance with Section 8.2:

- (a) Any material misrepresentation made by Contractor to the City.
- (b) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
  - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
  - (iii) Failure to timely perform the Services;
  - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
  - (vi) Discontinuance of the Services for reasons within Contractor's reasonable control;
  - (vii) Failure to comply with Section 6.1 in the performance of the Agreement;
  - (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;
  - (ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and
  - (x) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Contractor as a consequence of which the City is legally prohibited from being a party to a contract agreement with that entity. Contractor shall be obligated to notify the Chief Procurement Officer, promptly, of a change in ownership over 7.5%.
- (d) Contractor's default under any other agreement it may presently have or may

enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

## **8.2 Remedies**

(a) **Notices.** The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer shall give Contractor an opportunity to cure the default within a certain period of time, which period of time must not be less than 30 days, and which period of time may be extended by the Chief Procurement Officer, in her sole discretion. However, the Chief Procurement Officer shall not be obligated to give Contractor an opportunity to cure with respect to those Events of Default that are incapable of cure. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

Subject to the preceding paragraph, the Chief Procurement Officer will give Contractor written notice of the default, first by providing a cure notice ("**Cure Notice**"), and if the default was not cured within thirty days or a longer period agreed to by the parties, or, if no opportunity to cure will be granted, default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, which she may do either as to all or any portion of the Services, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, such notice shall specify whether the termination is for a portion or all of the Services, and Contractor must discontinue the Services specified in such notice, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) **Exercise of Remedies.** After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 8.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right to seek specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's unearned compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) **City's Reservation of Rights.** If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) **Non-Exclusivity of Remedies.** The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **8.3 Early Termination**

(a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a thirty day notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.



(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

#### **8.4 Suspension**

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

#### **8.5 Right to Offset**

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under Sec. 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

## **ARTICLE 9. GENERAL CONDITIONS**

### **9.1 Entire Agreement**

#### **(a) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

#### **(b) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the

meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**(c) No Omissions**

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**9.2 Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**9.3 Amendments**

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

**9.4 Governing Law and Jurisdiction**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

#### **9.5 Severability**

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

#### **9.6 Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

#### **9.7 Cooperation**

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

#### **9.8 Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

## **9.9 Independent Contractor**

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c)(i) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or

otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight or the Shakman Monitor's Office related to the contract.

#### **9.10 Participation by Other Local Government Agencies**

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City's Chief Procurement Officer, and if such purchases have no net adverse effect on the City, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), Cook County and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

#### **ARTICLE 10. NOTICES**

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

Department of Innovation and Technology  
Suite 2700, Daley Plaza  
50 W. Washington St.  
Chicago, Illinois 60602  
Attention: Chief Information Officer

and

Department of Procurement Services  
Room 806, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Procurement Officer

With Copies to:

Department of Law  
Room 600, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If to Contractor:

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

With Copies to:

Director, Program Sales  
CDW Government LLC  
2 Corporate Dr, Ste 800  
Shelton, CT 06484

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

#### **ARTICLE 11. AUTHORITY**

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

*[Signature Pages, Exhibits and Schedules follow ]*

Contract No. 29659  
Specification No 105081  
Vendor Name CDW Government LLC  
Total Amount (Value) \$33,100,000 00  
Fund Chargeable 014 0100.0062005 0446 220446

**CDW Government LLC.**

(Contractor)

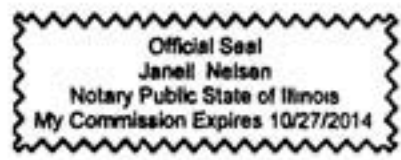
By: Christina V. Rother  
Its: President, CDW Government LLC, Christina Rother

Attest [Signature]

State of Illinois  
County of Waukegan

This instrument was acknowledged before me on this 22 day of Sept, 2014 by  
Christine V. Rother as President (or other authorized officer) and  
Mary Jo George as Secretary of CDW Government (Corporation Name).  
Asst. LLC

(Seal)  
Janel Nelson  
Notary Public Signature  
Commission Expires 10/27/2014



CITY OF CHICAGO  
Rahm Emanuel 9/30/14

Mayor Date  
[Signature] 9/26/14

Comptroller Date  
[Signature] SEP 26 2014

Chief Procurement Officer Date  
[Signature]

[Handwritten mark]



## CDW GOVERNMENT LLC

That the undersigned, Mary Jo Georgen, being the Assistant Secretary of CDW Government LLC an Illinois limited liability company (the "Company"), does hereby certify as follows:

1. That Christina V. Rother is duly elected as President and to the Board of Manager(s) ("Manager(s)") of the Company;
2. That in her capacity as President, Ms. Rother has the authority to act in accordance with Article III, Sections 5 of the Amended and Restated By-Laws of the Company, which is set forth below in its entirety, and which has not been modified, amended or superseded to negate the below, and shall remain in full force and effect as of the date hereof:

### **Section 5. President.**


The president shall be the Corporation's general manager and chief executive officer and shall, subject to the control of the board of directors, have general supervision, direction and control of the business, affairs and officers of the Corporation. Unless otherwise determined by the board of directors, the president shall preside as chairman at all meetings of shareholders, the board of directors and any committees of which the president is a member. The president shall have the general powers and duties of management usually vested in the office of president of a corporation; shall have any other powers and duties that are prescribed by the board of directors or the by-laws; and shall be primarily responsible for carrying out all orders and resolutions of the board of directors.

3. A true and accurate copy of the Amended and Restated By-Laws of the Company, are attached hereto.

IN WITNESS WHEREOF, I have executed on the date stated below.

Dated as of September 22, 2014

CDW GOVERNMENT LLC



---

Mary Jo Georgen,  
Assistant Secretary

EXHIBIT 1  
SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

## Exhibit 1

### Scope of work

#### (CDWG)

Vendor must be an original equipment manufacturer or authorized re-seller with respect to the provision of hardware and network equipment, and licensor or authorized software distributor with respect to the provision of software. Vendor shall provide an Online ordering system and the following software, equipment, and services ("Contract Items"):

1. Multi-manufacturer software, including software as a service (SaaS),
2. Apple Equipment;
3. Panasonic ruggedized notebooks,
4. Multi-manufacturer servers & storage;
5. Multi-manufacturer network equipment;
6. Support, maintenance and warranty services for the above mentioned items;
7. Proactive monitoring of the Customer; and
8. Value added services and solutions.

For the purposes of this Scope of Work:

"Authorized Approver" means individual determined by Customer to have Authority to Approve or Decline changes to contract scope. Authorized Approver means the City of Chicago CIO/CPO, the Cook County CIO/CPO and any other specific names provided in writing pursuant to the Notice provisions in this Agreement.

"Customer" means the City of Chicago, Cook County, and any sister agencies that may participate in the contract. Cook County includes the offices under the President, as well as offices of separately elected County officials, including the Forest Preserve District.

"Day" means calendar day, unless otherwise specified

"Hour" means clock hour, unless otherwise specified.

"Manufacturer Authorized Repair Representative" means any person authorized by the Manufacturer or Distributor of the product to provide Manufacturer's Warranty Services.

While the County intends to procure certain Contract Items from the Vendor, it is not required to do so and reserves the right to procure any and all Contract Items from a source other than the Vendor.

### 1.1 Online System

The vendor will provide the Customer a robust online system customized for each entity which should at minimum allow authorized employees to:

- 1.1.1 Search and order products from a predefined (approved) list of products and prices; items will be included in the predefined list of products only with the approval from the Commissioner of the Department of Innovation and Technology.
- 1.1.2 Access the most up-to-date standard discounts for contract items;
- 1.1.3 Present cost information including the discount amount and percentage markup resulting from the contract agreement;
- 1.1.4 At the Customer's option, the Customer may utilize the online system to track additional information about Customer's purchases. The Customer may enter the following information at the point of order for each order. Each of the following items will be a separate entry/cell within a web form and will be reviewed for accuracy via the Purchase Authorization System. This information may be aggregated into ad hoc reports:
  - a) Annual maintenance renewal terms,
  - b) Dates, license inventory (in use and on the shelf),
  - c) Upcoming license renewals, and
  - d) The ability to obtain and track warranty services and related costs
- 1.1.5 Obtain real-time true-up reports for products and services, specifically,
  - a) The ability to track the number, manufacturer, description and departments of purchased software licenses,
  - b) Number of licenses purchased (by manufacturer, product name, and cost),
  - c) The ability to obtain the number, manufacturers, descriptions and departments of have ordered products,
  - d) The ability to obtain and track warranty services and related cost
- 1.1.6 Prevent purchases of unauthorized products by seeking approval for linking new accounts to the Customer master accounts; the Customer understands that Vendor cannot prevent purchasers from creating their own accounts and placing orders using procurement cards. Prevent unauthorized users from placing orders for certain categories of products, or from placing orders over a certain predefined dollar amount
- 1.1.7 Prevent unauthorized users from placing orders by seeking approval for linking new accounts to the Customer master accounts; the Customer understands that Vendor cannot prevent purchasers from creating their own accounts and placing orders using procurement cards.
- 1.1.8 Automatically alert key stakeholders when unauthorized purchases have been attempted, or set parameters have been violated;
- 1.1.9 Track approvals and justifications for unauthorized purchases;
- 1.1.10 Allow designated Customer personnel to be assigned as system administrators to manage and monitor fixed contract pricing and catalog pricing that may result from this proposal;
- 1.1.11 Access electronic versions of technical reference manuals, and other key documentation, on or before the required delivery date for all computer hardware, software, peripherals, and components;
- 1.1.12 Ability to track performance indicators for the purpose of project oversight;
- 1.1.13 Ability to conduct price and product side-by-side comparisons, including pricing for Customer;
- 1.1.14 Ability to route purchases thru a multi-level workflow and approval;

- 1.1.15 Ability to provide real time transparency into Customer's purchasing practices;
- 1.1.16 Ability to allow designated Customer users to generate standard and ad-hoc reports and searches,
- 1.1.17 Leverage live chat for sales and support. In order to access specific Vendor Account Managers via online chat, Customer will use Microsoft Communicator or some other agreed upon third party communication software;
- 1.1.18 Supplement online system services with direct telephone customer support

Customer is currently defining the requirements for its upcoming e-procurement systems and said systems are scheduled to go live within the life of this contract. Vendor will integrate with standard Customer e-procurement systems when requested and available, at no additional costs. Vendor will adhere to the following requirements when integrating with Customer e-procurement systems:

- Vendor has a punchout-enabled e-commerce site with a current catalog of items and current prices. Or, if vendor does not have a punchout site, vendor must complete a spreadsheet upon request of catalog items and details, such as part number, description, NIGP code at the category level, manufacturer, price, unit of measure, and an image of each catalog item.
  - If vendor does not have a punchout site and is issued a free e-commerce site, vendor must maintain updated list of catalog items and prices.
  - Vendor must provide names of contacts to be used as resources for loading catalog or punchout data into e-procurement site. If over the course of the contract the e-Procurement resources change, Vendor will provide the new names in writing pursuant to the Notice provisions within this Agreement. Resources must be prepared to map standard XML order file data to their order system and test integrity of transactions before going to production.
  - Vendor must be prepared to have their catalog in production in e-procurement site within 60 days of notification by Customer that the e-Procurement site.
- 1.1.19 Vendor must adhere to the following when adding a Manufacturer's Product(s) to the online system:
- a) The Customer may add products to the online system as described in this contract
  - b) Each Vendor may add additional manufacturer products or product families throughout the life of the Master Contract. To add a manufacturer product or product family, an Amendment to this Agreement is not necessary. Instead to do so, a Vendor must make a formal, written proposal and allow Authorized Approver to review and authorize the proposed additions. The proposed additions will be in accordance with the pricing structures described in Section 1.19.2 of this Scope of Work. Authorized Approver will then be alerted via email to further assess and confirm (or reject) the approved recommendations. The

Customer reserves the right to exclude products from a product line or product family and to remove items from the online system, upon notice to Vendor. .

- c) Approve requests will be added to the online system for Customer users to view only after Authorized Approver has approved the new items. The Vendor is expected to post online all product authorizations, certifications and appropriate documentation.
- d) Any Computer Hardware/Software, Peripherals, and Related Maintenance and Installation Services provided by the Vendor, without proper approval is entirely at the Vendor's risk. In the event that such approval is not obtained from the Authorized Approver, the Customer is not liable to pay for any Computer Hardware/Software, Peripherals, and/or related services provided prior to the Vendor's receipt of the proper approval by the Authorized Approver. Proper approval, as that term is used in this subsection (d) means the Customer's issuance of a purchase order in accordance with Section 2.3.2

#### 1.1.20 Contract Launch

Upon Contract award, Vendor will create a summary of the terms and conditions of this agreement. This information will be placed on the Vendor's online system for use by Customer buyers. This summary includes information such as:

- a) Basic contract overview
- b) Eligible customers
- c) Products and pricing
- d) Any special instructions such as Terms and Conditions, FOB, etc.

## 1.2 Sister Agency Specific Requirements

Sister Agencies may have unique tracking and/or e-procurement systems. Vendor will work with these Agencies and their related systems. Vendor will integrate with Sister Agency Business to Business web portal (the **B2B Portal**). The Board reviews and approves all descriptions of standard computer configurations bundles through the B2B Portal. The B2B Portal works on all well-known browsers and across Windows & Macintosh computers. This B2B Portal captures at minimum, but will not be limited to the following features:

- A. Board-approved desktop and laptop models with purchase and leasing information;
- B. Shipping information on purchased and leased computers;
- C. Warranty information on purchased and leased computers;
- D. Run reports based on serial numbers or school unit numbers that will show history for assets at that Site. For example, purchase date, lease date, shipping date, Purchase Order number, ordering unit number, etc.;
- E. Employee Purchase Program Model and price list;
- F. Links to support and troubleshooting information for the Board-specific models;
- G. Configure and submit orders online via the iProcurement system;
- H. Pricing breakdown for individual SKUs

**Note that** the Board uses National Institute of Governmental Purchasing (NIGP) codes as a coding structure at the category level to identify the shopping categories. This is similar to UNSPSC codes available in the private industries. Suppliers should have the ability to map NIGP commodity codes to each of their items and pass this information via an order response in the electronic catalog system (also called a punch-out system). The detailed list of codes that are applicable for your product lines will be provided by the Board's Procurement team prior to the B2B integration. For more information on NIGP codes, please refer to [http //www.nigp.org](http://www.nigp.org)

### **1.3 Multi-manufacturer software, including software as a service (SaaS)**

Vendor must provide upon request license and maintenance agreements for commonly used productivity software, specialized lines of business software, and software as a service (SaaS)

Vendor is required to act as certified provider for standard software and SaaS solutions with the following general requirements:

- 1.3.1 Vendor must be able to extend Customer specified pre-negotiated pricing from Manufacturer(s) for enterprise software or SaaS subscriptions, including information database subscriptions and special software services/subscriptions;
- 1.3.2 Customer may require the Vendor to provide alternate types of licenses, thus Customer requires the Vendor to provide flexibility and ability to purchase specialized software;
- 1.3.3 Any software that is not available in the Vendor's catalog will be procured through the process outlined in this contract and in the "Adding a Manufacturer's Product" section (1.1.19) of this scope with Vendor consent;
- 1.3.4 Vendor must act as a reseller for the various listed and unlisted software manufacturers, with Vendor consent, including Software as a Service (SaaS), to facilitate the sale of perpetual and non-perpetual software licenses to Customer,
- 1.3.5 Customer may purchase maintenance with a new license or separately for existing licensing;
- 1.3.6 SaaS may be hosted by the software manufacturer or hosted by a third party. Should particular software be available with multiple hosting options, Vendor will obtain quotes from multiple hosting firms and assist Customer with finding the hosting firms that provide the best combination of price and required service level.
- 1.3.7 SaaS Standard Service Levels should be validated at the time Customer requests quotes;
- 1.3.8 [Omitted]
- 1.3.9 Where a separate license agreement is required by the manufacturer or reseller, the Authorized Approvers must approve the terms of said license agreement prior to signature
- 1.3.10 Vendor will become upon consent an authorized reseller for manufacturers of software currently used by Customer. See the Pricing proposal for details.
- 1.3.11 Customer may request the vendor to search the marketplace to find and quote software providing specific functionality.

### **1.4 Hardware**

Vendor will provide OEM equipment including the following types of hardware:

- 1.4.1 Apple
- 1.4.2 Panasonic ruggedized notebooks
- 1.4.3 Servers & associated hardware
- 1.4.4 Storage units & associated hardware & operating software

The specifications and configurations identified in Exhibit 2 (Schedule of Compensation) are not-all inclusive of what Customer may need in the future and Vendor may be asked to quote others as required by Customer, including specifications and configurations that address security and encryption.

Vendor agrees that it shall, at no additional costs to Customer, maintain these minimum configurations, providing periodic refreshes through its online catalog. During quarterly business reviews, Vendor will draw attention to major new releases and changes to the configurations most frequently purchased under this Contract.

## **1.5 Multi-manufacturer Network Equipment**

Vendor shall provide OEM equipment and associated maintenance agreements for the following network communications equipment manufacturers:

- 1 Cisco
- 2 Juniper
- 3 FS Big-IP

This equipment must also include associated hardware and operating system software that is manufacturer installed or manufacturer required.

The Vendor will provide specified discounts by manufacturer for items frequently purchased by Customer.

## **1.6 Maintenance and Installation Services**

At the option of the Customer and at the prices set forth in this Agreement, Vendor shall provide maintenance and support services related to warrantied products purchased through this contract

At the option of the Customer and at no additional cost, Vendor may be required to provide a process to seamlessly integrate with the Customer's Help Desk. If Customer decides in the future to change Help Desk provider(s), the Vendor(s) is expected to promptly engage in a transition process to ensure that services remain unaltered.

Customer requires that at minimum the Vendor provides the services outlined in below

### **1.6.1 Installation and Training Services**



- 1.6.1.1 Vendor must carefully plan with Customer to prevent interruptions to day-to-day operations during product deployment, upgrades or patches.
- 1.6.1.2 Installation services will be defined at the IT Order Request level. Installation services, the rates of which will not exceed the rates listed in Exhibit 2, may include, but are not limited to:
- a) The installation of the hardware with the configuration necessary to ensure that the hardware operates properly in the Requesting Department's environment;
  - b) The installation of equipment that requires product specific technical expertise, especially for integration involving complex network systems or new technologies. These services typically include, network and traffic engineering, capacity planning, configuration and customization of the equipment,
  - c) The preloading of Customer's software.
- 1.6.1.3 At Customer's request, Vendor will provide courteous and professional installers trained to complete the Customer-required installation process in a timely manner. Any potential issues or delays encountered with installation activities will be immediately escalated to the appropriate technology department representative or Vendor's Account Manager.
- 1.6.1.4 At the Customer's request and where Vendor performs installation services, the Vendor will be required to use the appropriate Customer's electronic tracking/e-procurement systems, if any, including but not limited to, Board's Service Center (currently HP Service manager) and I-Procurement as required to support the complete lifecycle of assets. Such electronic tracking systems will be used for tracking installation, maintenance (warranty, non-warranty repairs, service calls and product recalls) and decommissioning (disposals or recycling). **Note that the Board has existing Field Support Services ("FSS") vendors and the Vendor performing work for the Board may be required to subcontract installation services to these FSS vendors with Vendor's consent. Vendor is only responsible for recording information about installation services it has performed or sold to into these systems. Customer will be responsible for recording its own information regarding maintenance (warranty, non-warranty repairs, service calls and product recalls) and decommissioning (disposals or recycling).**
- 1.6.1.5 The vendor(s) will be required to work with the unique installation processes for Customer, which will be provided in writing in advance.
- 1.6.1.6 Training services, which will be provided at rates not to exceed those listed in Exhibit 2, will be defined at the time of the PO release. These services may include but are not limited to:
- A. On-site training related to the deployment of new equipment and related software;
  - B. Computer-based training that includes software that provides interactive, self-paced training at your desktop, workstation, or laptop computer, and;
  - C. Web-based training that provides courses or classes that are accessible via an internal Intranet or the Internet;
  - D. Training should be related to the hardware and/or software for which Customer owns licenses

## 1.6.2 Warranty

- 1.6.2.1 Only Manufacturer Authorized Repair Representatives authorized by the Manufacturer or Distributor of the product may provide Manufacturer's Warranty Services. Manufacturer's Warranty Service may include, but is not limited to:
- A. Electronic media and consulting services, upgrades and enhancements for technology advancements, improved functionality, and compatibility with new industry standards;
  - B. Direct access to experienced consultants of the product;
  - C. Flexible service options including telephone, web, instant messaging, or e-mail support,
  - D. Timely problem resolution of reported discrepancies;
  - E. Remote technical support;
  - F. Online self-help functions;
  - G. Onsite warranty.
- 1.6.2.2 Customer recognizes that Vendor is not a manufacturer. Vendor's manufacturer partners will provide a proven automated tracking and reporting systems to record warranty/service calls. These systems should allow Customer to request service calls through a web interface and query the system at any time to obtain the detailed reports on the status of warranty/service calls;
- 1.6.2.3 Manufacturers are expected to put forth and exhaust all efforts to resolve any issues, and resolve all repair requests by next business day. If it is not possible to resolve the issue on the next business day arrival date, and upon notification, Vendor will work with Manufacturers, within twenty four (24) hours, to provide a replacement product that meets or exceeds the specifications of the current Customer product;
- 1.6.2.4 [Omitted.]
- 1.6.2.5 Upon Customer request, Vendor shall at minimum provide, at no additional cost to Customer, dedicated Tier 2 (tier 1 is provided by the City's help desk) technical telephone support service available from 7 a.m to 7 p.m central standard time. This service shall be provided during the entire award term and include a local 800 number
- 1.6.2.6 Customer recognizes that Vendor is not a manufacturer. Manufacturers may provide on-site maintenance, depot repair services, remote patches and other repair services in cases where phone support cannot solve the problem.
- 1.6.2.7 The warranty periods are determined by manufacturers, and by most manufacturers' policies, the warranties begin upon invoice. Customer will have the option of leveraging Vendor's 30-day return policy if during the potential thirty days of testing, it determines that the product is not acceptable. Vendor shall allow returns of such equipment within 30 days and without cost or fee, regardless of whether such product was defective or not. Customer may negotiate alternative return policies with Vendor for larger orders

- 1.6.2.8 Vendor shall at minimum provide the Manufacturer's standard warranty with their response to an IT Order Request for all products (hardware, software, network equipment and other peripherals);
- 1.6.2.9 Vendor shall be responsible for coordinating warranty issues;
- 1.6.2.10 [Omitted.]
- 1.6.2.11 Onsite warranty means the Manufacturer Authorized Repair Representative will either remotely access or visit, if necessary, the facility where the warranty service is required at no additional cost to the Customer during the manufacturer's warranty period;
- 1.6.2.12 The Customer has the discretion of dealing directly with the Manufacturer on any Warranty issue;
- 1.6.2.13 To insure compliance with the requirements and specifications of this contract, Customer may perform tests within thirty (30) days of receipt of:
- a) The notice of completion of installation from the vendor, or
  - b) The delivery of products supplied without installation; and
  - c) Prior to payment for each item installed or delivered.
- Customer will use Vendor's 30-day return policy to return products that are found unacceptable within thirty (30) days of receipt. Vendor shall allow returns of such equipment within 30 days and without cost or fee, regardless of whether such product was defective or not.
- 1.6.2.14 The Vendor shall describe the warranty for software purchased from Vendor upon Customer request;
- 1.6.2.15 If the products were provided under the Installation Terms, the Vendor is responsible for the installation of the replacement equipment at no additional cost to the Customer;
- 1.6.2.16 If a single Product experiences a verifiable Product Hardware Failure four (4) or more times within a twelve (12) month period during the Product warranty period, Vendor shall contact OEM on Customer's behalf to request a replacement of the Product with a new unit, or if the specific Product is unavailable, with a similar Product of equal or greater functionality. The replacement unit must be certified by Customer or meet platform image stability requirements defined by Customer,
- 1.6.2.17 All defective items must be replaced at no additional cost or fee to Customer; the City need not return defective items to the Vendor before Vendor ships the replacement item. Instead, the Vendor shall ship a replacement of a defective item immediately upon receiving notice of the defect. Should Customer choose the option of advanced order replacement, Customer will be charged for the replacement item and will be refunded the cost of the defective item upon Vendor's receipt of the defective item.
- 1.6.2.18 If the products were provided without installation, the Vendor, at its option and at no additional cost to Customer, may provide on-site service or next-day drop ship replacements for Customer to install;
- 1.6.2.19 Where there is a conflict between this Agreement and the Vendor's return policy, this Agreement shall govern.

### 1.6.3 Manufacturer's Extended Warranty

Upon Customer request, Vendor will provide quotes for extended warranty services for products offered through the contract. The extended warranty must meet the minimum standard support described under the standard warranty section above

### 1.6.4 Maintenance and Installation Service Level Requirements

Customer recognizes that Vendor is not a manufacturer and that manufacturers will be responsible for performing warranty services.

Upon Customer request, the Vendor is required to process warranty service requests through the existing Customer help desk system. Should such request be made, the Customer's help desk will log and refer the request to the vendor.

#### Quantitative Service Level Requirements

Vendor will provide Quarterly Reporting, as specified in Provision 1.7.11, on its performance toward the following Service Requirement. Failure to provide such reporting is deemed a service level violation. In the event that Vendor fails to meet the service level requirement outlined below, it will investigate the root cause to determine if any trends exist. If any trends exist, it will create a corrective plan of action. The Customer will be presented with data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action.

SERVICE REQUIREMENT	SERVICE LEVEL	CREDITS
Time from In Stock Order to Shipment	Within ten (10) days 90% of the time unless otherwise specified by Customer timeframe requirements.	If Vendor misses this Requirement, it will issue credits to the affected Customer(s) in the amount of 1% of the total contract revenue on the in stock orders that exceeded ten (10) days from order to shipment.
Shipment Errors, i.e., incorrectly delivered or wrong product shipped (Return rates exceeding 3% will trigger an investigation this service level measure.)	<2% of the number of total orders received are shipped to the incorrect location or shipped to the correct location but with the incorrect product.	If Vendor misses this Requirement, Vendor will issue credits to the affected Customer(s) in the amount of 1% of the total contract revenue on the orders which were delivered to the incorrect location or where Vendor shipped the incorrect product, as a result of Vendor error.

#### Qualitative Service Level Requirements

Evidence of Vendor's performance toward the following Service Requirements will be quarterly return rates and feedback provided within Customer Surveys. Vendor will present such feedback within Quarterly Business Reviews with Customer. In the event that Vendor fails to meet the service level requirements outlined below, it will investigate the root cause to determine if any trends exist. If any trends exist, it will create a corrective plan of action. The Customer will be presented with data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action.

SERVICE REQUIREMENT	SERVICE LEVEL
Calls answered timely	Ninety percent (90%) of calls answered within sixty (60) seconds
Voicemail response time	Four (4) Business Hours from time City has recorded message
Quotes	Respond and/or resolve to ninety percent (90%) within eight (8) Business Hours from Vendor's receipt of City's request
New location set up	One to three (1-3) business days from Vendor's receipt of City's request
Order entry accuracy (Return rates exceeding 3% will trigger an investigation this service level measure )	Ninety eight percent (98%) of total monthly volume
Orders entered timely (include order confirmation)	Eight (8) Business Hours from receipt of Customer's request
Time from In Stock Product Shipment to Delivery	Within five (5) days 90% of the time
Time from Product Delivery to Installation	As set forth within the Statement of Work
Percentage of Devices DOA (Return rates exceeding 3% will trigger an investigation this service level measure )	< 1% per quarter
Contact installation location to inform product on the way and to schedule installation date	As set forth within the Statement of Work
Final installation of product	As set forth within the Statement of Work
Order received to product shipment	Within 15 days 90% of the time

Product shipment to installation complete	As set forth within the Statement of Work
Asset Reporting for items Vendor installs	Accurate electronic asset feeds or updates with < 2.5% error rate

- 1.6.4.1 The Vendor shall implement support functionality as required to support the Vendor's solution including all software components and all hardware components procured through this contract
- 1.6.4.2 The Vendor shall provide telephone support 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday
- 1.6.4.3 The Vendor shall provide on-site support and secure remote access support following Customer's network security and all related policies.
- 1.6.4.4 The Vendor shall, as necessary, work closely with the Customer help desk contractors to provide a seamless process for requesting warranty support.
- 1.6.4.5 The Vendor shall provide a central point of contact for calls from the Customer on troubleshooting and problem resolution for the products provided by Vendor.
- 1.6.4.6 Further, Vendor agrees to provide, free of charge to the Customer, a toll free number for sales and support.
- 1.6.4.7 Vendor shall provide a locally centralized team of experienced, professional sales and support resources.
- 1.6.4.8 Vendor agrees to have a team available to support the Customer's account in accordance with best industry standards.
- 1.6.4.9 Vendor's customer service representatives shall answer Customer's inquiries to include but not be limited to: lost shipments, short shipments; billing errors, defective products, product replacement, damaged shipments, and erroneous shipments.

### 1.6.5 Priority ratings and accompanying response times

If Customer requires the Vendor to process warranty service requests through its existing help desk, this Section shall apply

Customer's Help Desk shall assign a priority rating for each call. The following priority ratings and accompanying response times shall be utilized unless otherwise agreed by the Vendor and Customer.

Priority Rating	Description	Corrective Action Time Frame
<b>Critical</b>	The application/system is down, no work can be performed, e.g., SYSTEM ALERT	2 to 4 hour response time and 24 hour resolution
<b>Serious</b>	There is a major problem, but there is a work-	Two work days

around for the problem

<b>Minor</b>	There is a minor problem, which does not significantly impact work	Five workdays
<b>Routine</b>	The work order is a "non-problem," for example, a request for service, or "how to" questions, or requests for installation of application(s) on new equipment	Five work days or more with concurrence of the City

In support of the above service levels, the Vendor shall provide the following troubleshooting and problem resolution services in coordination with Customer Help Desk

- 1.6 5.1 Live-Voice Response - The live-voice response to the first phone call by technical staff, who will assign the priority rating stated by Customer's help desk for the call and may attempt to solve the problem over the phone, via voice or secure remote access;
- 1.6 5 2 Resolution within Timeframes - The problem call shall be resolved in accordance with the corrective-action timeframes designated for the priority ratings. When the Vendor initiates a call back by the appropriate technical staff, the call back must be made within one (1) hour of Customer's help desk first phone call to the Vendor's central point of contact,
- 1.6 5 3 Escalation Procedures - The Vendor shall provide and utilize escalation procedures to resolve problems. If the Vendor's technical staff cannot resolve the problem during the first phone call, they must escalate the problem, and in agreement with Customer, either have the appropriate technical staff contact Customer by phone within one (1) hour or be on-site at Customer's office within two (2) hours of the first phone call;
- 1.6 5 4 Tracking and Reporting on Calls -The Vendor shall track all calls made to the central point of contact. The Vendor shall keep a record of each problem call and give access to this log to designated Customer personnel;
- 1.6.5.5 The Vendor shall provide real time access to allow designated Customer personnel to view details on the current status of all problem calls;
- 1.6.5 6 Access to Support Personnel - The Vendor shall have access to their technical support personnel so that the required technical support personnel may be contacted regardless of location. The technical support specialist will provide a phone number and email in which to reach him/her.

## 1.6.6 Staffing Requirements for Task Orders

This section applies to IT Order Requests as defined in the Professional Services Agreement.

- 1 6 6.1 Vendor shall only propose staff available at the time of the IT Order Request. In response to each IT Order Request, Vendor shall provide personnel that satisfy the personnel qualifications

specified in the following section for each of the labor categories required under the specific IT Order Request.

- 1.6.6.2 Specific areas of required expertise may be further defined in the IT Order Request. Vendor shall certify that all candidates meet the required qualifications.
- 1.6.6.3 The IT Order Request shall define specific requirements for the services required. The IT Order Request shall clearly identify all applicable qualifications related to the product.
- 1.6.6.4 Intentionally deleted.
- 1.6.6.5 Intentionally deleted.
- 1.6.6.6 Individuals proposed for SOW Services and accepted as such by City as satisfying personnel qualification requirements in the IT Order Request and this Agreement shall remain dedicated throughout the term of the IT Order Request award. Substitutions will be allowed only when the Requesting department or Agency specifically agrees to the substitution in writing or due to an emergency circumstance as described below.

### **1.6.7 Personnel Substitutions**

This section applies to scope areas requiring maintenance and support services or any other professional services described in the scope of work in Exhibit 1.

- 1.6.7.1 All proposed substitutes of personnel must have qualifications at least equal to (a) the minimum requirements set forth in Exhibit 1, Appendix \_\_\_\_, Rate Card Position Minimum Requirements, and (b) that of the person initially proposed and evaluated and accepted in the IT Order Request as described in Exhibit 1, Section 1.6.1.2. The burden of illustrating this comparison shall be the Vendor's.
- 1.6.7.2 Intentionally deleted.
- 1.6.7.3 If one or more of the personnel are unavailable for work under an IT Order Request for a continuous period exceeding 15 calendar days, the Vendor shall immediately notify the Requesting department or department and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the requesting department.
- 1.6.7.4 All substitutions shall be made in accordance with this provision.
- 1.6.7.5 During the performance period for an IT Order Request, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the Requesting department. In any of these events, the Vendor shall promptly notify the Requesting department and provide the information required above.
- 1.6.7.6 All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the Requesting department, with the information required above. The Requesting department must agree to the substitution in writing before such substitution shall become effective.

Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.



## 1.7 Proactive Monitoring

For the term of this contract, the Vendor will assign Customer, free of charge, a named Account Manager and a Sales and Support Team who will have the responsibility of establishing adequate communication processes, determining needed systems/tools, defining service goals, documenting current processes, and establishing methods for managing the overall relationship. Such team will be responsible for, but not limited to the following:

- 1.7.1 Process improvements - Vendor will maintain ongoing communication with Customer regarding continuous improvement methodologies developed by Vendor. The communication will be part of the overall formula for Customer satisfaction and will be provided in written format,
- 1.7.2 Technical support services;
- 1.7.3 Order processing;
- 1.7.4 Forecast coordination;
- 1.7.5 Project management,
- 1.7.6 Setting contract performance expectations and key performance indicators, in conjunction with Authorized Approvers;
- 1.7.7 Facilitating access to electronic reports in alignment with performance indicators;
- 1.7.8 Maintaining productive relationships with Customer's designated manufacturers;
- 1.7.9 Maintaining high product and service performance and continuous communication with Customer.
- 1.7.10 Customer will rate performance on a scorecard and provide feedback on Vendor's performance during quarterly meetings. Vendor must address low scoring performance areas and provide written documentation on processes implemented to address poor performance. Vendor's actions to address low scoring performance will immediately follow notification from Customer. Vendor must use best efforts to improve performance before next quarterly meeting with Customer.
- 1.7.11 Vendor shall supply reports in an electronic format specified by Customer on a monthly basis. Reports include but are not limited to financial, accounting, managed services, returns report, employee purchase program, and service level management, to track the Equipment and Service delivered over a particular period of time.
- 1.7.12 Vendor shall report cost items related to the Equipment and Services covered by the Master Agreement broken down as reasonably needed by Customer for accounting purposes.
- 1.7.13 Vendor shall provide a sample quarterly report addressing the following minimum contract performance metrics:
  - A Overall Customer Satisfaction – Vendor must provide its approach to capturing and reporting customer satisfaction. Include incentives utilized to capture user feedback;
  - B. Project based performance – satisfaction with the process of implementing special projects, for example a SaaS application or assistance with server virtualization;
  - C Flexibility and availability of the online system, including user friendliness, alerts, controls, etc.;

- D. Reporting including the ability to see purchase details, access to real-time Customer's purchasing records, ability to view price comparison for all agencies, visibility to the state of hardware warranty service details and M/WBE participation.
  - E. Continuous price competitiveness;
  - F. [Omitted]
  - G. Ability to seamlessly manage the complete product life cycle;
  - H. Tangible results from Vendor's effort to help Customer identify ways to reduce total acquisition cost E.g vendor provides, when available for applicable notebook and desktop, pricing options for varying Windows operating systems to assist Customer in determining any costs advantages/benefits associated with each,
  - I. Process improvements – assistance in identifying, vetting and implementing process improvements with respect to the purchase of products and services provided through this contract;
  - J. Compliance with Vendor's stated M/WBE Utilization Plan, including details that match the M/WBE goals stated in this contract;
  - K. Overall support of the account;
  - L. Quarterly and yearly total spending with the vendor;
  - M. [Omitted]
  - N. [Omitted]
  - O. RMA statistics for standard models;
  - P. Price reconciliation to the contract measuring the differences between what is in the Pricing Schedule attached to the contract and what Vendor is currently offering Customer;
  - Q. Time metrics for delivery and installation of all hardware under the contract;
  - R. Performance issues, including SLA summaries and objectives; and
- 1.7.14 Vendor will provide detailed asset reports, including but not limited to:
- A. Purchased Equipment & Software
  - B. Equipment and Software Installed;
  - C. Equipment that has been returned;
- 1.7.15 For each task order, Vendor will be required to provide electronic confirmation, including, but not limited to:
- A. Make;
  - B. Model;
  - C. Serial Number, for in-stock items;
  - D. Purchase Order Number relating to the order;
  - E. Vendor Order Number;
  - F. Ordering department, if Customer provided;
  - G. Warranty dates, upon request; and
  - H. Shipping details (waybill information).

- 1.7.16 Customer reserves the right, based on Vendor's performance, to request the replacement of individuals(s), including the account manager supporting Customer, during the award term. Vendor is required to immediately, but no more than ten (10) business days, replace the identified personnel, upon notification by Customer.
- 1.7.17 Persistent poor performance may subject Vendor's contract to termination by Customer.
- 1.7.18 Vendor must submit evidence of their system's functionality including, user acceptance forms, tracking forms, warranty services tracking log, or any other sample forms and reports required to effectively monitor this account. Vendor must provide links to demonstrate its capabilities.
- 1.7.19 Vendor shall propose a pricing methodology, which offers a fixed discount off a competitive benchmark price; during the award term, the Vendor will compare Customer's standard configurations with comparable configurations from other Tier 1 manufacturers. Vendor and Customer will use this data to monitor market conditions throughout the award term and make necessary pricing adjustments to ensure Customer's price maintains an aggressive discounting level over market pricing.
- 1.7.20 Vendor must propose a descriptive product recall plan that specifically addresses the following requirements:
- A. Minimize the risk of injury or death to consumers by removing an unsafe product from use,
  - B. Retrieve or repair as many of the defective Products as possible,
  - C. Minimize the cost and inconvenience to Customer's user community,
  - D. Minimize the need for involvement by government authorities by voluntarily complying with the law.
- 1.7.21 Vendor is required to consider a recall as soon as Vendor becomes aware of a possible defect in a Product that may make it unsafe. The Product recall plan shall minimally contain the following steps or actions:
- A. Nominate point person, or a team, to examine the problem, assess the risk and coordinate the recall
  - B. Identify the steps that need to be taken to address the problem
  - C. Decide what recall action Vendor must take, based on the risk associated with using the Product. These shall include, but are not limited to, the following options:
    - I. If a Product is likely to cause injury, Vendor shall coordinate activities to return the Product for a refund or replacement, or for modification.
    - II. If a Product is unlikely to cause injury in the short term, Vendor shall provide instructions for Customer to contact the company for a replacement Product or part.
    - III. Vendor may also offer to send a technical representative to the user's location to repair or modify a Product that is difficult to transport at no cost to Customer.
  - D. Identify which models or batches of the Products are affected (e.g., by serial numbers, asset tags), when the Products were produced and where they have been distributed.
  - E. Arrange to provide refunds, or replace or repair the defective Product.
  - F. Notify all impacted technology departments in writing within two (2) days of taking recall action. Legally, this notification shall state that the Products are subject to

- recall and provide details of the nature of any defect
- G. Prepare a notification containing.
    - I. A clear description of the Product, including the name, make, model and serial number, with a photograph or drawing, if available;
    - II. A statement of the hazard and the associated risk;
    - III. Dates when the Product was available for sale,
    - IV. The number of Products affected,
    - V. Where the Product has been distributed and installed, with information from Customers;
    - VI. What action the Vendor recommends;
    - VII. What action Customer should take; and
    - VIII. Detailed information about using or storing the Product during the interim
  - H. Prepare and undertake a publicity campaign to ensure all users of the Product are aware of the recall.
  - I. Keep a record of returned Products, modified Products, replacement Products or parts sent to Customer. Record user details, dates and any known injuries, damage or complaints associated with the use of the recalled Product.
  - J. Monitor the recall using Vendor's record of returns. If the recall has not achieved a satisfactory rate of return, Vendor shall develop new publicity strategies.
  - K. Keep all technology departments informed of the progress of the recall.
  - L. Review the effectiveness of the recall procedures once the recall has finished.
  - M. Put in place any changes Vendor considers appropriate.

Customer may request variations in the aforementioned processes, systems, tools and reports, suited to their unique needs, and may change specifications when necessary.

## **1.8 Value Added Services**

The Vendor will provide value added services and solutions such as, but not limited to the following

- 1.8.1 Special employee discounts for products;
- 1.8.2 Ability to redeem manufacturer website-discounts thru the Vendor's ordering process (such as entering special discount codes into the Vendor's ordering portal);
- 1.8.3 Shipping products faster (via shorter delivery method), without charging city, in interest of meeting delivery SLAs;
- 1.8.4 Access to test and demonstration products that allow Customer to verify a product works as expected within Customer's environment before making a purchase;
- 1.8.5 Other value added services or solutions.

## **1.9 Purchase Order Procedures**

The procedures in Exhibit 8 shall be applicable.

## **1.10 Product Delivery**

- 1 10 1 Delivery of Hardware, Installation and/or Training services and Manufacturer's Warranty Services, shall be initiated only upon issuance of an Order authorized by the Requesting department or Agency.
- 1 10 2 Deliveries must be made between the hours of 7am through 4p m, Monday through Friday, excluding any holidays
- 1 10 3 Vendor's order-to-delivery timeframe shall be fifteen (15) calendar days from Vendor's receipt of Customer's order.
- 1 10.4 Vendor shall specify delivery cost if any, in the pricing proposal, and include bulk shipment pricing
- 1.10 5 [Omitted]
- 1 10.6 Vendor shall provide delivery, FOB destination (the delivery destination specified in the Order) to any eligible customer located within Customer's geographic boundaries. If expedited shipping is required by Customer, additional charges may apply for:
  - A Standard Overnight (delivery by 3:00 PM the next day)
  - B. Priority Overnight (delivery by 10:30 AM the next business day)
  - C. Saturday Delivery (delivery by 12:00 PM)
- 1.10.7 At no time will shipping costs, for the applicable orders, exceed the standard rates proposed in Vendor's pricing proposal.
- 1.10.8 Vendor shall bear all freight costs to expedite product delivery as a result of delivery delays not caused by Customer.
- 1 10 9 If Customer requests an expedited freight service, Vendor shall, prior to its shipment of Product, notify Customer and receive pre-approval of any additional costs to expedite shipment.
- 1 10.10 Vendor shall bear all risk of loss or damage to the product while it is in transit and until delivered to Customer delivery location. Product will be packaged in Vendor's standard commercial packaging
- 1 10.11 Customer may cancel any delivery prior to the shipment date; provided that the Product is not Custom Product and has been identified, at time of Customer order, as such by Vendor
- 1 10 12 If so reasonably requested by Customer and to the extent the Vendor is able, Vendor shall customize the information on its packing slip and shipping label used for shipments to Customer at no additional costs. Such customization shall include the ability to add a ship to contact and descriptor to the label.
- 1.10 13 To the extent the Software is not delivered electronically, Vendor shall pack, mark, label, document and ship all Software and Documentation in accordance with accepted industry standards
- 1 10.14 Vendor will provide appropriate information to support invoices with respect to delivery charges.
- 1.10 15 Vendor's authorized delivery driver shall be required to make desktop deliveries to locations specified on the blanket purchase order release. All drivers must have proper identification to include, a valid driver's license and current company identification badge. Trucks or vehicles may be subject to inspection by a City of Chicago Security Officer or authorized City personnel before entering any City facility.

- 1.10.16 The loading dock at the Harold Washington Library Center can accommodate trucks up to 42 feet in length and under 13 feet 6 inches in height including the cab. Deliveries at the Harold Washington Library Center will be accepted Monday through Friday between the hours of 9:00 a.m. and 2:00 p.m. The loading dock at the Harold Washington Library Center can accommodate trucks up to 42 feet in length and under 13 feet 6 inches in height including the cab. Deliveries at the Harold Washington Library Center will be accepted Monday through Friday between the hours of 9:00 a.m. and 2:00 p.m.
- 1.10.17 For projects up to \$250,000.00 in the George W. Dunne Cook County Office Building, Vendor must furnish certificates of insurance to 69 West Washington Management Company, L.L.C. The Cook County Office Building loading dock is open 6AM-4PM, Monday-Friday hours. No tractor/trailers or electric fork lifts are permitted. Vendor will provide the Cook County Office Building 24 hours' prior notice of any delivery. Both freight elevators have a capacity of 4,000 pounds.
- 1.10.18 Customer may further specify delivery procedures applicable to locations not addressed here, including but not limited to County jail facilities. Product delivery requirements are subject to change by Customer.

## **1.11 Deliveries to Richard J Daley Center and City Hall**

The following procedures must be adhered to for deliveries to the Richard J Daley Center and City Hall:

- 1.11.1 Regular dock hours of operations are from 6:00 a.m. – 6:00 p.m. Monday – Friday except weekends and holidays.
- 1.11.2 A dock access form is available at the DPS website and must be filled out and faxed back to the office of the building management Fax number @ 312-603-6950, 48 hour prior any delivery/pickups.
- 1.11.3 A certificate of insurance must be on file with the building management office MB Real Estate Services, LLC room 1203.
- Vendor must have general, auto, and workers comp liability along with additional umbrella liability coverage. This will be in addition to the liability insurance that Risk Management requires.
  - MB Real Estate Services LLC and the Public Building Commission must be included on the policy as additional insureds.
  - See a copy of the Daley Center's insurance policy limits on the DPS Website.
- 1.11.4 The dock clearance to the Daley Center is 12' High, 40' Long
- 1.11.5 All dock deliveries and pickups will be confirmed and verified with the recipient.
- 1.11.6 Companies scheduling a delivery/pick up must call the office of building management @ 312-603-3471 to confirm their appointment within 24 hour of **their projected appointment date.**

## **1.12 Notice of Delay or Impossibility**

- 1.12.1 The Vendor must notify the requesting Department within twenty-four (24) hours of receiving the blanket purchase order release from Customer of any products that cannot be delivered for any reason within the time periods required
- 1.12.2 At Customer's request, the Vendor must provide a written explanation of the reasons why the Products cannot be delivered in a timely manner, and a recommendation either (1) for Product substitutions or other equipment solutions that will allow Customer to achieve the same or better functionality, or (2) for variations from the contract terms (e.g. an extension of time to accommodate a manufacturer's delay) that will allow the Vendor to supply the merchandise. Product substitutions must be approved by the requesting department and Authorized Approver
- 1.12.3 Customer will have the sole discretion to accept or reject any or all recommendation of equipment substitutions and/or variations from the specifications herein

### **1.13 Fill Rate Standards**

Vendor shall use reasonable efforts to meet the following fill-rate standards.

- 1.13.1 Ninety-five percent (95%) of orders accepted by Vendor shall be shipped the same business day;
- 1.13.2 [Omitted]
- 1.13.3 Ninety-nine percent (99%) of items ordered and accepted by Vendor shall be shipped one hundred percent (100%) accurately;
- 1.13.4 Ninety-nine percent (99%) of orders, accepted by Vendor, shall be shipped to the destination specified in the Customer's purchase request;

### **1.14 Product Returns**

The product return policy in Exhibit 9 shall be applicable, except as otherwise provided in the Agreement, including other exhibits.

### **1.15 Guaranteed Availability**

Vendor agrees to hold Product for Customer for thirty (30) days. Vendor shall only be required to hold the Products specified in the applicable Customer forecast to the extent the manufacturer(s) (core products only) of the Product(s) shall provide Vendor with price protection if required for the applicable thirty (30) day period. Vendor, in no event, shall be obligated to hold such Product without such price protection

### **1.16 Labor Categories and Qualifications**

Pre-negotiated rates for the services that will be provided under this contract as related to the installation of new products are provided in Exhibit 2. Vendor rate card details are provided in Exhibit 2 for the following service categories

- 1 16.1.1 Trainer/Instructor
- 1.16.1.2 Project Manager
- 1 16 1.3 Subject Matter Expert
- 1 16.1.4 Network Administrator
- 1.16 1 5 Senior Network Engineer
- 1.16.1 6 Junior Network Engineer
- 1.16 1.7 Senior Network Technician
- 1 16 1.8 Junior Network Technician
- 1 16.1 9 Senior Integration Analyst
- 1.16.1 10 Junior Computer Systems Analysts
- 1.16.1.11 Junior Developer
- 1 16.1.12 Senior Developer

## **1.17 Travel Reimbursement**

Routine travel is defined in the City's Travel Policy, which is included as Attachment 4. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within the areas described in the travel policy.

Non-routine travel is travel beyond the specified area. Non-routine travel will be identified within an IT Order Request, if appropriate, and will be reimbursed according to the City's Travel Policy available online.

Statements of Work travel terms will be governed by the Travel Policy that is in effect as of the date of the last signature on the Statement of Work. The Customer is responsible for providing an updated version of the Travel Policy when it changes, in accordance with the Notices provisions of this Agreement.

## **1.18 Maintaining Price with Changing Technology**

The hardware, software and related configurations stated in the minimum specifications are representations of the technology required at the time this contract is executed. Vendor agrees that the minimum defined specifications, referenced in the pricing proposal will not necessarily be available throughout the entire period of the award term, and as such, Vendor must agree to offer its next generation products, based on its product roadmaps to Customer. The successor product should be provided to Customer at a price that does not exceed the price of the succeeded item.

## **1.19 Pricing and catalogs**

- 1.19 1 Pricing structure specified in the Pricing Proposal is guaranteed for the term of the contract.
- 1.19.2 At the time Vendor(s) receives a blanket purchase order release from Customer, Vendor will apply the agreed upon pricing structure that will be based upon Manufacturer's discounts to Customer or vendor's landed cost-plus % markup. The vendor's landed cost plus % markup will



not exceed 5% for items that are added through the process described in Section 1.19 of this Scope of Work. Manufacturer discounts will be taken off of the then current list price. Vendor's pricing to Customer will be the agreed upon price listed in Vendor's pricing proposal.

- 1.19.3 The Vendor will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any changes in price prior to posting of new prices to Customer's online catalog. Authorized Approvers must approve any new prices submitted through the approval process and only after approval will new prices appear on the online system. Authorized Approvers will periodically review true-up reports to ensure that Customer's contract remains competitive. This section shall not apply to the reduction of prices due to tier discounts, other discounts or reductions in prices.
- 1.19.4 The vendor will be required to provide a list of Customer approved products on the online system to all eligible users. Subject to the scope of this Agreement, Vendor will include any item from the CDWG Catalog on the online system upon notice of the Chief Information Officer; such items will be subject to the applicable discount off list or cost plus mark-up set forth in Exhibit 2. The Chief Procurement Officer reserves the right to restrict the purchase of any product or group of products not previously accepted as standard Customer products.
- 1.19.5 For the purpose of calculating tier discounts, Customer volumes should be aggregated. Calculation of tier discounts shall include purchases by employees of any aforementioned entities. Purchases shall be calculated toward tier discounts at the time of order placement, rather than time of delivery, payment or other time.
- 1.19.6 For the purpose of applying tier discounts, such discount shall be immediately applied once a tier is reached. Purchase orders that fall only partially within a discounted tier may be partially discounted.
- 1.19.7 In the event the OEM offers customer incentives in the form of promotional pricing or rebates that are more advantageous to Customer, Vendor will extend those to Customer.
- 1.19.8 In the event more favorable pricing is available to qualified Customer departments and/or sister agency (e.g., library or academic pricing), the vendor will honor this pricing for orders from the qualified departments and/or agencies.
- 1.19.9 Customer reserves the right to request quotes directly from other product providers and to give to Vendor the option to fulfill or decline Customer's quote based upon its relationship and current pricing from the product provider. Customer reserves the right to request quotes or procure any and all Contract Items from a source other than the Vendor.
- 1.19.10 When an end user receives pricing under this contract that is more aggressive than the agreed upon rates, Vendor will endeavor to offer similarly aggressive pricing to other eligible contract users that are purchasing the same model and number of products within the same time period.
- 1.19.11 As further detailed below, CDWG will provide to the City: (a) for the items structured as a discount from Manufacturer's Suggested Retail Price (MSRP), the MSRP lists given to the Vendor from the manufacturer, and (b) for items structured as a cost plus structure, documentation sufficient to demonstrate the actual cost to CDWG, and the landed costs (as represented by a percentage), for that item. CDWG will provide such documentation upon the request of Customer, over the period of time and for the products requested. Unless agreed otherwise by

Customer and CDWG, CDWG will provide the documentation without further request from City for any Product ordered by City that is not included on the list of offerings pre-approved by the Commissioner of the Department of Innovation and Technology (see Sec. 1 1.1).

- 1.19.12 No service fees or additional costs shall be invoiced to Customer by the Vendor during the Term of the Agreement
- 1.19.13 There shall be no "small order", "minimum order", or "special order" charges or surcharges.
- 1.19.14 Any rush delivery that occurs as a result of the Vendor's or Vendor's suppliers' error (e.g., stock-outs, etc.) shall be free of charge, i.e., no handling surcharges shall be added or discounts lost for any rush or expedited orders.
- 1.19.15 As technology changes rapidly in our industry, with new products and revisions coming in to the marketplace on a regular basis, Vendor may revise and discontinue products (including components thereto) at any time without notice. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, providing the product is available as part of CDWG's standard product listing. CDWG will provide the Chief Procurement Officer with 180 days' advance written notice of discontinuance of products included on the City's online system

## **1.20 Information Technology Accessibility Standards**

Vendor at all times during the term of the contract must be compliant with the Illinois Information Technology Accessibility Act, the Americans with Disabilities Act, and Section 508 of the Rehabilitation Act, to the extent applicable to the Services and to the extent legally required. In the event of the Vendor's non-compliance with the above, Vendor will promptly perform at Vendor's expense, all curative measures necessary to remedy such non-compliance

## **1.21 DBE and other government conditions**

Vendor will receive orders paid for from a variety of funding sources, including federal funds or grants. If any portion of the order is paid for by federal funds, vendor must comply with applicable grant conditions. Such grant conditions may include, but are not limited to, the use of Disadvantaged Business Enterprise (DBE) special conditions. In the case of an order subject to DBE special conditions, a DBE plan will be required for that order. Customer will inform vendor when an order is funded by federal grants.

EXHIBIT 2  
SCHEDULE OF COMPENSATION



## Department of Innovation and Technology

### Hardware & Software Services Schedule of Compensation Notes

#### General:

2. The same discount or multiple percentage identified with respect to specific items listed in the Compensation Schedule will apply to the remainder of the manufacturer's offering within each applicable category or product line as summarized in the City of Chicago Category and Manufacturer Line Discounts section, which outlines the manufacturer discounts by products or service category. In the event of any inconsistencies between the general pricing and pricing for a specific item, the most advantageous pricing for the City controls. In addition, Section 7.6 outlines the hourly rates for on-site and contractor services, and the per unit rates for other items.

3. For all pricing, % Discount is off MSRP (List Price) and Markup is % above CBW-C's Unlisted Cost. CBW-C Cost (Unlisted Cost) is defined as the standard acquisition cost associated with the inventory of product, but also including the capital and management costs and risks associated with procuring, warehousing, distributing, and selling the inventory. MSRP or List Price means that manufacturer suggested retail price provided by manufacturer to CBW-C.

4. As stated in Section 1.10.2 of Exhibit 1, Unlisted Items will carry a Cost Plus Markup not to exceed 5%.

5. Any dollar amounts included in the compensation schedule are intended to reflect pricing at a certain point in time and are included in this Exhibit 2 only for reference, and are subject to change in accordance with the terms of this agreement, including Exhibits.

#### Software:

1. Pricing for maintenance may be required for specific manufacturer programs. If so, CBW-C will conform to the same structure listed for that Manufacturer.

2. Items which are in red text do not conform exactly to the CBW-C offered price structure as they are a part of a different licensing program.

3. Costs in the numbering sequence in Section 5.3 Software Pricing Part 1 are intentional and result from discontinued offerings.

#### Network:

1. Pricing structure for Cisco is for bundled items, for all other items, the offering will be a markup of 20% over CBW-C's cost.

#### Pricing Rules:

1. Under no circumstances shall the price to be charged to the City for an item exceed the current lowest price for CBW-C item offered for such item.

City of Chicago

Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services RFP

Specification No. 105081

Exhibit 2

Schedule of Compensation



Department of Innovation and Technology

Hardware & Software Services  
Categorical-Manufacturer Line Discounts

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
Active Networks Inc	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Actuate (PB Views)	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Adobe	Enterprise Products, Software and Maintenance	1% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Adobe	Standard Products and Maintenance	18% off MSRP	5 0 Software Pricing Part 1, 5 0a Software Pricing Part 1 2
Adeptia	Software and Maintenance	5% over CDW*G Landed Cost	
AerTight	Hardware	3% over CDW*G Landed Cost	
AerTight	Hardware Warranty	3% over CDW*G Landed Cost	
AerTight	Software and Maintenance	3% over CDW*G Landed Cost	
AerTight	Professional Services	3% over CDW*G Landed Cost	
Alertec	Hardware	3% over CDW*G Landed Cost	
Alertec	Hardware Warranty	3% over CDW*G Landed Cost	
Alfresco, Inc	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
All Manufacturers	Training	5% over CDW*G Landed Cost	
Altova	Software and Maintenance	2% over CDW*G Landed Cost	
Antinac	Software and Maintenance	2% over CDW*G Landed Cost	
Apple	iPads	2% below CDW*G Advertised	4 0 Hardware Pricing Part 1
Apple	iMacs	2% below CDW*G Advertised	4 0 Hardware Pricing Part 1
Apple	Macbooks	2% below CDW*G Advertised	4 0 Hardware Pricing Part 1
Apple	Warranties	2% below CDW*G Advertised	4 0 Hardware Pricing Part 1
Apple	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Appimation	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Autodesk/AutoCAD Products	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Avid	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
B2GNow - Certification & Compliance	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
BEA	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Bentley System	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
BindView	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
BottomLine	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
CheckPoint	Software and Maintenance	1% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Cisco	SMARTnet	1% over CDW*G Landed Cost	6 0 Network Equipment NEW and REFURBISHED Pricing
Cisco	Refurb Hardware/Software	1% over CDW*G Landed Cost	6 0 Network Equipment NEW and REFURBISHED Pricing
Cisco	New Hardware/Software	1% over CDW*G Landed Cost	6 0 Network Equipment NEW and REFURBISHED Pricing
Citrix	Hardware	25% off MSRP	6 0 Network Equipment NEW and REFURBISHED Pricing
Citrix	Hardware Warranty	0% off MSRP	6 0 Network Equipment NEW and REFURBISHED Pricing
Citrix Products	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
Cognix	Software and Maintenance	5% over CDW+G Landed Cost	
Computer Associates	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Correl	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Coventry	Software and Maintenance	3% over CDW+G Landed Cost	
Cyber Source (Payment Manager)	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Day Software	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Digital River Inc	Software and Maintenance	5% over CDW+G Landed Cost	
Elaxar	Software and Maintenance	3% over CDW+G Landed Cost	
EMC	Connectix, Hardware, Peripherals, Maintenance and Related Software	40% off MSRP	
EMC	Third Party Hardware, Software and Switches	21% off MSRP	
EMC	Data Domain, Hardware, Peripherals, Maintenance and Related Software	29% off MSRP	
EMC	Inilon, Hardware and Related Software	15.6% off MSRP	
EMC	Inilon, Accessories	4.3% off MSRP	
EMC	RSA Hardware	6.9% off MSRP	
EMC	RSA Software	10.9% off MSRP	
EMC	RSA Hardware and Software Maintenance	5.5% off MSRP	
EMC	Professional Services	2% off MSRP	
EMC	Almos, Hardware, Peripherals, Maintenance and Related Software	45% off MSRP	4.1 Hardware Pricing Part 2
EMC	DMX, Hardware, Peripherals, Maintenance and Related Software	55% off MSRP	4.1 Hardware Pricing Part 2
EMC	VNXe, Hardware, Peripherals, Maintenance and Related Software	30% off MSRP	4.1 Hardware Pricing Part 2
EMC	VNX, Hardware, Peripherals, Maintenance and Related Software	35% off MSRP	4.1 Hardware Pricing Part 2
EMC	VPLEX, Hardware, Peripherals, Maintenance and Related Software	50% off MSRP	4.1 Hardware Pricing Part 2
EMC	VMAX and VMAXe, Hardware, Peripherals, Maintenance and Related Software	64% off MSRP	4.1 Hardware Pricing Part 2
EMC	ClariON, Centers and NAS, Hardware, Peripherals, Maintenance and Related Software	29% off MSRP	
Emulex	Hardware	5% over CDW+G Landed Cost	
Emulex	Hardware Warranty	5% over CDW+G Landed Cost	
ESRI	Software and Software Maintenance	5% over CDW+G Landed Cost	5.0 Software Pricing Part 1
Extensis	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
F5	Networking Products and Maintenance	8% off MSRP	6.0 Network Equipment Pricing
Faronics	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
FreeEye	Hardware	3% over CDW+G Landed Cost	
FreeEye	Hardware Warranty	3% over CDW+G Landed Cost	
FreeEye	Software and Maintenance	3% over CDW+G Landed Cost	
FreeEye	Professional Services	3% over CDW+G Landed Cost	
Fuel Smart	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Google	Software and Maintenance	5% over CDW+G Landed Cost	
GW Micro	Software, Annual support and Maintenance	2% over CDW+G Landed Cost	
Heartland Payment Systems	Software and Maintenance	2% over CDW+G Landed Cost	
Hizach	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
HP	Cartridge Back-up Tapes	3% over CDW+G Landed Cost	
HP	Proliant and Blade Servers	26% off MSRP	4.1 Hardware Pricing Part 2
HP	Network Node Manager and Maintenance	3% over CDW+G Landed Cost	5.0 Software Pricing Part 1

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
HP Software- entire line except Network Node Manager	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
IBM (FileNet)	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
IBM (FileNet)	Professional Services	5% over CDW+G Landed Cost	
Ideascale (Subscription SW)	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
IDM Computer Solutions Inc	Software and Maintenance	3% over CDW+G Landed Cost	
InfoBlox	Software and Maintenance	3% over CDW+G Landed Cost	
InfoBlox	Hardware	3% over CDW+G Landed Cost	
InfoBlox	Hardware Warranty	3% over CDW+G Landed Cost	
Infir Enterprise Asset Management	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Infir Hansen Community Development and Regulation (CDR) module with mobile and Dynamic Portal	Software and Maintenance		
Integrat Family & Products	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Intellreach	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Ims	Software, Annual Support and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Juniper Networks	Hardware, Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
LANDesk	Software and Maintenance	1% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Legato	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Liferay	Software and Maintenance	2% over CDW+G Landed Cost	
Livestream (Subscription SW)	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Macromedia	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
MapInfo Location Intelligence and GIS Products	Software and Maintenance		
Pinney Bowes	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
McAfee	Software	3% over CDW+G Landed Cost	5.0 Software Pricing Part 1
McAfee	Maintenance	3% over CDW+G Landed Cost	
McAfee	Hardware	3% over CDW+G Landed Cost	
McAfee	Hardware Warranty	3% over CDW+G Landed Cost	
McAfee	Professional Services	3% over CDW+G Landed Cost	
McAfee	Software and Maintenance	3% over CDW+G Landed Cost	5.0 Software Pricing Part 1
MCL	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
MCM Technology	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
MetraTech Billing	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
MetraTech Law Case Management	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Microsoft	Select and Enterprise Agreement Software, Maintenance and Software Assurance	17% off MSRP	5.0 Software Pricing Part 1, 5.0a Software Pricing Part 1.2
Microsoft	Multipoint Server	12% off MSRP	5.0a Software Pricing Part 1.2
Microsoft Academic Programs (pending Microsoft eligibility rules)	Software and Maintenance		
MIR3	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Motorola	Software and Maintenance	3% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Neohys	Software and Maintenance	5% over CDW+G Landed Cost	
Neohys Software	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
NetDimensions	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2
Network Associates	Software and Maintenance	5% over CDW+G Landed Cost	5.1 Software Pricing Part 2



Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
Network Solutions	Domain Name Registration subscription service	3% over CDW*G Landed Cost	
Novell MIA	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Novo Solutions	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Nuance	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Oracle	M3000, M4000, M5000 and Warranties	20% off MSRP	4 1 Hardware Pricing Part 2
Oracle	M8000, M9000, I/O Expansion and Warranties	30% off MSRP	4 1 Hardware Pricing Part 2
Oracle	Software and Software Maintenance	2% over CDW*G Landed Cost	5 0 Software Pricing Part 1
Oracle	Professional Services	2% over CDW*G Landed Cost	
Panasonic	Hardware and Maintenance	5% over CDW*G Landed Cost	
PDF Complete	Software and Maintenance	3% over CDW*G Landed Cost	
Qarbon	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
QAS (Esperan)	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Qlogic	Hardware	5% over CDW*G Landed Cost	
Qlogic	Hardware Warranty	5% over CDW*G Landed Cost	
Quark	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Redhat	Software and Maintenance	2% over CDW*G Landed Cost	5 0 Software Pricing Part 1
Safenet	Software and Maintenance	5% over CDW*G Landed Cost	
SafeNet	Hardware	5% over CDW*G Landed Cost	
Safenet	Hardware Warranty	5% over CDW*G Landed Cost	
SAP	Software and Maintenance	5% over CDW*G Landed Cost	5 0 Software Pricing Part 1
Serena	PVCS Version Manager	3% over CDW*G Landed Cost	
SmallWorld Geospacial Solutions - General	Software and Maintenance		
Electric	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Socrata (Subscription SW)	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Solarwind, Inc	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
SPSS	Software and Maintenance	3% over CDW*G Landed Cost	5 1 Software Pricing Part 2
SumTotal Time and Attendance	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Symantec	Software and Maintenance	1% over CDW*G Landed Cost	
Symantec	Hardware	1% over CDW*G Landed Cost	
Symantec	Hardware Warranty	1% over CDW*G Landed Cost	
TechSmith	Software and Maintenance	5% over CDW*G Landed Cost	
TimeTrade	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Unistad/Alternate Software Manufacturers	Software, Annual Support and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Verdium	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
Ventis	Software and Maintenance	1% over CDW*G Landed Cost	
Vertex	Software and Maintenance	5% over CDW*G Landed Cost	
VMWare	Software and Maintenance	2% over CDW*G Landed Cost	
Webfeat	Software and Maintenance	5% over CDW*G Landed Cost	5 1 Software Pricing Part 2
WebTech Wireless	Hardware Maintenance	5% over CDW*G Landed Cost	
WebTech Wireless	Professional Services	5% over CDW*G Landed Cost	
WebTech Wireless	Software and Maintenance	5% over CDW*G Landed Cost	
WinZip Computing	WinZip	1% over CDW*G Landed Cost	
XORA	Software and Maintenance	3% over CDW*G Landed Cost	

Manufacturer	Product Category	Pricing	City of Chicago Tab Reference
Zebra	Hardware	3% over CDW*G Landed Cost	
Zebra	Hardware Warranty	3% over CDW*G Landed Cost	
Zephyr	Software and Maintenance	1% over CDW*G Landed Cost	

City of Chicago  
Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services  
Specification No. 105081

Exhibit 2  
Schedule of Compensation

Department of Innovation and Technology

Hardware & Software Services  
Hardware Pricing (Part 1)



City Assn. Tag Used Cost \$ 5.00

ID	Product Brand	Product Type	Product Category (Use City Standard when available)	City Standard Item	List Price Per Unit	% Discount	Price after Discount	Cost Per Unit to Load Image	Deployment Cost per Unit	Shipping Cost	DDC Cost	Assn Tag City
4.001			OPS Apple Standard	Apple iMac	\$ 1,260.00	2%	\$ 1,234.76	\$ 23.52	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00
4.002	1	Apple Products		Apple MacBook	\$ 1,545.32	2%	\$ 1,513.50	\$ 23.52	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00
4.003		Tablets		Apple iPad	\$ 696.82	2%	\$ 683.89	\$ 23.52	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00
4.007		Suggested Tablet		Panasonic TB CF 13 Tablet	\$ 2,695.24	8%	\$ 2,476.83	\$ 23.52	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00
4.008	10	Suggested Equipment	Suggested Notebook A	Panasonic TB CF 23	\$ 3,969.04	18%	\$ 3,258.98	\$ 23.52	\$ 36.75	\$ 5.00	\$ 20.00	\$ 5.00

Department of Innovation and Technology

Hardware & Software Services  
Hardware Pricing (Part 2)



ID	Product Group	Product Type	Brand/Manufacturer	City Standard Item	Technical Specs	Unit Price per Unit	Permit/Demolition Cost (All Taxes)	Price Adjustment	Shipping Costs Per Unit	Asset Tag City	Notes
4.113		HP Servers	HP Servers	HP DL380 G7	HP ProLiant DL380 G7 E5450 2.5GHz, quad core Processor 8 GB RAM (2x) 300 GB SAS 10K No OS 3 year warranty	\$ 3,645.00	20%	\$2,688.04	\$ 175.00	\$ 5.00	
4.114		(Other HP Servers)			HP PN 642137-001	\$ 3,119.00	20%	\$2,495.08	\$ 175.00	\$ 5.00	
4.115		HP ProLiant DL			HP PN 628690-001	\$ 905.00	20%	\$689.70	\$ 175.00	\$ 5.00	
4.116		HP ProLiant ML			HP PN 654078-001	\$ 1,075.00	20%	\$799.50	\$ 175.00	\$ 5.00	
4.117		HP ProLiant BL			HP ProLiant BL185A AMD Opteron 828 2.0GHz Processor 8GB RAM Logic (Ethernet No OS) 3 year warranty	\$ 1,981.00	20%	\$1,428.94	\$ 175.00	\$ 5.00	
4.118		HP ProLiant MicroServer			HP PN 658513-001	\$ 349.00	20%	\$258.36	\$ 175.00	\$ 5.00	
4.119		(Other HP ProLiant Servers)			HP PN 648375-001	\$ 1,518.00	20%	\$1,124.06	\$ 175.00	\$ 5.00	
4.120		HP ProLiant ML			PN 12000326	\$ 20,795.00	20%	\$16,639.00	\$ 175.00	\$ 5.00	Deployment cost are an estimate more information is need to provide and asset statement of work
4.121		HP ProLiant ML			PN 164000-FAM-SUN-Z	\$ 32,303.00	20%	\$25,841.40	\$ 175.00	\$ 5.00	Deployment cost are an estimate more information is need to provide and asset statement of work
4.122		Servers			PN 164000-FAM-SUN-Z	\$ 105,125.00	20%	\$84,000.00	\$ 175.00	\$ 5.00	Deployment cost are an estimate more information is need to provide and asset statement of work
4.123		Oracle M Servers			PN 5E3000-FAM-SUN-Z	\$ 750,389.00	20%	\$592,311.20	\$ 175.00	\$ 5.00	Deployment cost are an estimate more information is need to provide and asset statement of work
4.124		HP ProLiant ML			PN 5E3000-127FAM-SUN-Z	\$ 1,212,349.00	20%	\$969,840.00	\$ 175.00	\$ 5.00	Deployment cost are an estimate more information is need to provide and asset statement of work
4.125		External I/O Expansion Unit			Oracle External I/O Expansion Unit	\$ 9,995.00	20%	\$7,996.00	\$ 175.00	\$ 5.00	Deployment cost are an estimate more information is need to provide and asset statement of work
4.126		(Other Oracle M Servers)				\$ 50.00		\$0.00	\$ 175.00	\$ 5.00	



4.1 Hardware Pricing Part 2

ID	Product Brand	Product Type	Manufacturer/ Family	City Standard Item	Service/Specs	Unit Price per Unit	Percent Discount off Unit Price (All Taxes)	Price (incl. Discount)	Shipping Costs Per Unit	Deployment Cost Per Unit	Number of Units	Notes	
4.135				Generic VMWARE	PH BA 582	\$ 14,875.00	64%	\$4,079.20	50		5	Deployment cost are an estimate more information is need to provide and each statement of work	
4.136				VMWARE	PH VSPM8212WAS	\$ 4,000.00	35%	\$2,600.00	50		5	Deployment cost are an estimate more information is need to provide and each statement of work	
4.137		Storage Solutions	EMC Storage Solutions	VMWARE	PH VSI13124M15PS	\$ 11,513.00	30%	\$8,059.10	50		5	Deployment cost are an estimate more information is need to provide and each statement of work	
4.138				VMWARE	PH VSI2-04-BLACK	\$ 4,100.00	50%	\$2,050.00	50		5	Deployment cost are an estimate more information is need to provide and each statement of work	
4.142			EMC Storage Solutions	EMC Storage Solutions	PH BK7718A	\$ 16,136.00	7%	\$15,028.32	50	These services require an EMC Statement of Work and the pricing is dictated by EMC. All EMC services have to be performed by EMC Delivery Engineers Priced 2% above CDW+G's landed cost	175.00	5	Deployment cost are an estimate more information is need to provide and each statement of work

Department of Innovation and Technology

Hardware & Software Services  
Software Pricing (Part 1)



Consolidated City of Chicago  
Department of Innovation and Technology

ID	Product	Mfg. Part Number for latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount Landed Cost is Marked)	Amount of Markup	% Discount or Markup (ALL Tiers)	Other Annual Maintenance or Subscription Cost Per Unit if any	Seek/Class Notes	Notes
\$ 0102	ADOBE ACROBAT V10.0 STANDARD FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	630863034F01A00	Each		Discount	15%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	To support the City's cost savings initiative, CDW-G recommends this item be procured under the Adobe Enterprise Licensing Program which will conform to the structure listed in Software Part 2 at a net lower price. See Pricing Notes - Software
\$ 0102	ADOBE ACROBAT V10.0 STANDARD UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	630861904F01A00	Each		Discount	15%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	To support the City's cost savings initiative, CDW-G recommends this item be procured under the Adobe Enterprise Licensing Program which will conform to the structure listed in Software Part 2 at a net lower price. See Pricing Notes - Software
\$ 0103	ADOBE ACROBAT V10.0 STANDARD CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	630863844F00A00	Each	\$0	Discount	15%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the city to explore the most cost effective solutions	CDW-G will provide the City free media download for these items

ID	Product	Qty. Part Number or Street Vendor	Unit of Measure	Rate Price Per Unit (MSRP) (Download, Shared Use, If Available)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, If Any	Back/Load Notes	Notes
S 0104	ADOBE, ACROBAT V10 0 PROFESSIONAL FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	650836814F01A00	Each		Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	To support the City's cost savings program, CDW-G recommends this item be procured under the Adobe Enterprise Licensing Program which will conform to the structure listed in Software Part 2 at a net lower price. See Pricing Notes - Software
S 0105	ADOBE, ACROBAT V10 0 PROFESSIONAL UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	650832344F01A00	Each		Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	To support the City's cost savings program, CDW-G recommends this item be procured under the Adobe Enterprise Licensing Program which will conform to the structure listed in Software Part 2 at a net lower price. See Pricing Notes - Software
S 0106	ADOBE, ACROBAT V10 0 PROFESSIONAL CD SET, CD ONLY NO LIC ORIGINAL MANUFACTURERS DOCUMENTATION INC ON MEDIA (MEDIA DOWNLOAD)	6508831444F00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	CDW-G will provide the City five media download for these items.
S 0107	ADOBE, PAGEMaker PLUS V7 0 2 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	540143974F01A00	Each	\$349	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	
S 0108	ADOBE, PAGEMaker PLUS V7 0 2 CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	275304124F00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	CDW-G will provide the City five media download for these items.



ID	Product	Mfg. Part Number or Asset Version	Unit of Measure	Base Price Per Unit (Include if Discount, Canceled Cost, if Mkt-Req)	Discount or Markup	M. Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if Any	Task/Control Modes	Notes
5 0109	ADOBE, PHOTOSHOP CS5 V11.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65118421AF01A00	Each	\$602	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	
5 0110	ADOBE, PHOTOSHOP CS5 V12.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65118554AF01A00	Each	\$172	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	
5 0111	ADOBE, PHOTOSHOP CS5 V12.0 CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	65118554AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	CDW-G will provide the City free media download for these items.
5 0112	ADOBE, DREAMWEAVER CS5 V11.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65118458AF01A00	Each	\$344	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	
5 0114	ADOBE, DREAMWEAVER CS5 V11.0 CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	65118458AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	CDW-G will provide the City free media download for these items.
5 0115	ADOBE, FLASH PRO CS5 V11.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65117326AF01A00	Each	\$602	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	
5 0116	ADOBE, FLASH PRO CS5 V11.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65117326AF01A00	Each	\$172	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	
5 0117	ADOBE, FLASH PRO CS5 V11.0 CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	65117326AF00A00	Each	\$0	Discount	18%		At this time, Adobe does not offer SaaS for these items, however, if/when available, CDW-G will work with the City to explore the most cost effective solutions.	CDW-G will provide the City free media download for these items.

S 0 Software Pricing Part 1

ID	Product	(Qty. Part Number) or Item version	Unit of Measure	Base Price Per Unit (Include if Discount/Landed Cost is Marked)	Discount or Markup	% Discount or Markup (ALL Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if Any	Stack/Cloud Notes	Notes
5 0119	ADOBE, FRESHAND MX V11.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	651185H4MFO01A00	Each	\$74	Discount	1%		At this time, Adobe does not offer SAAS for these items, however, if/when available, COW-G will work with the city to explore the most cost effective solutions.	
5 0120	ADOBE, FRESHAND MX V11.0, CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	38001178MFO0A00	Each	\$6	Discount	1%		At this time, Adobe does not offer SAAS for these items, however, if/when available, COW-G will work with the city to explore the most cost effective solutions.	COW-G will provide the City free media download for these items.
5 0121	ADOBE, FIREWORKS CSS V11.0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65117604MFO01A00	Each	\$158	Discount	1%		At this time, Adobe does not offer SAAS for these items, however, if/when available, COW-G will work with the city to explore the most cost effective solutions.	
5 0122	ADOBE, FIREWORKS CSS V11.0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65117238MFO01A00	Each	\$129	Discount	1%		At this time, Adobe does not offer SAAS for these items, however, if/when available, COW-G will work with the city to explore the most cost effective solutions.	
5 0124	ADOBE, CONTRIBUTOR CSS VS 0 FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65070188MFO01A00	Each	\$117	Discount	1%		At this time, Adobe does not offer SAAS for these items, however, if/when available, COW-G will work with the city to explore the most cost effective solutions.	
5 0125	ADOBE, CONTRIBUTOR CSS VS 0 UPGRADE FOR WIN 32, LICENSE ONLY NO DISKS/DOC (MEDIA DOWNLOAD)	65070131MFO01A00	Each	\$78	Discount	1%		At this time, Adobe does not offer SAAS for these items, however, if/when available, COW-G will work with the city to explore the most cost effective solutions.	
5 0126	ADOBE, CONTRIBUTOR CSS VS 0, CD SET, CD ONLY NO LIC/DOC (MEDIA DOWNLOAD)	65070134MFO0A00	Each	\$6	Discount	1%		At this time, Adobe does not offer SAAS for these items, however, if/when available, COW-G will work with the city to explore the most cost effective solutions.	COW-G will provide the City free media download for these items.

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Label (if any)	Unit of Measure	Base Price Per Unit (Multiple of Quantity Labeled Cost if Markups)	Discount or Markup	% Discount or Markup (Adj. Total)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Lead/Class Notes	Notes
S 0201	Business Objects 4.0		Each		Markup	1%			Per SAP, individual item pricing is not available for this item. We would like more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed.
S 0202	Auditor 3.1		Each		Markup	1%			Per SAP, individual item pricing is not available for this item. We would like more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed.
S 0203	Web Intelligence 3.1		Each		Markup	1%			Per SAP, individual item pricing is not available for this item. We would like more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed.
S 0204	Designer 3.1		Each		Markup	1%			Per SAP, individual item pricing is not available for this item. We would like more information from the city and will work with SAP on a custom price quote for this item which will then conform to the structure listed.

ID	Product	Qty. Per Number of Unit Version	Unit of Measure	Base Price Per Unit (Include if Discount, Loaded Cost, if Method)	Discount or Markup	% Discount or Markup (ALU, TIPS)	Other Annual Maintenance or Subscription Cost Per Unit, if any.	Task/Cloud Model	Notes
5 0205	Desktop Intelligence 3.1		Each		Markup	DN			Per SAP, individual item pricing is not available for this item. We would require more information from the city and will work with SAP in a common price quote for this item which will then conform to the structure listed.
5 0301	Address Codes		Each		Markup	DN			COW-G will source this manufacturer (this manufacturer is outside of our normal distribution channels), the City's price will conform to a unit plus license and maintenance which provides the best long term costs savings to the City.
5 0302	ArcEditor		Each		Markup	DN			COW-G will source this manufacturer (this manufacturer is outside of our normal distribution channels), the City's price will conform to a unit plus license and maintenance which provides the best long term costs savings to the City.

ID	Product	Qty./Part Number or Item Variable	List or Measure	Base Price Per Unit (Include or Exclude Landed Cost if Marked)	Collative or Markup	% Discount or Markup (All This)	Other Annual Maintenance or Subsequent Cost Per Unit, If Any	Lead/Cloud Note	Notes
S 0303	ArcGIS		Each		Markup	5%		CDW-6 will provide ESI SAAS programs, which are project specific and require additional data to quote	CDW-6 will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0304	ArcGIS 3D Analyst		Each		Markup	5%		CDW-6 will provide ESI SAAS programs, which are project specific and require additional data to quote	CDW-6 will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0305	ArcGIS Data Interoperability		Each		Markup	5%		CDW-6 will provide ESI SAAS programs, which are project specific and require additional data to quote	CDW-6 will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or Item Name	Unit of Measure	Base Price Per Unit (Net of Discount) (Award Code if Market)	Discount or Market	N. Discount or Market (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Stack/Cloud Notes	Notes
S 0306	ArcGIS Data Models		Each		Market	SN		CDW-G will provide ESBI (SAS) programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term worth savings to the City
S 0307	ArcGIS Data Reviewer		Each		Market	SN		CDW-G will provide ESBI (SAS) programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term worth savings to the City
S 0308	ArcGIS Defense Solutions		Each		Market	SN		CDW-G will provide ESBI (SAS) programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term worth savings to the City

S 0 Software Pricing Part 1

ID	Product	Qty per Number or Unit Version	Unit of Measure	Base Price per Unit (with if Discount/Optional Code if Markups)	Discount or Markup	% Discount or Markup (ALL Tiers)	Other Annual Maintenance or Subscribable Code Fee (Yes, if any)	SaaS/Cloud Notes	Notes
S 0309	ArcGIS Editor for OpenStreetMap		Each		Markup	5%		CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0310	ArcGIS Engine		Each		Markup	5%		CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0311	ArcGIS Engineer Desktop		Each		Markup	5%		CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg Part Number or Label Version	Unit of Measure	Base Price Per Unit (Include if Description, Limited Code if Markup)	Discount or Markup	N. Discount or Markup (All This)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Lead/Quote Notice	Notes
S 0312	ArcGIS Explorer Desktop		Each		Markup	N		CDW-G will provide ESR SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer live outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
S 0313	ArcGIS for AutoCAD		Each		Markup	N		CDW-G will provide ESR SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer live outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
S 0314	ArcGIS for Desktop		Each		Markup	N		CDW-G will provide ESR SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer live outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City



S 0 Software Pricing Part 1

ID	Product	Qty. Per Number of Unit/Version	Unit of Measure	Base Price Per Unit (Include if Discount/Landed Cost/Markup)	Discount or Markup	% Discount or Markup (ALL Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Lead/Lead Notice	Notes
S 0315	ArcGIS for Desktop Extensions		Each		Markup	5%		CDW-G will provide ESI SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0316	ArcGIS for Home Use		Each		Markup	5%		CDW-G will provide ESI SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0317	ArcGIS for Desktop		Each		Markup	5%		CDW-G will provide ESI SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Qty. Part Number or Item Version	Unit of Measure	Base Price Per Unit (Add if Discount, Unfold Cost if Markup)	Discount or Markup	N. Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, If Any	Lead/Lead-in Notes	Notes
5 0318	ArcGIS for Windows Mobile		Each		Markup	NA		CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0319	ArcGIS for Server		Each		Markup	NA		CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0320	ArcGIS for Server Extensions		Each		Markup	NA		CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg Part Number or Model Number	Unit of Measure	Base Price Per Unit (Net Price or Discounted Unit Price if Marked)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit (All Items)	Lead/Lead Time	Notes
S-0321	ArcGIS for Server Image Extension		Each		Markup	0%			CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S-0322	ArcGIS for SharePoint		Each		Markup	0%			CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S-0323	ArcGIS for Smartphones and Tablets		Each		Markup	0%			CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Item Version	Unit of Measure	Base Price Per Unit (Minus if Discount, Unless Call for Markup)	Discount or Markup	N Discount or Markup (All In)	Other Annual Maintenance or Subscription Cost Per Unit, if Any	SaaS Cloud Invoice	Notes
S-0124	ArcGIS Geospatial Analyst		Each		Markup	N		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S-0125	ArcGIS Military Analyst		Each		Markup	N		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S-0126	ArcGIS Network Analyst		Each		Markup	N		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1

ID	Product	Qty. Part Number or Unit of Measure	Unit of Measure	Base Price Per Unit (Include Discount, License Cost, if Marked)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit (If Any)	Sales/Cloud Notes	Notes
S 0327	ArcGIS Online		Each		Markup	N/A		CDW-G will provide ESRI SAAS program, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0328	ArcGIS Online Map and Task Services		Each		Markup	N/A		CDW-G will provide ESRI SAAS program, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0329	ArcGIS Publisher		Each		Markup	N/A		CDW-G will provide ESRI SAAS program, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

Item #	Product	Qty. Per Unit of Measure	Unit of Measure	Base Price Per Unit (Model if Discount-Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Lead Time (Days)	Notes
5 0330	ArcGIS Schematics		Each		Markup	5%			CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
5 0331	ArcGIS Spatial Analyst		Each		Markup	5%			CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
5 0332	ArcGIS Tracking Analyst		Each		Markup	5%			CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (Include in Quote), (Landed Cost if Marked)	Discount or Markup	% Discount or Markup (All Taxes)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Mark/Load Notes	Notes
S 0333	ArcGIS Web Mapping API		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0334	ArcGIS Workflow Manager		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0335	ArcGIS		Each		Markup	5%		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Numbers or Input version	Unit of Measure	Best Price Per Unit (Setup or Outgoing, Limited Cost If Markup)	Discount or Markup	% Discount or Markup (All/None)	Other Actual Maintenance or Subscription Cost Per Unit, if any	Lead/Order Note	Notes
5-0336	Arctigo		Each		Markup	DN		CDW-G will provide ESR SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licensing and maintenance which provides the best long term costs savings to the City
5-0337	Arctigo		Each		Markup	DN		CDW-G will provide ESR SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licensing and maintenance which provides the best long term costs savings to the City
5-0338	Arctigonics Navigator		Each		Markup	DN		CDW-G will provide ESR SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licensing and maintenance which provides the best long term costs savings to the City



5.0 Software Pricing Part 1

ID	Product	Mfg Part Number or Other Identifier	Unit of Measure	Base Price Per Unit (Include a Subscription Charge Only if Applicable)	Discount or Markup	Is Division of Markup (All, Yes)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Start/Good Notes	Notes
5 0339	ArctiPac		Each		Markup	SN		CDW-G will provide ESI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
5 0340	ArctiReader		Each		Markup	SN		CDW-G will provide ESI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
5 0341	ArctiScan for ArctiD		Each		Markup	SN		CDW-G will provide ESI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Make Price Per Unit (Make if Discontinued, Listed Cost if Available)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Sales/Close Notes	Notes
S 0342	Architect		Each		Markup	N/A		CDW-G will source (N/A) programs, which are project specific and require additional data to quote	CDW-G will source (N/A) manufacturer (N/A) outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0343	ArchView		Each		Markup	N/A		CDW-G will provide (N/A) programs, which are project specific and require additional data to quote	CDW-G will source (N/A) manufacturer (N/A) outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0344	Business Analyst		Each		Markup	N/A		CDW-G will provide (N/A) programs, which are project specific and require additional data to quote	CDW-G will source (N/A) manufacturer (N/A) outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or Item Number	Unit of Measure	Base Price Per Unit (Include Quantity Discounts, If Applicable)	Discount or Markup	% Discount or Markup (All "Net")	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
S 0345	Business Analyst Desktop		Each		Markup	5%		CDW-G will provide ESI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
S 0346	Business Analyst Online (BAO)		Each		Mark-Up	5%		CDW-G will provide ESI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
S 0347	Business Analyst Online (BAO) API		Each		Markup	5%		CDW-G will provide ESI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City

ID	Product	Mfg. Part Number or Item version	Unit of Measure	Base Price Per Unit (Include Discounts, Landed Cost, Markup)	Discount or Markup	N Discount or Markup (ALL Types)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
S 0348	Business Analyst Online (BAO) for OS		Each		Markup	SN		CDW-G will provide ESB SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0349	Business Analyst Online (BAO) Reports Add-On		Each		Markup	SN		CDW-G will provide ESB SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0350	Business Analyst Server		Each		Markup	SN		CDW-G will provide ESB SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S-0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (Major if Discount Labeled Cost if Markup)	Discount or Markup	% Discount or Markup (All %'s)	Other Annual Maintenance or Subscription Cost Fee, Lic, or any	Lead/Cloud Notes	Notes
5 0351	CityEngine		Each		Markup	5N		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0352	Community Analyst		Each		Markup	5N		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0353	Community Analyst Add-in for ArcGIS for Desktop		Each		Markup	5N		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

5.0 Software Pricing Part 1

Item ID	Product	Mfg. Part Number or Other Version	Unit of Measure	Base Price Per Unit (Include if Discount, Labor Cost if Markup)	Discount or Markup	N Discount or Markup (all fields)	Other Annual Maintenance or Subscription Cost (if applicable)	SaaS/Cloud Notes	Notes
5-0354	Community Analyst App		Each		Markup	N		CDW-G will provide ESBI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5-0355	Community Maps Program		Each		Markup	N		CDW-G will provide ESBI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5-0356	Data Appliance for ArcGIS		Each		Markup	N		CDW-G will provide ESBI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1

ID	Product	Qty. Part Number or Unit Measure	Unit of Measure	Base Price per Unit (Net of Discounts, Credits, and Markup)	Discount or Markup	% Discount or Markup (All-Thing)	Other Actual Maintenance or Subscription Cost per Unit, if any	SaaS/Cloud Notes	Notes
S 0357	Distrubing for ArcGIS		Each		Markup	N/A		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0358	Etn Anthropological Solutions		Each		Markup	N/A		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0359	Etn Defense Mapping		Each		Markup	N/A		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (Not to Exceed if Discount is Applied) (Not to Exceed if Markup)	Discount or Markup	% Discount or Markup (All/Not)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0360	Ein Developer Network (EDN)		Each		Markup	N		CDW-G will provide [S0] SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer (this manufacturer line outside of our normal distribution channels), the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0361	Ein Geospatial Server		Each		Markup	N		CDW-G will provide [S0] SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer (this manufacturer line outside of our normal distribution channels), the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0362	Ein Metadata Solution		Each		Markup	N		CDW-G will provide [S0] SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer (this manufacturer line outside of our normal distribution channels), the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City



S 0 Software Pricing Part 1

ID	Product	Qty. Per Month or Other Variable	Unit of Measure	Base Price Per Unit (Include if Discounted, Quoted Cost if Markup)	Discount or Markup	% Discount or Markup (All-Trip)	Setup, Annual Maintenance or Subscription Cost Per Unit, if any	Sales/Other Notes	Notes
S 0383	Etn Production Mapping		Each		Markup	N/A		CDW-G will provide ESBI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0384	Etn Redistricting		Each		markup	N/A		CDW-G will provide ESBI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0385	Etn Updated Demographics		Each		Markup	N/A		CDW-G will provide ESBI SAAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S-G Software Pricing Part 1

ID	Product	Qty. Part Number or Other Version	Unit of Measure	Reference Price (Unit) (Add-on if Discount Applied Cost if Alternative)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Sales/Cloud Notes	Notes
S 0366	GeoCollector		Each		Markup	5%		CDW-G will provide ESI SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0367	Geodatabase Toolset (GDBT)		Each		Markup	5%		CDW-G will provide ESI SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
S 0368	Geoportal Add-on		Each		Markup	5%		CDW-G will provide ESI SAS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

S 0 Software Pricing Part 1.

ID	Product	Mfg Part Number or Alt. version	Unit of Measure	Base Price Per Line (MSRP) (Discounted) - unless Cost (if Marked)	Discount or Markup	% Discount or Markup (ALL Terms)	Other Annual Maintenance or Subscription Cost Per Line, if any	Lead/Lead Note	Notes
5 0369	Grid Manager		Each		Markup	NA		CDW-G will provide ESI (SaaS) programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0370	Mipples for ArcGIS		Each		Markup	NA		CDW-G will provide ESI (SaaS) programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0371	Mapping and Charting		Each		Markup	NA		CDW-G will provide ESI (SaaS) programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number or Serial Number	Unit of Measure	Base Price Per Unit (Include a Checksum, Labeled Cost if Applicable)	Discount or Markup	% Discount or Markup (ALL Terms)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Model	Notes
S 0372	Military Overlay Editor (MOLE)		Each		Markup	N		CDW-G will provide ESB SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
S 0373	OLAP for ArcGIS		Each		Markup	N		CDW-G will provide ESB SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City
S 0374	Portal for ArcGIS		Each		Markup	N		CDW-G will provide ESB SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term cost savings to the City

ID	Product	Qty. Per Number of Units	Unit of Measure	Enter Price Per Unit (Add or Subtract) (Add or Subtract) (Add or Subtract)	Discount or Markup	N. Discount or Markup (All) (Yes)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Sales/Cloud Needs	Notes
5 0375	StreetMap Premium for ArcGIS		Each		Markup	YN		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0376	Tapestry Segmentation		Each		Markup	YN		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0377	Tracking Server		Each		Markup	YN		CDW-G will provide ESRI SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer line outside of our normal distribution channels, the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City

ID	Product	Mfg. Part Number as listed	Unit of Measure	Base Price Per Unit (MSRP if Available) (Include Cost if Available)	Discount of Markup	% Discount of Markup (All This)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0378	U.S. National Grid Tools for ArcGIS		Each		Markup	5%		CDW-G will provide SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer (the outside of our normal distribution channels), the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0379	WMC Client for ArcGIS		Each		Markup	5%		CDW-G will provide SaaS programs, which are project specific and require additional data to quote	CDW-G will source this manufacturer (the outside of our normal distribution channels), the City's Price will conform to a cost plus structure for both licenses and maintenance which provides the best long term costs savings to the City
5 0401	MuAfee AE Access	AMF12MB18AA	Per Annual License	\$68	Markup	3%			CDW-G has quoted the retail price for these items. We recommend the City utilize a licensing program for addition cost savings
5 0402	MuAfee Total Protection	MTF12MB18AA	Per Annual License	\$49	Markup	3%			CDW-G has quoted the retail price for these items. We recommend the City utilize a licensing program for addition cost savings

S 0 Software Pricing Part 1

ID	Product	Qty. Per Unit of Measure	Unit of Measure	Base Price Per Unit (MSRP If Discount, Lowest Cost If Marking)	Discount or Marking	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Unit, If Any	Lead/Lead Notice	Notes
S 0403	Mcafee Internet Security	MS12EM818AA	Per Annual License	\$40	Marking	7%			In order to provide cost savings to the City, CDW-G is quoting the enterprise licensing program based on 1000 users
S 0404	Mcafee AntiVirus Plus	MAV12EM818AA	Per Annual License	\$33	Marking	7%			In order to provide cost savings to the City, CDW-G is quoting the enterprise licensing program based on 1000 users
S 0405	Mcafee AntiVirus Plus	MAV12EM818AA	Per Annual License	\$33	Marking	7%			In order to provide cost savings to the City, CDW-G is quoting the enterprise licensing program based on 1000 users
S 0501	HP SOFTWARE NETWORK NODE MANAGER ISO FOR WINDOWS, NODE PACK FOR 50 200 NODES, COMPLETE SET, INCLUDES LIC, DISKS, DOC	14834AA	Each	\$2,067	Marking	7%			
S 0502	HP SOFTWARE MAINTENANCE/SUPPORT/SUPPORT RENEWAL FOR NETWORK NODE MANAGER ISO FOR WINDOWS, NODE PACK FOR 50 200 NODES	14834AE	Per Annual License	\$2,067	Marking	7%			
S 0601	MCL CLIENT V3.0 LICENSE, COMPLETE SET, INCLUDES LIC, DISKS, DOC	10-1200-0868	Each	\$87	Marking	7%			
S 0602	MCL USB-HARDWARE KEY LICENSE, COMPLETE SET, INCLUDES LIC, DISKS, DOC	10-1200-0868	Each	\$112	Marking	7%			
S 0603	MCL LINK CLIENT FOR WORKSTATION, COMPLETE SET, INCLUDES LIC, DISKS, DOC	10-1200-0868	Each	\$218	Marking	7%			

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Serial Version	Unit of Measure	Base Price Per Unit (Net@P-17 Discount/Landed Cost if Marked)	Discount or Markup	% Discount or Markup (ALL THRU)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0701	VIA ACCESS 2010 ALL LANGUAGES	077-06154	Each	\$148	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0702	VIA PUBLISHER 2010 ALL LANGUAGES	144-06757	Each	\$103	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0703	VIA INFOPATH 2010 ALL LANGUAGES	527-03568	Each	\$139	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0704	VIA INFOPATH WORK2 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	527-00055	Each	\$179	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0705	VIA LYMC 2010 ALL LANGUAGES	07H-02585	Each	\$35	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0706	VIA LYMC UC/SA ALL LANGUAGES	07H-00583	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0707	VIA MISON OPERATING SYSTEM LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	077-01031	Each	\$500	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0708	VIA OFFICE PRO PLUS 2010 ALL LANGUAGES	79P-03546	Each	\$331	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0709	VIA OFFICE PRO PLUS LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	269-05557	Each	\$515	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft



ID	Product	Qty. Per Number or Unit version	Unit of Measure	Base Price Per Unit (MSRP if Discount/ Loaded Cost if Markup)	Discount or Markup	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0710	VIA OFFICE PRO WIN32 SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	269-07501	Each	\$138	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0711	VIA OFFICE STD 2010 ALL LANGUAGES	021-09744	Each	\$143	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0712	VIA OFFICE STD UC/OA ALL LANGUAGES	021-03338	Each	\$377	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0714	VIA ONENOTE 2010 ALL LANGUAGES	543-05523	Each	\$46	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0715	VIA ONENOTE WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	526-08115	Each	\$72	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0716	VIA PROJECT 2010 ALL LANGUAGES	076-04706	Each	\$349	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0717	VIA PROJECT UC/OA ALL LANGUAGES	076-01810	Each	\$548	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0718	VIA PROJECT PRO 2010 W/ 1 PROJECT SERVER CAL ALL LANGUAGES	M30-01381	Each	\$582	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0719	VIA PROJECT PRO WIN32 WITH 1 CLIENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	M30-00355	Each	\$806	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft

S/O	Product	Mfg. Part Number or Serial Number	Unit of Measure	Base Price Per Unit (Net/GR if Discount, Loaded Cost if Margin)	Discount or Markup	% Discount or Markup (ALL THRU)	Other Annual Maintenance or Subscription Cost (Y/N), if any	Skills/Cloud Needs	Notes
5 0720	VIA PROJECT PRO WIN32 WITH 3 CLIENT SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	100-00912	Each	\$163	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 0721	VIA PUBLISHER 2010 ALL LANGUAGES	164-06757	Each	\$85	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 0722	VIA PUBLISHER WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	164-02412	Each	\$133	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 0723	VIA SHAREPOINT WORKSPACE 2010 ALL LANGUAGES	100-00683	Each	\$85	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 0724	VIA STREETS AND TRIPS 2011 ALL LANGUAGES	817-06556	Each	\$21	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 0725	VIA STREETS AND TRIPS WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	817-06159	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 0726	VIA VISIO PREMIUM 2010 ALL LANGUAGES	100-00989	Each	\$179	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 0727	VIA VISIO PREMIUM LUC/SA ALL LANGUAGES	100-00985	Each	\$488	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 0728	VIA VISIO PREMIUM SA STEP UP VISIO PRO ALL LANGUAGES	100-00986	Each	\$24	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or Part Version	Unit of Measure	Base Price Per Unit (Net of Discount, Loaded Cost, If Applicable)	Discount or Markup	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Unit, If Any	SaaS/Cloud Model	Notes
5 0729	VIA VISIO PRO 2010 ALL LANGUAGES	087-09004	Each	\$299	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0730	VIA VISIO PRO WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	087-01099	Each	\$445	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0731	VIA VISIO PRO WIN32 SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	087-02231	Each	\$255	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0732	VIA VISIO STD 2010 ALL LANGUAGES	086-04531	Each	\$136	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0733	VIA VISIO STD WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	086-01240	Each	\$215	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0736	VIA VISUAL STUDIO LIGHTSWITCH 2011 ALL LANGUAGES	130-00324	Each	\$155	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0737	VIA VISUAL STUDIO LIGHTSWITCH LIC/TA ALL LANGUAGES	130-00322	Each	\$243	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0738	VIA VISUAL STUDIO PREM W/ MSDN SA STEP UP STUDIO PRO W/ MSDN EMBEDDED ALL LANG	WTD-00028	Each	\$1,566	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0739	VIA VISUAL STUDIO PREMIUM 2010 ALL LANGUAGES	WSP-00082	Each	\$2,629	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

S 0 Software Pricing Part 1

ID	Product	Qty. Part Number or Latest Version	Unit of Measure	Base Price Per Unit (Net/Pre-Discount, Limited Cost if Applicable)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if Any	Task/Cloud Notes	Month
5 0740	VIA VISUAL STUDIO PREMIUM W/ MSDN LIC/SA ALL LANGUAGES	HEU-00071	Each	\$4,088	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0741	VIA VISUAL STUDIO PREMIUM W/ MSDN SA STEP UP FROM VSTUDIO PRO W/ MSDN ALL LANG	HEU-00072	Each	\$3,566	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0742	VIA VISUAL STUDIO PRO 2010 ALL LANGUAGES	CSE-00745	Each	\$349	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0743	VIA VISUAL STUDIO PRO W/ MSDN EMBEDDED LIC/SA ALL LANGUAGES	770-00110	Each	\$523	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0744	VIA VISUAL STUDIO PRO W/ MSDN LIC/SA ALL LANGUAGES	CSE-00745	Each	\$523	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0746	VIA VISUAL STUDIO TEST PRO 2010 ALL LANGUAGES	NFP-00081	Each	\$1,059	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0747	VIA VISUAL STUDIO TEST PRO W/ MSDN LIC/SA ALL LANGUAGES	LSD-00181	Each	\$1,848	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0748	VIA VISUAL STUDIO ULTIMATE 2010 ALL LANGUAGES	NMF-00086	Each	\$5,754	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0749	VIA VISUAL STUDIO ULTIMATE W/ MSDN LIC/SA ALL LANGUAGES ANNUAL	RUD-00050	Each	\$4,818	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

ID	Product	Alt Part Number or Alt Version	Unit of Measure	Best Price Per Unit (Net of Discount, Limited Cost If Applicable)	Discount or Markup	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Unit, If Any	Seek-Quoted Notes	Notes
5 0750	VIA VISUAL STUDIO ULTIMATE W/ MSDN LIC/SA ALL LANGUAGES	MSD-00050	Each	\$8,518	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0751	VIA VISUAL STUDIO ULTIMATE W/ MSDN SA STEP UP FROM VSTUDIO PREM W/ MSDN ALL LANG	MSD-00051	Each	\$4,810	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0752	VIA BITALK SERVER BRANCH 2010 PER PROCESSOR ALL LANGUAGES	NIA-00169	Each	\$1,647	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0753	VIA BITALK SERVER BRANCH PER PROCESSOR LISA ALL LANGUAGES	NIA-00147	Each	\$1,158	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0754	VIA BITALK SERVER ENT 1 PROCESSOR LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	PS3-00182	Each	\$20,251	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0755	VIA BITALK SERVER ENT 1 PROCESSOR SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	PS3-00828	Each	\$15,609	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0756	VIA BITALK SERVER ENT 2010 PER PROCESSOR ALL LANGUAGES	PS3-01817	Each	\$18,797	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0757	VIA BITALK SERVER ENT RFD 2010 PER PROCESSOR ALL LANGUAGES	PSH-00253	Each	\$3,949	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0758	VIA BITALK SERVER ENT RFD PER PROC LISA ALL LANGUAGES	PSH-00102	Each	\$2,304	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number of latest version	Unit of Measure	Base Price Per Unit (net of Discount, Limited Cost if Markup)	Discount or Markup	% Discount or Markup (ALL THRU)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Notes	Notes
5 0759	VIA BITTALK SERVER ENT SA STEP UP BITTALK SERVER BRANCH 1 PROC ALL LANGUAGES	F53-01826	Each	\$19,094	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft
5 0760	VIA BITTALK SERVER STD 1 PROCESSOR LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	075-00277	Each	\$4,642	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft
5 0761	VIA BITTALK SERVER STD 2020 PER PROCESSOR ALL LANGUAGES	075-01728	Each	\$4,800	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft
5 0762	VIA BITTALK SERVER STD SA STEP UP BITTALK SERVER BRANCH 1 PROC ALL LANGUAGES	075-01444	Each	\$1,485	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft
5 0763	VIA CORE CLIENT PER DEVICE LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	W04-00002	Each	\$68	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft
5 0764	VIA CORE CLIENT PER USER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	W04-00426	Each	\$68	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft
5 0765	VIA DUET ENT FOR SHAREPOINT AND SAP SERVER 1.0 ALL LANGUAGES	84H-00265	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft
5 0766	VIA DUET ENT FOR SHAREPOINT AND SAP SERVER LIC/SA ALL LANGUAGES	84H-00265	Each	\$33	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft
5 0767	VIA DUET ENT FOR SHAREPOINT AND SAP USER CAL 1.0 ALL LANGUAGES	27H-00264	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2095580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or Unitid version	Unit of Measure	Main Price Per Unit (MSRP if Discount, Landed Cost if Mkt/Reg)	Discount or Markup	% Discount or Markup (All Year)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0768	VIA DUET MS FOR SHAREPOINT AND SAP USER CAL LIC/NA ALL LANGUAGES	JTH-00162	Each	\$83	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0769	VIA DUET MS OFFICE SAP SERVER LICENSE W/SOFTWARE ASSURANCE ALL LANGUAGES	JSS-00683	Each	\$53	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0770	VIA DUET MS OFFICE SAP USER CLIENT LICENSE W/SOFTWARE ASSURANCE ALL LANGUAGES	JSA-01281	Each	\$52	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0771	VIA DYNAMICS CRM DEVICE CLIENT L/SA ALL LANGUAGES	JFA-00140	Each	\$322	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0774	VIA DYNAMICS CRM EXTERNAL CONNECTOR L/SA ALL LANGUAGES	JSA-00117	Each	\$1,613	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0775	VIA DYNAMICS CRM LIMITED DEVICE CLIENT L/SA ALL LANGUAGES	JSA-00088	Each	\$97	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0776	VIA DYNAMICS CRM LIMITED USE ADDITIVE PER DEVICE CAL LIC/NA ALL LANGUAGES	JBJ-01195	Each	\$45	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0777	VIA DYNAMICS CRM LIMITED USE ADDITIVE PER USER CAL LIC/NA ALL LANGUAGES	JBJ-01196	Each	\$45	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0778	VIA DYNAMICS CRM LIMITED USER CLIENT L/SA ALL LANGUAGES	JQA-00446	Each	\$97	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (Net of Discount, Loaded Cost if Mark-Up)	Discount or Markup	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Unit, if any	State/Cloud Based	Notes
5 0779	VIA DYNAMICS CRM SERVER UC/SA ALL LANGUAGES	N9J-00587	Each	\$1,613	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0780	VIA DYNAMICS CRM USER CLIENT USA ALL LANGUAGES	2FA-00333	Each	\$322	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0781	VIA DYNAMICS CRM FULL USE DEVICE CLIENT USA ALL LANGUAGES	2FA-00346	Each	\$226	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0782	VIA DYNAMICS CRM FULL USE USER CLIENT USA ALL LANGUAGES	2FA-00332	Each	\$226	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0783	VIA ENT CAL DEVICE CAL W/SERVICES UC/SA ALL LANGUAGES	75A-00175	Each		Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	This line represents an academic item which is not available under this contract, and will continue to a cost plus structure which as outlined in software pricing part 2. Microsoft Academic Licensing program includes in the price of this item 2 yrs of software insurance



ID	Product	Mfg. Part Number or Vendor Part Number	Unit of Measure	Base Price Per Unit (Model 1 or Model 2) - Vendor Code B (Quantity)	Discount or Markup	% Discount or Markup (All Qty)	Other Annual Maintenance or Subscription Cost Per Unit, if Any	SAAS/Cloud Notes	Notes
5 0784	VIA ENT CAL W/SERVICES LIC/SA ALL LANGUAGES	7MA-00182	Each		Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	This line represents an academic item which is not available under this contract, and will conform to a cost plus structure which is outlined in software pricing part 2. Microsoft Academic Licensing program includes in the price of this item 2 yrs of software assurance
5 0785	VIA ENT CAL W/SERVICES SA STEP UP FROM CORE DEVICE CAL ALL LANGUAGES	7MA-00219	Each		Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	This line represents an academic item which is not available under this contract, and will conform to a cost plus structure which is outlined in software pricing part 2. Microsoft Academic Licensing program includes in the price of this item 2 yrs of software assurance
5 0786	VIA ENT CAL W/SERVICES SA STEP UP FROM CORE USER CAL ALL LANGUAGES	7MA-00230	Each		Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	This line represents an academic item which is not available under this contract, and will conform to a cost plus structure which is outlined in software pricing part 2. Microsoft Academic Licensing program includes in the price of this item 2 yrs of software assurance

S 0 Software Pricing Part 3

ID	Product	Mfg. Part Number or Equivalent	Unit of Measure	Base Price Per Unit (Include a Discount/Limited Qty if Applicable)	Discount or Markup	N. Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Line, if Any	Task/Color/Notes	Notes
5-0787	VIA EXCHANGE DEVICE CAL LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	183-01403	Each	\$67	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft
5-0788	VIA EXCHANGE ENT DEVICE CAL W/ SERVICES LIC/SA ALL LANGUAGES	P01-00279	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft
5-0789	VIA EXCHANGE ENT USER CAL LIC/SA W SERVICES ALL LANGUAGES	P01-00280	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft
5-0790	VIA EXCHANGE HOSTED ENCRYPTION PER USER MONTHLY SUBSCRIPTION ALL LANGUAGES	740-00003	Each	\$18	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft
5-0791	VIA EXCHANGE SERVER ENT 2010 ALL LANGUAGES	395-04385	Each	\$2,638	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft
5-0792	VIA EXCHANGE SERVER ENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	395-02406	Each	\$1,855	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft
5-0793	VIA EXCHANGE SERVER ENT SOFTWARE ASSURANCE STEP UP FROM STD ALL LANGUAGES	395-03042	Each	\$1,531	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft
5-0794	VIA EXCHANGE SERVER EXTERNAL CONNECTOR LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	394-00471	Each	\$13,144	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft
5-0795	VIA EXCHANGE SERVER STD 2010 ALL LANGUAGES	112-04070	Each	\$461	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, IFCMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number (Label Version)	Unit of Measure	Base Price Per Unit (Include if Discount/Landed Cost, If Mar/10)	Discount or Markup	% Discount or Markup (All Taxes)	Owner Actual Maintenance or Subscription Cost Per Unit, if any	Sec/Cloud Notes	Notes
5 0796	VIA EXCHANGE SERVER STD LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	112-02176	Each	\$324	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0797	VIA EXCHANGE STD USER CAL 2010 ALL LANGUAGES	181-04225	Each	\$44	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0798	VIA EXCHANGE STD USER CAL LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	184-00529	Each	\$67	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0801	VIA EXCHGICAL 2010 ALL LANGUAGES DVC/CAL WDSERVICES	PGI-00019	Each	\$27	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0802	VIA EXCHGICAL 2010 ALL LANGUAGES US/ICAL WDSERVICES	PGI-00020	Each	\$27	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0803	VIA EXCHGICAL 2010 ALL LANGUAGES DVC/CAL	181-04224	Each	\$44	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0806	VIA EXCHGSRVEXTCONN 2010 ALL LANGUAGES	184-01302	Each	\$19,676	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0807	VIA FAST SEARCH SERVER SHAREPOINT 2010 ALL LANGUAGES	AIF-00109	Each	\$14,388	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0808	VIA FOREFRONT ENDPOINT PROTECTION PER DEVICE MONTHLY SUBSCRIPTION ALL LANGUAGES	MU-00102	Each	\$5	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

IC	Project	Mfg. Part Number or Other version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Taxes)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5-0809	VIA FOREFRONT ENDPOINT PROTECTION PER USER MONTHLY SUBSCRIPTION ALL LANGUAGES	MEI-00103	Each	\$4	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft
5-0810	VIA FOREFRONT IDENTITY MANAGER 2010 ALL LANGUAGES	7YC-00165	Each	\$9,663	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft
5-0812	VIA FOREFRONT IDENTITY MANAGER EXTERNAL CONNECTOR 2010 ALL LANGUAGES	96C-00140	Each	\$14,387	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft
5-0813	VIA FOREFRONT IDENTITY MANAGER UC/SA ALL LANGUAGES ANNUAL	7YC-00120	Each	\$6,796	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft
5-0814	VIA FOREFRONT IDENTITY MANAGER UC/SA LIVE ALL LANGUAGES	96C-00114	Each	\$6,796	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft
5-0815	VIA FOREFRONT IDENTITY MANAGER PER USER UC/SA ALL LANGUAGES	7YC-00115	Each	\$9	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft
5-0816	VIA FOREFRONT IDENTITY MANAGER USER CAL 2010 ALL LANGUAGES	7YC-00141	Each	\$12	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft
5-0817	VIA FOREFRONT OFFICE COMM SERVER EXT CONN ADD ON SUBSCRIPTION ALL LANGUAGES	HTC-00207	Each	\$9,120	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft
5-0818	VIA FOREFRONT OFFICE COMM SERVER PER DEVICE MONTHLY SUB ALL LANGUAGES	HTC-00086	Each	\$4	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955863 Contract Pricing for Microsoft

ID	Product	Mfg Part Number of latest version	Unit of Measure	Base Price Per Unit (Include if Discount, Landed Cost if Multiple)	Discount of Markup	% Discount or Markup (All Taxes)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Seals/Cloud Notes	Notes
5 0819	VIA FOREFRONT OFFICE COMM SERVER PER USER MONTHLY SUB ALL LANGUAGES	MTC-00087	Each	\$4	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0820	VIA FOREFRONT PROTECT FOR SHAREPOINT INTERNET SITES ADD ON MONTHLY SUB ALL LANGUAGES	PIF-00084	Each	\$9,120	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0821	VIA FOREFRONT PROTECTION EXCHANGE SERVER EXT CONN MONTHLY SUB ALL LANGUAGES	SAD-00028	Each	\$8,700	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0822	VIA FOREFRONT PROTECTION EXCHANGE SERVER PER DEVICE MONTHLY SUB ALL LANGUAGES	NH-00048	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0823	VIA FOREFRONT PROTECTION EXCHANGE SERVER PER USER MONTHLY SUB ALL LANGUAGES	NH-00007	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0825	VIA FOREFRONT THREAT MANAGEMENT GATEWAY 2010 PER PROC ALL LANGUAGES	MVD-00196	Each	\$854	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0826	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT 2010 25 LIC 1 PROC ALL LANGUAGES	MVD-00257	Each	\$48,334	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0827	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT 2010 PER PROC ALL LANGUAGES	MVD-00272	Each	\$3,752	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
5 0828	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT 25 LIC PER PROC L/SA ALL LANGUAGES	MVD-00255	Each	\$33,978	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or Model Version	Unit of Measure	Base Price Per Unit (Add-in's Charge, Limited Qty if Applicable)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SAAS/Cloud Model	Notes
5 0829	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT FROM FIT TMD PER PROC \$ASU ALL LANG	4VD-00620	Each	\$2,038	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0830	VIA FOREFRONT THREAT MANAGEMENT GATEWAY ENT PER PROC L/SA ALL LANGUAGES	4VD-00370	Each	\$2,639	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0831	VIA FOREFRONT THREAT MANAGEMENT GATEWAY PER PROC L/SA ALL LANGUAGES	4VD-00294	Each	\$665	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0832	VIA FOREFRONT THREAT MGMTNT GATEWAY WEB PROT SERVICE PER USER SUB ALL LANGUAGES	3TD-00008	Each	\$6	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0833	VIA FOREFRONT UNIFIED ACCESS GATEWAY EXTERNAL CONNECTOR 2020 ALL LANGUAGES	3PD-00084	Each	\$17,478	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0834	VIA FOREFRONT UNIFIED ACCESS GATEWAY EXTERNAL CONNECTOR LIC/SA ALL LANGUAGE	3PD-00082	Each	\$10,195	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0835	VIA FOREFRONT UNIFIED ACCESS GATEWAY PER DEVICE 2020 ALL LANGUAGES	3TD-00185	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0836	VIA FOREFRONT UNIFIED ACCESS GATEWAY PER DEVICE LIC/SA ALL LANGUAGES	3TD-00181	Each	\$5	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0837	VIA FOREFRONT UNIFIED ACCESS GATEWAY PER USER 2020 ALL LANGUAGES	3TD-00186	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP) / Discount, Landed Cost (if Marked)	Discount or Markup	% Discount or Markup (ALL THRU)	OWP Admin Maintenance or Subscription Cost Per User, if any	SAAS/Cloud Notes	Notes
5 0838	VIA FRONTEND UNIFIED ACCESS GATEWAY PER USER LIC/5A ALL LANGUAGES	87D-00162	Each	\$5	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0839	VIA FRONTEND UNIFIED ACCESS GATEWAY SERVER 2010 ALL LANGUAGES	4WD-00296	Each	\$1,342	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0840	VIA FRONTEND UNIFIED ACCESS GATEWAY SERVER LIC/5A ALL LANGUAGES	4WD-00294	Each	\$1,850	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0841	VIA HIGH PERFORMANCE COMPUTING PACK ENT 2008 R2 ALL LANGUAGES	9TA-00728	Each	\$354	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0842	VIA HIGH PERFORMANCE COMPUTING PACK ENT LIC/5A ALL LANGUAGES	9TA-00726	Each	\$206	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0845	VIA LEARNING SOLUTIONS EREF COMBINATION LIBRARY MONTHLY SUB ALL LANGUAGES	03A-00057	Each	\$66	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0846	VIA LEARNING SOLUTIONS EREF DESKTOP LIBRARY MONTHLY SUBSCRIPTION ALL LANGUAGES	03A-00060	Each	\$33	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0847	VIA LYNC SERVER ENT 2010 ALL LANGUAGES	8PH-00305	Each	\$2,638	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0848	VIA LYNC SERVER ENT DEVICE CAL 2010 ALL LANGUAGES	7AH-00333	Each	\$71	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

ID	Product	Qty. Part Number or Unit or Measure	Unit or Measure	Base Price Per Unit (Net/Net if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Taxes)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0849	VIA LYNC SERVER ENT DEVICE CAL LIC/SA ALL LANGUAGES	TAH-00319	Each	\$50	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0850	VIA LYNC SERVER ENT LIC/SA ALL LANGUAGES	BPH-00241	Each	\$1,855	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0851	VIA LYNC SERVER ENT SA STEP UP FROM LYNC SERVER STD ALL LANGUAGES	BPH-00304	Each	\$1,311	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0852	VIA LYNC SERVER ENT USER CAL 2010 ALL LANGUAGES	TAH-00314	Each	\$71	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0853	VIA LYNC SERVER ENT USER CAL LIC/SA ALL LANGUAGES	TAH-00319	Each	\$50	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0854	VIA LYNC SERVER EXTERNAL CONNECTOR ENT 2010 ALL LANGUAGES	BWH-00079	Each	\$1,316	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0855	VIA LYNC SERVER EXTERNAL CONNECTOR ENT LIC/SA ALL LANGUAGES	BWH-00068	Each	\$916	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0856	VIA LYNC SERVER EXTERNAL CONNECTOR PLUS 2010 ALL LANGUAGES	BWH-00315	Each	\$1,316	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft
5 0857	VIA LYNC SERVER EXTERNAL CONNECTOR PLUS LIC/SA ALL LANGUAGES	BWH-00313	Each	\$916	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2595580) Contract Pricing for Microsoft



D	Product	Mfg. Part Number or Unit's version	Unit of Measure	Base Price Per Unit (Include if Discount, Limited Cost if Markup)	Discount or Markup	% Shrink or Markup (All In)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Stack/Cloud Notes	Notes
5 0858	VIA LYNC SERVER EXTERNAL CONNECTOR STD 2010 ALL LANGUAGES	6UR-00215	Each	\$1,316	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft
5 0859	VIA LYNC SERVER EXTERNAL CONNECTOR STD LIC/SA ALL LANGUAGES	6UR-00213	Each	\$926	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft
5 0860	VIA LYNC SERVER PLUS DEVICE CAL 2010 ALL LANGUAGES	YEG-00423	Each	\$71	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft
5 0861	VIA LYNC SERVER PLUS DEVICE CAL FOR ENT CAL LIC/SA ALL LANGUAGES PROMC	TAH-00319	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft
5 0862	VIA LYNC SERVER PLUS DEVICE CAL LIC/SA ALL LANGUAGES	YEG-00419	Each	\$50	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft
5 0864	VIA LYNC SERVER PLUS DEVICE FOR ENT CAL LIC/SA ALL LANGUAGES	YEG-00443	Each	\$49	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft
5 0865	VIA LYNC SERVER PLUS USER CAL 2010 ALL LANGUAGES	YEG-00424	Each	\$71	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft
5 0866	VIA LYNC SERVER PLUS USER CAL FOR ENT CAL LIC/SA ALL LANGUAGES PROMC	YEG-00444	Each	\$32	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft
5 0867	VIA LYNC SERVER PLUS USER CAL LIC/SA ALL LANGUAGES	YEG-00429	Each	\$50	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 2015580) Contract Pricing for Microsoft

ID	Product	Mfg Part Number or latest version	Units of Measure	Base Price Per Unit (N/A if Discount, Loaded Cost if Margin)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Notes	Notes
5 0869	VIA LYNC SERVER PLUS USER FOR ENT CAL LIC/SA ALL LANGUAGES	YED-00644	Each	\$40	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0870	VIA LYNC SERVER STD 2010 ALL LANGUAGES	8NH-00246	Each	\$461	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0871	VIA LYNC SERVER STD DEVICE CAL 2010 ALL LANGUAGES	6ZH-00417	Each	\$32	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0872	VIA LYNC SERVER STD DEVICE CAL LIC/SA ALL LANGUAGES	6ZH-00413	Each	\$33	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0873	VIA LYNC SERVER STD LIC/SA ALL LANGUAGES	8NH-00244	Each	\$524	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0874	VIA LYNC SERVER STD USER CAL 2010 ALL LANGUAGES	6ZH-00418	Each	\$23	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0875	VIA LYNC SERVER STD USER CAL LIC/SA ALL LANGUAGES	6ZH-00414	Each	\$33	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0878	VIA OFFICE GROOVE ENT SERVICE DEVICE CAL MONTHLY SUBSCRIPTION ALL LANGUAGES	79U-01186	Each	\$33	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0879	VIA OFFICE GROOVE ENT SERVICE USER CAL MONTHLY SUBSCRIPTION ALL LANGUAGES	79U-01076	Each	\$38	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or Stock Version	Unit of Measure	Base Price Per Unit (Add to Discount, Lessed Cost if Multiple)	Discount or Markup	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Stock/Class Notes	Notes
5 0880	VIA OFFICE GROOVE SERVER 2010 ALL LANGUAGES	Y7B-00552	Each	\$3,867	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0881	VIA OFFICE GROOVE SERVER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	Y7B-00234	Each	\$4,834	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0882	VIA OFFICE SHAREPOINT ENT DEVICE CAL UC/2A ALL LANGUAGE	76N-02357	Each	\$39	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0883	VIA OFFICE SHAREPOINT ENT USER CAL UC/2A ALL LANGUAGES	76N-02439	Each	\$38	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0884	VIA OFFICE SHAREPOINT PORTAL CAL PER DEVICE LICENSE/SOFTWARE ASSURANCE ALL LANG	H05-00175	Each	\$69	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0885	VIA OFFICE SHAREPOINT PORTAL SERVER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	H04-00251	Each	\$2,256	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0886	VIA PROJECT SERVER 2010 ALL LANGUAGES	H23-02287	Each	\$3,208	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0887	VIA PROJECT SERVER PER DEVICE 2010 ALL LANGUAGES	H23-02090	Each	\$105	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft
5 0888	VIA PROJECT SERVER PER USER 2010 ALL LANGUAGES	H21-03061	Each	\$105	Discount	17%		CDW-G will provide Microsoft SaaS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 25955861 Contract Pricing for Microsoft

S/G Software Pricing Part 1

No.	Product	Mfg. Part Number or Internet version	Unit of Measure	Best Price Per Unit (Include if Discount, Limited Qty if Applicable)	Discount or Markup	% Discount or Markup (ALL Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Lead/Lead-Off Notes	Notes
5 0889	VIA PROTECT SERVER WIN32 LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	H22-00489	Each	\$2,256	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0890	VIA PROTECT SERVER WIN32 PER DEVICE CLIENT LICENSE/SOFTWARE ASSURANCE ALL LANG	H22-00413	Each	\$74	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0891	VIA PROTECT SERVER WIN32 PER USER CLIENT LICENSE/SOFTWARE ASSURANCE ALL LANG	H22-00597	Each	\$74	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0892	VIA SEARCH SERVER 2010 ALL LANGUAGES	76N-00871	Each	\$10,392	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0893	VIA SEARCH SERVER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	76N-00407	Each	\$7,308	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0895	VIA SHAREPOINT ENT PER DEVICE 2010 ALL LANGUAGES	76N-03480	Each	\$55	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0896	VIA SHAREPOINT ENT PER USER 2010 ALL LANGUAGES	76N-03482	Each	\$55	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0897	VIA SHAREPOINT FOR INTERNET SITES ENT 2010 ALL LANGUAGES	09F-00318	Each	\$26,950	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft
5 0898	VIA SHAREPOINT FOR INTERNET SITES ENT IUC/SA ALL LANGUAGES	09F-00316	Each	\$18,933	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595586) Contract Pricing for Microsoft

ID	Product	Qty. Per Number of Sheet Version	Unit of Measure	Base Price Per Unit (After 1% Discount, Landed Cost, if Markup)	Discount or Markup	% Discount or Markup (All "Yes")	Other Annual Maintenance or Subscription Cost Per Unit, if any	Specialized Notes	Notes
5 0899	VIA SHAREPOINT FOR INTERNET SITES STD 2010 ALL LANGUAGES	CLF-00318	Each	\$7,679	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0900	VIA SHAREPOINT FOR INTERNET SITES STD LIC/SA ALL LANGUAGES	CLF-00316	Each	\$5,400	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0901	VIA SHAREPOINT INTERNET SITES ENT SA STEP UP SHIPPMT INT SITES STD ALL LANGUAGES	OPF-00355	Each	\$13,533	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0902	VIA SHAREPOINT PORTAL SERVER PER USER CLIENT LICENSE/SOFTWARE ASSURANCE ALL LAN	HGS-00445	Each	\$83	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0905	VIA SHAREPOINT SERVER 2010 ALL LANGUAGES	79P-01222	Each	\$3,208	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0906	VIA SHAREPOINT STD PER DEVICE 2010 ALL LANGUAGES	79M-01294	Each	\$63	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0908	VIA SHAREPOINT STD PER UGER 2010 ALL LANGUAGES	79M-01395	Each	\$63	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0910	VIA SQL DEVICE CAL WIN32/NABIT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	859-05789	Each	\$75	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft
5 0911	VIA SQL PER DEVICE 2008 R2 ALL LANGUAGES	859-05678	Each	\$107	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 25955861) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Qty. Per Unit of Measure	Unit of Measure	Base Price Per Unit (Add to Quantity to Determine Total Cost) (If Multiple)	Discount or Markup	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Lic, if Any	Start/Cloud Model	Notes
5.0912	VIA SQL PER USER 2008 R2 ALL LANGUAGES	359-05689	Each	\$107	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5.0933	VIA SQL USER CAL WIN32/64BIT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	359-00993	Each	\$75	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5.0942	VIA SYSTEM CENTER CLIENT MANAGEMENT SUITE PER USE LIC/5A ALL LANGUAGES	MFF-00541	Each	\$17	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5.0943	VIA SYSTEM CENTER CLIENT MANAGEMENT SUITE PER USER LIC/5A ALL LANGUAGES	MFF-00542	Each	\$17	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5.0945	VIA SYSTEM CENTER CONFIGURATION MANAGER OSE CAL MGMT LICENSE LP/5A ALL LANGUAGES	ISA-00172	Each	\$31	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5.0946	VIA SYSTEM CENTER CONFIGURATION MANAGER PER OSE CLT ML 2007 R3 ALL LANGUAGES	ISA-00030	Each	\$41	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5.0948	VIA SYSTEM CENTER CONFIGURATION MANAGER PER USER CLT ML 2007 R3 ALL LANGUAGES	ISA-01261	Each	\$27	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5.0949	VIA SYSTEM CENTER CONFIGURATION MANAGER SERVER 2007 R3 ALL LANGUAGES	ISA-00691	Each	\$27	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5.0952	VIA SYSTEM CENTER CONFIGURATION MANAGER SERVER ML ENT 2007 R3 ALL LANGUAGES	ISA-00655	Each	\$36	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or Alternative	Unit of Measure	Base Price Per Unit (NetB2B If Discount, Loaded Cost If Markup)	Discount or Markup	% Discount or Markup (All/This)	Other Annual Maintenance or Subscription Cost Per Unit, If Any	SaaS/Cloud Notes	Notes
5 0954	VIA SYSTEM CENTER CONFIGURATION MANAGER SERVER ML STD 2007 R3 ALL LANGUAGES	JSA-00881	Each	\$455	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft
5 0955	VIA SYSTEM CENTER CONFIGURATION MANAGER SERVER W/ SQL 2007 R3 ALL LANGUAGES	JSA-00541	Each	\$1,037	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft
5 0957	VIA SYSTEM CENTER CONFIGURATION MANAGER USER CAL MGMT LICENSE USA ALL LANGUAGES	JSA-00172	Each	\$41	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft
5 0958	VIA SYSTEM CENTER DATA PROTECTION ENT MGMT SA STEP UP FROM STD ALL LANGUAGES	TSL-00118	Each	\$31	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft
5 0961	VIA SYSTEM CENTER DATA PROTECTION MANAGER SERVER MGMT LIC ENT 2010 ALL LANGUAGES	CSA-00681	Each	\$138	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft
5 0962	VIA SYSTEM CENTER DATA PROTECTION MANAGER SERVER MGMT LIC STD 2010 ALL LANGUAGES	CVA-00548	Each	\$124	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft
5 0965	VIA SYSTEM CENTER DATA PROTECTION MGR CLT MGMT LIC PER USE 2010 ALL LANGUAGES	PLC-01181	Each	\$19	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft
5 0966	VIA SYSTEM CENTER DATA PROTECTION MGR CLT MGMT LIC PER USER 2010 ALL LANGUAGES	PLC-01184	Each	\$19	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft
5 0968	VIA SYSTEM CENTER ESSENTIALS 2010 ALL LANGUAGES	UCH-02136	Each	\$66	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 15955861 Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Initial version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Task/Cloud Node	Notes
5 0969	VIA SYSTEM CENTER ESSENTIALS CLIENT MANAGEMENT LICENSE 2010 ALL LANGUAGES	4PK-01681	Each	\$11	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft
5 0970	VIA SYSTEM CENTER ESSENTIALS CLIENT MANAGEMENT LICENSE UC/SA ALL LANGUAGES	4PK-01681	Each	\$8	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft
5 0971	VIA SYSTEM CENTER ESSENTIALS UC/SA ALL LANGUAGES	UCH-02155	Each	\$48	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft
5 0973	VIA SYSTEM CENTER ESSENTIALS PLUS CLIENT MGMT UC SUITE UC/SA ALL LANGUAGES	7HF-00385	Each	\$14	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft
5 0974	VIA SYSTEM CENTER ESSENTIALS PLUS SERVER MGMT UC SUITE 2010 ALL LANGUAGES	7HF-00388	Each	\$113	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft
5 0975	VIA SYSTEM CENTER ESSENTIALS PLUS SERVER MGMT UC SUITE UC/SA ALL LANGUAGES	01A-00721	Each	\$183	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft
5 0976	VIA SYSTEM CENTER ESSENTIALS SERVER MANAGEMENT LICENSE 2010 ALL LANGUAGES	01A-01297	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft
5 0977	VIA SYSTEM CENTER ESSENTIALS SERVER MANAGEMENT UC/SA ALL LANGUAGES	01A-00721	Each	\$46	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft
5 0978	VIA SYSTEM CENTER ESSENTIALS W/ SQL 2010 ALL LANGUAGES	IEC-06540	Each	\$547	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (PCMS 2595580) Contract Pricing for Microsoft



ID	Product	Qty Part Number or latest version	Units of Measure	Base Price Per Unit (Include If Discount, Limited Cost If Marquee)	Discount or Markup (All-This)	% Discount or Markup (All-This)	Other Annual Maintenance or Subscription Cost Per Unit, If Any	Sales/Cloud Notes	Notes
5 0979	VIA SYSTEM CENTER ESSENTIALS W/ SQL LIC/ISA ALL LANGUAGES	ETC-00614	Each	\$385	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0983	VIA SYSTEM CENTER OPS MANAGER PER USE CLT ML 2007 R2 ALL LANGUAGES	PTX-01274	Each	\$19	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0984	VIA SYSTEM CENTER OPS MANAGER SERVER 2007 R2 ALL LANGUAGES	JAR-01335	Each	\$466	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0985	VIA SYSTEM CENTER OPS MANAGER SERVER ML STD 2007 R2 ALL LANGUAGES	UNT-00593	Each	\$124	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0986	VIA SYSTEM CENTER OPS MANAGER SERVER W/SOL 2007 R2 ALL LANGUAGES	IFC-00531	Each	\$1,040	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 0988	VIA SYSTEM CENTER OPS MGR PER USER CLT ML 2007 R2 ALL LANGUAGES	JND-00552	Each	\$19	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1000	VIA SYSTEM CENTER OPS MGR SERVER ML ENT 2007 R2 ALL LANGUAGES	JND-00551	Each	\$19	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1002	VIA SYSTEM CENTER SERVICE MANAGER CLIENT MGMT LIC PER USE 2010 ALL LANGUAGES	JND-00553	Each	\$35	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1004	VIA SYSTEM CENTER SERVICE MANAGER CLIENT MGMT LIC PER USER 2010 ALL LANGUAGES	JND-00552	Each	\$35	Discount	17%		CDW-G will provide Microsoft SMS program, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

S 0 Software Pricing Part 1

ID	Product	Qty. Part Number or other version	Unit of Measure	Base Price Per Unit (Add if Discount, Deduct if Markup)	Discount or Markup	% Discount or Markup (All/None)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Sales/Quote Notes	Notes
5 1006	VIA SYSTEM CENTER SERVICE MANAGER SERVER 2010 ALL LANGUAGES	Q179-00180	Each	\$456	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1008	VIA SYSTEM CENTER SERVICE MANAGER SERVER MANAGEMENT LICENSE 2010 ALL LANGUAGES	MVT-00454	Each	\$197	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1020	VIA SYSTEM CENTER SERVICE MANAGER SERVER W/ SQL 2010 ALL LANGUAGES	Q9F-00442	Each	\$115	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1027	VIA SYSTEM CENTER VMM SERVER M1 ENT 2008 R2 ALL LANGUAGES	26C-00570	Each	\$1,640	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1028	VIA SYSTEM CENTER VMM WORKGROUP 2008 R2 ALL LANGUAGES	26C-00571	Each	\$683	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1020	VIA VISUAL STUDIO FOUNDATION SERVER CLIENT PER DEVICE LICENSE/SA ALL LANGUAGES	126-00159	Each	\$396	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1021	VIA VISUAL STUDIO FOUNDATION SERVER LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	125-00113	Each	\$178	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1022	VIA VISUAL STUDIO FOUNDATION SERVER USER CLIENT LISA ALL LANGUAGES	126-00172	Each	\$178	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1023	VIA VISUAL STUDIO LOAD TEST VIRTUAL USER PACK 2010 ALL LANGUAGES	700-00038	Each	\$178	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft

ID	Product	Qty. Per Unit or Unit Version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Loaded Cost if Markup)	Discount or Markup	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Unit, if Any	Start/Close Notes	Notes
S 1024	VIA VISUAL STUDIO TEAM FOUNDATION SERVER 2010 ALL LANGUAGES	125-00962	Each	\$2,368	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft
S 1025	VIA VISUAL STUDIO TEAM FOUNDATION SERVER EXTERNAL CONNECTOR 2010 ALL LANGUAGES	668-00700	Each	\$253	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft
S 1026	VIA VISUAL STUDIO TEAM FOUNDATION SERVER EXTERNAL CONNECTOR LIC/SA ALL LANG	668-00082	Each	\$5,337	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft
S 1027	VIA VISUAL STUDIO TEAM FOUNDATION SERVER PER DEVICE 2010 ALL LANGUAGES	125-01592	Each	\$4,457	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft
S 1028	VIA VISUAL STUDIO TEAM FOUNDATION SERVER PER USER 2010 ALL LANGUAGES	125-01599	Each	\$253	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft
S 1029	VIA WIN HIGH PERFORMANCE COMPUTING SERVER OS USA ALL LANGUAGES	848-00339	Each	\$253	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft
S 1030	VIA WINDOWS EMBEDDED DEVICE MANAGER CLT MGMT LIC PER OSE 2011 ALL LANGUAGES	83H-00503	Each	\$218	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft
S 1031	VIA WINDOWS EMBEDDED DEVICE MANAGER CLT MGMT LIC PER USER 2011 ALL LANGUAGES	83H-00504	Each	\$17	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft
S 1032	VIA WINDOWS EMBEDDED DEVICE MANAGER CLT MGMT LIC PER USER LIC/SA ALL LANGUAGES	83H-00500	Each	\$17	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL, ICMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or Unit of Measure	Unit of Measure	Base Price Per Unit (Add to Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All-Term)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Quote/Cloud Model	Notes
S 1033	VIA WINDOWS HIGH PERFORMANCE COMPUTING SERVER OPERATING SYSTEM 2008 R2 ALL LANG	AAS-00366	Each	\$12	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
S 1034	VIA WINDOWS HIGH PERFORMANCE COMPUTING SERVER SUITE 2008 R2 ALL LANGUAGES	BWA-00549	Each	\$309	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
S 1035	VIA WINDOWS HIGH PERFORMANCE COMPUTING SERVER SUITE LIC/SA ALL LANGUAGES	BWA-00547	Each	\$602	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
S 1046	VIA WINDOWS REMOTE DESKTOP SERVICES DEVICE CLIENT U/SA ALL LANGUAGES	BVC-01291	Each	\$434	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
S 1047	VIA WINDOWS REMOTE DESKTOP SERVICES DEVICE CLIENT U/SA ALL LANGUAGES	BVC-01287	Each	\$56	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
S 1048	VIA WINDOWS REMOTE DESKTOP SERVICES EXT CONN 2008 R2 ALL LANGUAGES	BVC-00318	Each	\$39	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
S 1049	VIA WINDOWS REMOTE DESKTOP SERVICES EXT CONN U/SA ALL LANGUAGES	BVC-00316	Each	\$6,659	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
S 1050	VIA WINDOWS REMOTE DESKTOP SERVICES USER CLIENT 2008 R2 ALL LANGUAGES	BVC-01292	Each	\$3,885	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft
S 1051	VIA WINDOWS REMOTE DESKTOP SERVICES USER CLIENT U/SA ALL LANGUAGES	BVC-01288	Each	\$56	Discount	17%		CDW-G will provide Microsoft SAAS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICAMS 2595580) Contract Pricing for Microsoft

ID	Product	Mfg Part Number or latest version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	SaaS/Cloud Needs	Notes
5 1052	VIA WINDOWS RIGHTS MANAGEMENT SERVICES DEVICE CLIENT 2008 ALL LANGUAGES	798-02260	Each	\$19	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft
5 1053	VIA WINDOWS RIGHTS MANAGEMENT SERVICES EXTERNAL CONNECTOR 2008 ALL LANGUAGES	798-00916	Each	\$24	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft
5 1054	VIA WINDOWS RIGHTS MANAGEMENT SERVICES USER CLIENT 2008 ALL LANGUAGES	798-02318	Each	\$34,308	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft
5 1055	VIA WINDOWS RIGHTS MGMT SERVICES, EXT COMM LICENSE/SOFTWARE ASSURANCE ALL LANG	799-00381	Each	\$24	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft
5 1056	VIA WINDOWS RIGHTS MGMT SERVICES PER DEVICE LICENSE/SOFTWARE ASSURANCE ALL LANG	798-00812	Each	\$8,345	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft
5 1057	VIA WINDOWS RIGHTS MGMT SERVICES PER USER LICENSE/SOFTWARE ASSURANCE ALL LANG	798-00813	Each	\$17	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft
5 1058	VIA WINDOWS SERVER 2008 R2 ALL LANGUAGES	P73-05005	Each	\$17	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft
5 1059	VIA WINDOWS SERVER CLIENT PER DEVICE LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	R18-00129	Each	\$570	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft
5 1060	VIA WINDOWS SERVER DATA CENTER 2008 R2 PER PROCESSOR ALL LANGUAGES	P71-06392	Each	\$29	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (RCMS 25955861) Contract Pricing for Microsoft

ID	Product	Mfg. Part Number or Item Version	Unit of Measure	Base Price/Per User (Label if Discount, Labelled Cost if Multiple)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per User, if any	SaaS/Cloud Notes	Notes
5 1061	VLA WINDOWS SERVER DATACENTER PER PROC L/SA ALL LANGUAGES ANNUAL	P71-0032	Each	\$1,566	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 1062	VLA WINDOWS SERVER DATACENTER PER PROC L/SA ALL LANGUAGES	P71-0032	Each	\$1,101	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 1063	VLA WINDOWS SERVER DATACENTER SOFTWARE ASSURANCE STEP UP FROM WIN ENT PER PROC A	P71-0101	Each	\$1,101	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 1064	VLA WINDOWS SERVER DATACENTER SOFTWARE ASSURANCE STEP UP FROM WIN PER PROC ALL	P71-01342	Each	\$22	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 1065	VLA WINDOWS SERVER DEVICE CLIENT 2008 ALL LANGUAGES	R18-00830	Each	\$769	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 1067	VLA WINDOWS SERVER ENT 2008R2 ALL LANGUAGES	P72-04242	Each	\$89	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 1068	VLA WINDOWS SERVER ENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES ANNUAL	P72-00587	Each	\$1,535	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 1069	VLA WINDOWS SERVER ENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	P72-00587	Each	\$1,080	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft
5 1070	VLA WINDOWS SERVER ENT SOFTWARE ASSURANCE STEP UP ALL LANGUAGES	P72-00796	Each	\$1,080	Discount	17%		CDW-G will provide Microsoft SaaS programs, which are project specific and require additional data to quote	CDW-G will provide the State of IL (ICMS 15955861) Contract Pricing for Microsoft

5.0 Software Pricing Part 1

ID	Product	Qty. Per Unit or Unit of Measure	Unit of Measure	Base Price Per Unit (Include if Discounts, Limited Qty if Markings)	Discount or Markup	% Discount or Markup (All Items)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Notes
5 1071	VIA WINDOWS SERVER EXTERNAL CONNECTOR LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	R3N-00180	Each	\$748	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1072	VIA WINDOWS SERVER EXTERNAL CONNECTOR 2008 ALL LANGUAGES	R3N-00974	Each	\$825	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1073	VIA WINDOWS SERVER IT ANNUM 2008 R2 PER PROCESSOR ALL LANGUAGES	LVA-00887	Each	\$1,115	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1074	VIA WINDOWS SERVER IT ANNUM PER PROC LVA ALL LANGUAGES	LVA-00235	Each	\$1,566	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1075	VIA WINDOWS SERVER PER USER CLIENT LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	R1R-00130	Each	\$1,101	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1076	VIA WINDOWS SERVER STD LICENSE/SOFTWARE ASSURANCE ALL LANGUAGES	R7J-00305	Each	\$28	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1077	VIA WINDOWS SERVER STD SA STEP UP ALL LANGUAGES	R7J-04635	Each	\$333	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1080	VIA WINDOWS SERVER USER CLIENT 2008 ALL LANGUAGES	R1R-01264	Each	\$148	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft
5 1082	VIA WINDOWS WEB SERVER 2008 R2 ALL LANGUAGES	LWA-01184	Each	\$19	Discount	17%		CDW-G will provide the State of IL (ICMS 2595580) Contract Pricing for Microsoft





ID	Product	Mfg. Part Number or Inlet version	Unit of Measure	Base Price Per Unit (Include if Discount, Landed Cost if Markups)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Mark/Class Notes	Notes
\$ 1094	Basic - Bronze	77A-0008	Per Annual License	\$86	Discount	17%			CDW-G will provide the State of IL (ICMS 35955861) Contract Pricing for Microsoft
\$ 1095	Standard - Silver	U75-00030	Per Annual License	\$120	Discount	17%			CDW-G will provide the State of IL (ICMS 35955861) Contract Pricing for Microsoft
\$ 1096	Standard - Gold	U75-00014	Per Annual License	\$132	Discount	17%			CDW-G will provide the State of IL (ICMS 35955861) Contract Pricing for Microsoft
\$ 1097	Standard - Platinum	77A-0003	Per Annual License	\$120	Discount	17%			CDW-G will provide the State of IL (ICMS 35955861) Contract Pricing for Microsoft
\$ 1098	Restricted - Royal	31-00003	Per Annual License	\$132	Discount	17%			CDW-G will provide the State of IL (ICMS 35955861) Contract Pricing for Microsoft
\$ 1100	Advanced Benefits - Perpetual		Each	\$101	Markup	7%			
\$ 1101	Advanced Security - Perpetual		Each	\$1,806	Markup	7%			
\$ 1102	Change Management Pack - Named User Plus Perpetual		Each	\$7	Markup	7%			
\$ 1103	Change Management Pack - Processor Perpetual		Each	\$350	Markup	7%			
\$ 1104	Configuration Management Pack - Named User Plus Perpetual		Each	\$7	Markup	7%			
\$ 1105	Configuration Management Pack - Processor Perpetual		Each	\$350	Markup	7%			

S/O Software Pricing Part 1

ID	Product	Qty Part Number or Weight Value	Unit of Measure	Base Price Per Unit (Include if Discount, Locked Cost) (Markups)	Discount or Markup	% Discount or Markup (All Markups)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Start/End Dates	Notes
5 1106	Data Mining - Named User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$42	Markup	2%			
5 1107	Diagnosics Pack - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$108	Markup	2%			
5 1108	Diagnosics Pack - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$108	Markup	2%			
5 1109	Enterprise Edition - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$101	Markup	2%			
5 1110	Enterprise Integration Gateways - Computer Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$18,708	Markup	2%			
5 1111	Express Analyzer - Named User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1112	Express Objects - Named User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1113	Express Server - Named User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote

S 0 Software Pricing Part 1

ID	Product	Mfg. Part Number or Latest version	Unit of Measure	Base Price Per Unit (Units if Discount/Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All Than)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Lead/Lead Notes	Notes
5 1114	Human Resources - Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$3	Markup	2%			
5 1115	Internet Application Server	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$3,111	Markup	2%			
5 1116	Internet Application Server Enterprise Edition - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$64	Markup	2%			
5 1117	Internet Application Server Enterprise Edition - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$3,664	Markup	2%			
5 1118	Internet Application Server Java Edition - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$12	Markup	2%			
5 1119	Internet Application Server Java Edition - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$584	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1120	Internet Application Server Wireless Edition - Nonstandard	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			
5 1121	Internet Developer Suite - Named User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$1,351	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1122	Procurement - Purchase Line Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			

ID	Product	Qty/Part Number or Unit of Measure	Unit of Measure	Base Price Per Unit (Include if Discount, Loaded Cost if Markups)	Discount or Markup	% Discount or Markup (All Things)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Back/Close Notes	Notes
5 1123	Supplier Portal - Nonstandard User	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	7%			Per Oracle, this item was not previously reviewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1124	Label Security - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	7%			Per Oracle, this item was not previously reviewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1125	OLAP - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$43	Markup	7%			
5 1126	Oracle Active Data Guard - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$576	Markup	7%			
5 1127	Oracle Advanced Compression - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$1,131	Markup	7%			
5 1128	Oracle Database Enterprise Edition - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$84	Markup	7%			
5 1129	Oracle Database Enterprise Edition - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$35	Markup	7%			
5 1130	Oracle Database Enterprise Edition - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$8,755	Markup	7%			
5 1131	Oracle Database Enterprise Edition - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$8,755	Markup	7%			

ID	Product	Mfg. Part Number of Latest Version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Landed Cost if Markup)	Discount or Markup	% Discount or Markup (All/Net)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Lead/Class Notes	Notes
5 1132	Oracle Database Lite - Named User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1133	Oracle Database Standard Edition - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$35	Markup	2%			
5 1134	Oracle Database Standard Edition - Provision Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$1,751	Markup	2%			
5 1135	Oracle Discrete Manufacturing - Application User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1136	Oracle Financials - Application User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$265	Markup	2%			
5 1137	Oracle Financials & Sales Analyzer - Application User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$0	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
5 1138	Oracle Grants - Application User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$328	Markup	2%			
5 1139	Oracle Grants - Application User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$264	Markup	2%			

ID	Product	Qty. Part Number or Unit Version	Unit of Measure	Base Price Per Unit (Noted if Discount, Landed Cost if Markup)	Discount or Markup	% Discount of Markup (All Items)	Other Annual Maintenance or Subscription Cost (Per Unit, if any)	Lead/Class Notes	Notes
5 1140	Oracle Project Costing - Application User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing Agreement (COW-G) City and Oracle to develop a custom quote
5 1141	Oracle Purchasing - Application User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$97	Markup	2%			
5 1142	Oracle Standard Edition One - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$18	Markup	2%			
5 1143	Oracle Standard Edition One - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$583	Markup	2%			
5 1144	Oracle Tutor for Applications - Application User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$128	Markup	2%			
5 1145	Partitioning - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$21	Markup	2%			Per Oracle, this item was not previously renewed and therefore not a part of the existing Agreement (COW-G) City and Oracle to develop a custom quote
5 1146	Partitioning - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	2%			
5 1147	Payroll - Person Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$3	Markup	2%			
5 1148	Internet Developer Suite - Named User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$1,191	Markup	2%			

ID	Product	Qty. Part Number or Unit version	Unit of Measure	Base Price Per Unit (MSRP if Discount, Limited Cost if Markup)	Discount or Markup	% Discount or Markup (All Taxes)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Seek Council Notice	Notes
	Project Billing - Application User								
S 1149		Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	7%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote
S 1150	Real Application Clusters - Named User Plus Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$46	Markup	7%			
S 1151	Real Application Clusters - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$3,485	Markup	7%			
S 1152	Real Application Clusters - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$2,133	Markup	7%			
S 1153	Real Application Clusters - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$2,106	Markup	7%			
S 1154	Real Application Clusters - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$2,497	Markup	7%			
S 1155	Self-Service Human Resources - Person Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$50	Markup	7%			
S 1156	SOA Suite for Oracle Middleware - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$6,107	Markup	7%			
S 1157	Spatial - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$1,236	Markup	7%			
S 1158	Time and Labor - Person Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	See Notes Column	Markup	7%			Per Oracle, this item was not previously renewed and therefore not a part of the existing agreement. CDW-G can work with the City and Oracle to develop a custom quote

ID	Product	Mfg. Part Number or "Best Value"	Units of Measure	Base Price Per Unit (Include if Discount/Loaded Cost if Markups)	Discount or Markup	% Discount or Markup (All Tiers)	Other Annual Maintenance or Subscription Cost Per Unit, if any	Start/End Date	Notes
5 1159	Tuning Pack - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$198	Markup	2%			
5 1160	Tuning Pack - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$198	Markup	2%			
5 1161	User Productivity Kit - UPK, User Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$7	Markup	2%			
5 1162	User Productivity Kit Standard - UPK Developer Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$3,083	Markup	2%			
5 1163	WebCenter - Processor Perpetual	Oracle renewals do not have associated parts, they are based on the original contract	Each	\$6,107	Markup	2%			
5 1165	RED HAT JBOS ENTERPRISE APPLICATION PLATFORM, COMPLETE SET, INCLUDES UC, DEXS, DOC	MCT1149	Each	\$5,754	Markup	2%			CDW-G will provide RedHat SAAS programs, which are project specific, and require additional data to quote
5 1166	RED HAT JBOS ENTERPRISE APPLICATION PLATFORM PREMIUM SUPPORT RENEWAL SUBSCRIPTION FOR ONE YEAR	MCT1149RN	Per Annual License	\$5,754	Markup	2%			CDW-G will provide RedHat SAAS programs, which are project specific, and require additional data to quote
5 1167	RED HAT JBOS LINUX ADVANCED PLATFORM STANDARD SUPPORT RENEWAL SUBSCRIPTION FOR ONE YEAR (UNLIMITED SOCKETS)	MCT0982RN	Per Annual License	\$1,236	Markup	2%			CDW-G will provide RedHat SAAS programs, which are project specific, and require additional data to quote
5 1168	RED HAT JBOS LINUX ADVANCED PLATFORM PREMIUM SUPPORT RENEWAL SUBSCRIPTION FOR ONE YEAR (UNLIMITED SOCKETS)	MCT0982RN	Per Annual License	\$3,060	Markup	2%			CDW-G will provide RedHat SAAS programs, which are project specific, and require additional data to quote





**Department of Innovation and Technology**

**Hardware & Software Services  
Software Pricing (Part 2)**

Company Name:	GDW&G
Company Type:	Distributor/Reseller

ID	Product	Markup	Percent Markup on Cost (ALL Tiers)
5.1169	Active Networks Inc	Markup	5%
5.1170	Actuate (PB Views)	Markup	5%
5.1171	Alfresco, Inc	Markup	5%
5.1172	Apple	Markup	3%
5.1173	Applimation	Markup	5%
5.1174	Autodesk/AutoCAD Products	Markup	3%
5.1175	Avid	Markup	5%
5.1176	B2GNow - Certification & Compliance	Markup	5%
5.1177	BEA	Markup	5%
5.1178	Bentley System	Markup	5%
5.1179	Bindview	Markup	3%
5.1180	BottomLine	Markup	5%
5.1181	Computer Associates	Markup	1%
5.1182	CheckPoint	Markup	1%
5.1183	Citrix Products	Markup	3%
5.1184	Day Software	Markup	5%
5.1185	Corel	Markup	3%
5.1186	Cyber Source (Payment Manager)	Markup	5%

City of Chicago  
 Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services  
 Specification No. 105081  
 Exhibit 2  
 Schedule of Compensation

5.1 Software Pricing Part 2

ID	Product	Markup	Percent Markup on Cost (ALL Tiers)
5 1187	EMC	Markup	3%
5 1188	Extensis	Markup	3%
5 1189	Faronics	Markup	3%
5 1190	FileNet	Markup	5%
5 1191	Fuel Smart	Markup	5%
5 1192	Hitachi	Markup	3%
5 1193	Ideascale (Subscription SW)	Markup	5%
5 1194	Infor Hansen Community Development and Regulation (CDR) module with mobile and Dynamic Portal	Markup	5%
5 1195	Infor Enterprise Asset Management	Markup	5%
5 1196	Integratph Family & Products	Markup	5%
5 1197	Intellireach	Markup	5%
5 1198	Jaws	Markup	5%
5 1199	Jaws annual support/maintenance	Markup	5%
5 1200	Juniper Networks	Markup	1%
5 1201	LANDesk	Markup	1%
5 1202	Legato	Markup	3%
5 1203	Livestream (Subscription SW)	Markup	5%
5 1204	Macromedia	Markup	3%
5 1205	Juniper Networks	Markup	1%
5 1206	MapInfo Location Intelligence and GIS Products -- Pitney Bowes	Markup	5%
5 1207	MCM Technology	Markup	5%
5 1208	MetraTech Billing	Markup	5%
5 1209	MetraTech Law Case Management	Markup	5%
5 1210	Motorola - Customer Service Request, Mobile, Citworks, Administrative Hearings Management System	Markup	3%
5 1211	Neotys Software	Markup	5%
5 1212	Netdimensions	Markup	5%
5 1213	Network Associates	Markup	5%
5 1214	Novell MLA	Markup	3%

City of Chicago

Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services  
 Specification No. 105081

Exhibit 2

Schedule of Compensation

5.1 Software Pricing Part 2

ID	Product	Markup	Percent Markup on Cost (ALL Tiers)
5 1215	Novo Solutions	Markup	5%
5 1216	Nuance	Markup	3%
5 1217	Qarbon	Markup	5%
5 1218	QAS (Expian)	Markup	5%
5 1219	Quark	Markup	3%
5 1220	SmallWorld Geospatial Solutions - General Electric	Markup	5%
5 1221	Socrata (Subscription SW)	Markup	5%
5 1222	Solarwind, Inc	Markup	5%
5 1223	SPSS	Markup	3%
5 1224	SumTotal Time and Attendance	Markup	5%
5 1225	Symantec	Markup	1%
5 1226	Timetrade	Markup	5%
5 1227	Unlisted/Alternate Manufacturers-Software	Markup	5%
5 1228	Unlisted/Alternate Manufacturers-Software annual support/maintenance	Markup	5%
5 1229	Verdiem	Markup	5%
5 1230	Veritas	Markup	1%
5 1231	Vertex	Markup	5%
5 1232	Webfeat	Markup	5%
5 1233	* Adobe Enterprise Program	Markup	1%
5 1234	* Microsoft Academic Programs (pending Microsoft eligibility rules)	Markup	3%
5 1235	HP Software- entire line	Markup	5%

\* See Pricing Notes under "Software #3" and "Notes" column of "Software Pricing 5.0 Part 1" for further clarification

Department of Innovation and Technology

Hardware & Software Services  
Network Equipment Pricing - NEW



ID	Brand	Bundle Number	Product Type	City Standard Item	Price per Unit (New)	Bundle Price (New)	% Discount (New)	Discounted Price (New)	Deployment Cost Per Bundle (Optional)	Shipping Cost Per Bundle	Asset Tag Qty (Optional)	COG Cost (Optional)	Annual Warranty Cost (New)	Notes
6 001	Cisco	1	WS-C3860-24TCL	Catalyst 3860 24 10/100/1000, 4 175W LAN Base Image	\$ 3,295.00	\$ 3,485.00	63%	\$ 1,285.45	\$ 146.47	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 002	Cisco		CON-SMT-C3860G2C	SMARTNET 8K53NBD Catalyst 3860 24 10/100/1000, 4 175W	\$ 190.00									
6 003	Cisco	2	WS-C3860-8PC-S	Catalyst 3860 Compact 8 10/100 PoE + 1 175W, 8P Base Image	\$ 3,395.00	\$ 3,440.00	63%	\$ 1,332.80	\$ 146.47	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 004	Cisco		CON-SMBS-WS-C3860	SMBS 8K53NBD Catalyst 3860 8 10/100	\$ 45.00									
6 005	Cisco	3	WS-C3860-34PS-4	Catalyst 3860 24 10/100/1000T PoE + 4 51P + IPB Image	\$ 5,595.00	\$ 5,809.00	63%	\$ 2,149.33	\$ 146.47	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 006	Cisco		CON-SMBS-3560G2P	SMBS 8K53NBD Catalyst 3560 24 10/100	\$ 214.00									
6 007	Cisco	4	WS-C3860-48PS-5	Catalyst 3860 48 10/100/1000T PoE + 4 51P + IPB Image	\$ 9,495.00	\$ 9,832.00	63%	\$ 3,617.14	\$ 146.47	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 008	Cisco		CON-SMBS-3560G4S	SMBS 8K53NBD Catalyst 3560 48 10/100	\$ 337.00									
6 009	Cisco	5	WS-C3750G-12S-4	Catalyst 3750 12 51P + IPB Image	\$ 11,990.00	\$ 12,397.00	63%	\$ 4,808.89	\$ 146.47	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 010	Cisco		CON-SMT-3750G12E	SMARTNET 8K53NBD Cat 3750 12 51P Enhanced Multilayer Image	\$ 1,077.00									
6 011	Cisco	6	WS-C3750G-24TS-51U	Catalyst 3750 24 10/100/1000 + 4 51P + IPB Image, 18U	\$ 6,995.00	\$ 7,218.00	63%	\$ 2,707.46	\$ 146.47	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 012	Cisco		CON-SMBS-3750G51U	SMBS 8K53NBD Catalyst 3750 24 10/100/1000 + 4 51P	\$ 323.00									
6 013	Cisco	7	WS-C3750G-48TS-5	Catalyst 3750 48 10/100/1000T + 4 51P + IPB Image	\$ 13,995.00	\$ 15,455.00	63%	\$ 5,719.33	\$ 219.71	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 014	Cisco		CON-SMTE-3750G48T	SMARTNET 8K53M Cat 3750 48 10/100/1000T + 4 51P 24	\$ 1,480.00									
6 015	Cisco	8	WS-C3750G-48PS-5	Catalyst 3750 48 10/100/1000T PoE + 4 51P + IPB Image	\$ 15,495.00	\$ 16,000.00	63%	\$ 5,920.90	\$ 219.71	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 016	Cisco		CON-SMBS-3750G48P	SMBS 8K53NBD Cat 3750 48 10/100/1000T PoE + 4 51	\$ 505.00									
6 017	Cisco	9	WS-C3750G-34PS-5	Catalyst 3750 24 10/100/1000T PoE + 4 51P + IPB Image	\$ 7,795.00	\$ 8,095.00	63%	\$ 3,095.15	\$ 146.47	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 018	Cisco		CON-SMBS-3750G34P	SMBS 8K53NBD Catalyst 3750 24 10/100/1000T PoE + 4	\$ 300.00									
6 019	Cisco	10	WS-C4506E-56L-96W+	4506-E Chassis, Two 248 PoE/P Ready Unstack, 568L-E	\$ 18,000.00									
6 020	Cisco		WS-M568-RM5V4E	Catalyst 4500 E-Series 48-Port PoE+ Ready 10/100/1000BASE	\$ 7,495.00	\$ 27,062.00	63%	\$ 10,012.84	\$ 366.18	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 021	Cisco		PWR-C45-1300ACV	4500 1300W AC Power Supply (Data and PoE)	\$ 895.00									
6 022	Cisco		PWR-C45-1300ACV/2	4500 1300W AC Power Supply (Data and PoE)	\$ -									
6 023	Cisco		CON-SMBS-4506E96+	SMBS 8K53NBD 4506-E Chassis, Two	\$ 572.00									
6 024	Cisco	11	WS-C4507E-4	Cat 4500 E-Series, 7-let, no ps	\$ 9,995.00	\$ 41,580.00	63%	\$ 15,124.90	\$ 366.18	\$ 0	\$ 0.00	\$ 0	\$ 0	
6 025	Cisco		PWR-C45-1300ACV	4500 1300W AC Power Supply (Data and PoE)	\$ 895.00									
6 026	Cisco		PWR-C45-1300ACV/2	4500 1300W AC Power Supply (Data and PoE)	\$ -									
6 027	Cisco		WS-M51-SUP7-E	Catalyst 4500 E-Series Supervisor, 8482bits	\$ 19,995.00	\$ 41,580.00	63%	\$ 15,124.90	\$ 366.18	\$ 0	\$ 0.00	\$ 0	\$ 0	

G 0 Network Equip NEW

ID	Brand	Product Type	City Standard Item	Price per Unit (New)	Bundle Price (New)	% Discount (New)	Discounted Price (New)	Department Cost Per Bundle (Optional)	Shipping Cost Per Bundle (Optional)	Asset Tag City (Optional)	CDL Cost (Optional)	Annual Warranty Cost (New)	Notes
6 028	Cisco	K2-100B-CM4	100BASE-CM4 X2 Module	\$ 800.00									is 15% discount off MSRP
6 029	Cisco	CA500E-IP-ES	Paper IP to Etc Services License	\$ 9,995.00									
6 030	Cisco	N7K-C7810-RUN	Nexus 7010 Bundle (CNA8K, SUP1, (1)FAB1, (2)JAC-6RW PSU)	\$ 48,000.00									
6 031	Cisco	N7K-LAN100	Nexus 7000 LAN Enterprise License (L3 protocol)	\$ 15,000.00									
6 032	Cisco	N7K-M14802-11	Nexus 7000 - 48 Port 1G, SFP	\$ 27,000.00									
6 033	Cisco	N7K-M14807-11	Nexus 7000 - 48 Port 10/100/1000, RJ-45	\$ 15,000.00									
6 034	Cisco	CON-SMT-C7008N	SMARTNET 8038NBD, Nexus 7010 Bundle (Chassis, SUP1, (1)FAB1, (2)JAC-6RW PSU)	\$ 7,477.00	\$ 114,127.00	63%	\$ 42,215.94	\$ 366.18	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 035	Cisco	CON-SMT-M148G511	SMARTNET 83511BD Nexus 7000 - 48 Port 1G, SFP, 40G Fabric	\$ 675.00									
6 036	Cisco	CON-SMT-A748G	SMARTNET 83511BD Nexus 7000 - 48 Port 10/100/1000, RJ-45	\$ 375.00									
6 037	Cisco	CON-SMT-A7LAN	SMARTNET 83511BD Nexus 7000 LAN Enterprise Lic	\$ 500.00									
6 038	Cisco	AIR-CT5508-50-K9	5508 Series Controller for up to 50 APs	\$ 22,495.00									
6 039	Cisco	AIR-PWR-5500-AC	Cisco 5500 Series Wireless Controller Redundant Power Supply	\$ 1,495.00	\$ 25,790.00	63%	\$ 9,542.30	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 040	Cisco	CON-SMT-CT0850	SMARTNET 83508 5508 Series Controller	\$ 1,800.00									
6 041	Cisco	AIR-CT5508-12-K9	Cisco 5508 Series Wireless Controller for up to 12 APs	\$ 10,995.00	\$ 11,875.00	63%	\$ 4,393.75	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 042	Cisco	CON-SMT-CT0812	SMARTNET 83511BD Cisco 5508 Series Wn	\$ 840.00									
6 043	Cisco	ASR1002-567B3	ASR1002 w/139-5G, ASR1002-4GB DRAM	\$ 40,000.00									
6 044	Cisco	SFP-GE-T	100GBASE-T SFP (SFP) (SFP) (SFP)	\$ 440.00									
6 045	Cisco	CON-SMT-ASR1X03P	SMARTNET 248734 ASR1X Embedded Services Processor 3GBn	\$ 1,219.00	\$ 44,152.00	63%	\$ 1,616.14	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 046	Cisco	CON-SMT-2503V	SMARTNET 248734 ASR1002 w/139-5G, ASR1002	\$ 1,843.00									
6 047	Cisco	CON-SMT-SASR1X1E	SMARTNET 248734 Cisco ASR 1000 Series	\$ 640.00									
6 048	Cisco	CR030951W9	Cisco 2951 w/3 GE, 4 ETHW, 3 DDP, 3 SM, 256MB CF, 512MB DRAM, JPB	\$ 7,500.00	\$ 8,460.00	63%	\$ 3,100.20	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	Assumptions Network installation consists of connection to network and verifying functionality and based off using Cisco standard Image Annual warranty cost is included in purchase and is included when purchased with hardware for these bundles only For all other purchases, Smartnet will be provided at a
6 049	Cisco	52951UK9-15001M	Cisco 2951 IC25 UNIVERSAL	\$ 960.00									
6 050	Cisco	CON-SMT-2951	SMARTNET 83511BD Cisco 2951 w/3 GE	\$ 960.00									
6 051	Cisco	CR030941W9	Cisco 1941 w/2 GE, 2 ETHW, 256MB CF, 512MB DRAM, IP Base	\$ 1,595.00	\$ 1,740.00	63%	\$ 643.80	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 052	Cisco	CON-SMT-1941	SMARTNET 83511BD Cisco 1941 w/2 GE, 2	\$ 145.00									
6 053	Cisco	AIR-LAP1352AG-A-K9	802.11a/g/n/ac 2.4/5-GHz Mpd Unified AP, 8 RP, TNC, FCC	\$ 1,299.00									
6 054	Cisco	AIR-ANT24220B-3	2.4-GHz 2 dBi Dipole Straight Antenna RP-TNC Black City 1	\$ 19.00									
6 055	Cisco	AIR-ANT51350B-3	5GHz 3 5dBi Back Dipole Antenna w/ RP-TNC connector, City 1	\$ 19.00	\$ 1,391.88	63%	\$ 515.00	\$ 73.24	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 056	Cisco	CON-SM85-LAP1352A	SM85 83511BD 802.11a/g/n/ac 2.4/5-GHz 6 RP-TNC, FCC	\$ 54.88									
6 057	Cisco	CON-SM85-89	Cisco 881 Ethernet Sec Router	\$ 649.00	\$ 672.11	63%	\$ 248.48	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 058	Cisco	CON-SM85-C881	SM85 83511BD Cisco 881 Ethernet Sec Router	\$ 21.11									
6 059	Cisco	CR030810-5-K9	881G FE Sec Router bundle with Adv-IP Serv, 3G Sprint	\$ 1,499.00	\$ 1,525.96	63%	\$ 564.65	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 060	Cisco	CON-SM85-C8815K9	SM85 83511BD 881G FE Sec Router	\$ 26.96									
6 061	Cisco	CR030921W9	Cisco 2921 w/3 GE, 4 ETHW, 3 DDP, 1 SM, 256MB CF, 512MB DRAM, JPB	\$ 3,095.00	\$ 5,245.00	63%	\$ 1,940.65	\$ 146.47	\$ 0	\$ 5.00	\$ 0	\$ 0	
6 062	Cisco	HWIC-1050U-T1	1 Port T1/Fractional T1, DSU/CSU WAN Interface Card	\$ 1,000.00									

6.0 Network Equip NEW

Item #	Brand	Bundle Number	Product Type	Qty/Bundle Price	Price per Unit (New)	Bundle Price (New)	% Discount (New)	Discounted Price (New)	Deployment Cost Per Hour (Optional)	Shipping Cost Per Bundle	Asset Tag Qty (Optional)	CCC Cost (Optional)	Annual Warranty Cost (New)	Notes
6.063	Cisco		CON-SMT-2921	SMARTNET R35XMSD Cisco 2921	\$ 550.00									4.5% discount off MSRP
6.064	Cisco	22	WF-CR605-24TC-L	Catalyst 2960 24 10/100/1000, 4 T/SFP LAN Base Image	\$ 3,295.00	\$ 3,337.00	61%	\$ 1,214.65	\$ 366.18	\$ 50	\$ 3.00	\$ 50	\$ 50	
6.065	Cisco		CON-SMT-2960	Smartnet R35XMSD Cisco 2921	\$ 42.00									
6.066	Cisco		GLC-LH-SM+	GE SFP LC connector LRM transceiver	\$ 995.00									
6.067	Cisco		GLC-SX-MM+	GE SFP LC connector SX transceiver	\$ 500.00				\$102.60 per hour (1 hr minimum)	\$ 50	\$ 5.00	\$ 50	\$ 50	
6.068	Cisco		SFP-GE-T	1000BASE-T SFP (NI863 ES0)	\$ 440.00									
6.069	Cisco		WS-X4424-GB-RJ45	Catalyst 4500 24-Port 10/100/1000 Module (RJ45)	\$ 3,495.00					\$ 50	\$ 7.00	\$ 50	\$ 50	
6.070	Cisco		WS-X4624-SFP-E	Catalyst 4500 E-Series 24-Port GE (SFP)	\$ 20,000.00					\$ 50	\$ 3.00	\$ 50	\$ 50	
6.071	FS		FS Big-IP Local Traffic Manager	FS-BIG-LTM-1600-4G-R	\$ 17,995.00			\$ 16,555.40	\$ 6,300.00	\$ 50	\$ 5.00	\$ 50	\$ 50	
6.072	FS		FS Big-IP Access Policy	FS-BIG-APM-1600-4G	\$ 11,995.00			\$ 11,085.40	\$ 12,150.00	\$ 50	\$ 5.00	\$ 50	\$ 50	
6.073	FS		FS Big-IP Global Traffic	FS-BIG-GTM-1600-4G-R	\$ 27,995.00			\$ 25,755.40	\$ 6,300.00	\$ 50	\$ 5.00	\$ 50	\$ 50	
6.074	FS		FS Big-IP Application Security Manager	FS-BIG-ASM-1600-4G	\$ 14,995.00			\$ 13,795.40	\$ 12,150.00	\$ 50	\$ 5.00	\$ 50	\$ 50	Deployment Cost for ALL FS equipment is for Quantity of 2 per FS's policies
6.075	FS		FS Big-IP Edge Gateway	FS-BIG-EGW-1600-4G-R	\$ 17,995.00			\$ 16,555.40	\$ 4,850.00	\$ 50	\$ 5.00	\$ 50	\$ 50	
6.076	FS		FS Big-IP Link Controller	FS-BIG-LC-1600-4G-R	\$ 15,990.00			\$ 14,710.60	\$ 8,300.00	\$ 50	\$ 5.00	\$ 50	\$ 50	
6.077	FS		FS Big-IP Local Traffic Manager Virtual Edition	FS-BIG-LTM-VE-LAB	\$ 995.00			\$ 913.40	\$ 6,300.00	\$ 50	\$ 5.00	\$ 50	\$ 50	
6.078	FS		FS Big-IP WAN Optimization	FS-BIG-WO3M-1600-4G	\$ 14,995.00			\$ 13,795.40	\$ 4,950.00	\$ 50	\$ 5.00	\$ 50	\$ 50	
6.079	FS		FS Big-IP WebAccelerator	FS-BIG-WBA-1600-4G	\$ 14,995.00			\$ 13,795.40	\$ 7,425.00	\$ 50	\$ 3.00	\$ 50	\$ 50	
6.080	Citrix		Gate NetScaler App Delivery Controller	NETSCALER MPFS5500 (PN MW12000056)	\$ 22,000.00		25%	\$ 16,500.00	20W NetScaler in order to provide an accurate Deployment Cost					
6.081	Citrix		Gate NetScaler Access Gateway	NETSCALER MPFS5500 (PN MW12000056)	\$ 22,000.00		25%	\$ 16,500.00		\$ 50	\$ 5.00	\$ 50	\$ 50	

Department of Innovation and Technology  
 Hardware & Software Services  
 Network Equipment Pricing - REFUBISHED



ID	Brand	Model Number	Product Type	City Standard Item	Price per Unit (Refurbished/Unit)	Standard Price (Manufacturer/Unit)	% Discount (Manufacturer/Unit)	Discounted Price (Manufacturer/Unit)	Development Cost Per Bundle (Optional)	Shipping Cost Per Bundle (Optional)	Admin Tag City (Optional)	COG Cost (Optional)	Annual Warranty Cost (Manufacturer/Unit)	Notes
6.001	Cisco	1	WS-C2960S-24TC-L	Catalyst 2960 24 10/100/1000, 4 T/UP LAN Base Image	\$ 2,374.00	\$ 2,464.00	37%	\$ 1,552.12	\$ 146.47	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.002	Cisco		CON-SMT-C29602C	SMARTNET RESERVED Catalyst 2960 24 10/100/1000, 4 T/UP	\$ 390.00									
6.003	Cisco	3	WS-C3640S-8PC-S	Catalyst 3640 Compact 8 10/100 PoE + 2 T/UP, IP Base Image	\$ 963.00	\$ 1,008.00	37%	\$ 635.04	\$ 146.47	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.004	Cisco		CON-SM80-WSC3648	SMARTNET RESERVED Catalyst 3640 8 10/100	\$ 45.00									
6.005	Cisco	3	WS-C3640S-24P-S	Catalyst 3640 24 10/100/1000T PoE + 4 SFP + 9P Image	\$ 3,357.00	\$ 3,571.00	37%	\$ 2,219.71	\$ 146.47	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.006	Cisco		CON-SM80-S3640PS	SMARTNET RESERVED Catalyst 3640 24 35/	\$ 234.00									
6.007	Cisco	4	WS-C3640S-48P-S	Catalyst 3640 48 10/100/1000T PoE + 4 SFP + 9P Image	\$ 5,697.00	\$ 6,034.00	37%	\$ 3,861.41	\$ 146.47	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.008	Cisco		CON-SM80-S3640S48S	SMARTNET RESERVED Catalyst 3640 48 10/100	\$ 337.00									
6.009	Cisco	3	WS-C3750S-12R-4	Catalyst 3750 12 SFP + 9P Image	\$ 7,734.00	\$ 8,201.00	37%	\$ 5,166.63	\$ 146.47	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.010	Cisco		CON-SMT-3750012E	SMARTNET RESERVED Cat 3750 12 SFP Enhanced Multibuyer Img	\$ 1,007.00									
6.011	Cisco	6	WS-C3750S-24TS-S10	Catalyst 3750 24 10/100/1000 + 4 SFP + 9P Image, 18U	\$ 4,197.00	\$ 4,320.00	37%	\$ 2,847.66	\$ 146.47	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.012	Cisco		CON-SM80-S3750S11U	SMARTNET RESERVED Catalyst 3750 24 10/100/1000 + 4 SFP	\$ 325.00									
6.013	Cisco	7	WS-C3750S-48TS-S	Catalyst 3750 48 10/100/1000T + 4 SFP + 9P Image	\$ 8,397.00	\$ 8,857.00	37%	\$ 5,409.91	\$ 239.71	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.014	Cisco		CON-SMT-3750048T	SMARTNET RESERVED Cat 3750 48 10/100/1000T + 4 SFP 12	\$ 1,460.00									
6.015	Cisco	8	WS-C3750S-48P-S	Catalyst 3750 48 10/100/1000T PoE + 4 SFP + 9P Image	\$ 5,297.00	\$ 5,802.00	37%	\$ 3,375.36	\$ 239.71	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.016	Cisco		CON-SM80-S3750048P	SMARTNET RESERVED Cat 3750 48 10/100/1000T PoE + 4 S	\$ 565.00									
6.017	Cisco	9	WS-C3750S-24P-S	Catalyst 3750 24 10/100/1000T PoE + 4 SFP + 9P Image	\$ 4,677.00	\$ 4,977.00	37%	\$ 3,085.51	\$ 146.47	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.018	Cisco		CON-SM80-S3750024P	SMARTNET RESERVED Catalyst 3750 24 10/100/1000T PoE + 4	\$ 390.00									
6.019	Cisco	10	WS-C4506E-S6L-96W*	4506-E Chassis, Two 24G PoE/Ready Linecards, 4506-E	\$ -									Assumptions: Network installation consists of connection to network and verifying functionality and based off using Cisco standard image. Annual warranty cost is included in Smartnet purchase and is included when purchased with hardware for these bundles only. For all other purchases, Smartnet will be provided at a 38% discount off MSRP.
6.020	Cisco		WS-24648-R4506-E	Catalyst 4506 E Series 48 Port PoE - Ready 10/100/1000/40G	\$ 5,172.00	\$ 6,431.00	37%	\$ 4,051.93	\$ 346.18	\$ 5.00	\$ 5.00	\$ 50	\$ 0	
6.021	Cisco		PWR-C45-1300ACV	4500 1300W AC Power Supply (Data and PoE)	\$ 687.00									
6.022	Cisco		PWR-C45-1300ACV/2	4500 1300W AC Power Supply (Data and PoE)	\$ -									
6.023	Cisco		CON-SM80-4506026*	SMARTNET RESERVED 4506 E Chassis, Two	\$ 372.00									
6.024	Cisco		WS-C4506E-8	Cat 4506 E Series, 7-dim, no ps	\$ 6,897.00									
6.025	Cisco		PWR-C45-1300ACV	4500 1300W AC Power Supply (Data and PoE)	\$ 687.00									
6.026	Cisco		PWR-C45-1300ACV/2	4500 1300W AC Power Supply (Data and PoE)	\$ -									
6.027	Cisco		WS-4506-S10T7-L	Catalyst 4506 E Series Supervisor, 8480bytes	\$ -	\$ 7,998.00	37%	\$ 5,088.74	\$ 346.18	\$ 5.00	\$ 5.00	\$ 50	\$ 51,074.90	
6.028	Cisco		KT-5008-CHM*	100BASE-CM 82 Module	\$ 414.00									
6.029	Cisco		C4500T-IP-ES	Power IP to Ext Services License	\$ -									
6.030	Cisco	12	NTK-CT010B-RUN	Network 7010 Bundle (Chassis, SFP1, 10P, 48G, 2) (J1AC, 48W, 96U)	\$ 33,103.00									
6.031	Cisco		NTK-LAN1ES	Network 7000 LAN Enterprise License (1.3 protocols)	\$ -									
6.032	Cisco		NTK-4074805-11	Network 7000 48 Port 10, SFP	\$ 14,300.00					\$ 5.00				
6.033	Cisco		NTK-MO18027-11	Network 7000 48 Port 10/100/1000, 80 45	\$ -									
6.034	Cisco		CON-SMT-C7010B	SMARTNET RESERVED, Network 7000 Bundle (Chassis, SFP1, 10P, 48G, 2) (J1AC, 48W, 96U)	\$ 7,477.00	\$ 58,430.00	37%	\$ 37,410.00	\$ 346.18		\$ 5.00	\$ 50	\$ 0	

ID	Brand	Model Number	Product Type	City Standard Item	Unit Price per Line (Multi/Single/Port)	Quantity Price (Multi/Single/Port) (Used)	Discounted Price (Multi/Single/Port) (Used)	Development Cost Per Bundle (Optional)	Shipping Cost Per Bundle	Asset Tag City (Optional)	COG Cost (Optional)	Annual Warranty Cost (Multi/Single/Port) (Used)	Notes
6-035	Cisco		CON-SMT-M1480S11	SMARTNET RGS3480 Nexus 7000 48 Port 10, SFP, 400 Fabric	\$ 875.00				50				
6-036	Cisco		CON-SMT-N1485	SMARTNET RGS3480 Nexus 7000 48 Port 10/20/1000, N145	\$ 375.00								
6-037	Cisco		CON-SMT-N174N	SMARTNET RGS3480 Nexus 7000 24 Port Enterprise Lic	\$ 900.00								
6-038	Cisco	13	ARR-CT3508-S4-K9	5508 Series Controller for up to 16 50 APs	\$ 15,620.00								
6-039	Cisco		ARR-PWR-5500-AC	Cisco 5500 Series Wireless Controller Redundant Power Supply	\$ 1,695.00			\$ 146.47	50	\$ 5.00	\$ 50	\$ 50	
6-040	Cisco		CON-SMT-CT3000	SMARTNET RGS3480 5508 Series Control	\$ 1,800.00								
6-041	Cisco	14	ARR-CT3508-12-K9	Cisco 5508 Series Wireless Controller for up to 12 APs	\$ 7,630.00			\$ 146.47	50	\$ 15.00	\$ 50	\$ 50	
6-042	Cisco		CON-SMT-CT3012	SMARTNET RGS3480 Cisco 5508 Series W	\$ 880.00								
6-043	Cisco	15	ARR-1002-65-09	SMARTNET w/ESP-SG-ARR-608 DRAM	\$ 305.00								
6-044	Cisco		SFP-GE-T	SMARTNET 240778 A001K Embedded Services Processor 30Mbps	\$ 1,279.00								
6-045	Cisco		CON-SMT-A1K-CT5P	SMARTNET 240778 A001K Embedded Services Processor 30Mbps	\$ 1,843.00			\$ 146.47	50	\$ 5.00	\$ 50	\$ 50	
6-046	Cisco		CON-SMT-2108R	SMARTNET 240778 A001K w/ESP-SG-A1K4E3	\$ 640.00								
6-047	Cisco		CON-SMT-240778	SMARTNET 240778 Cisco ASR 2000 Series	\$ 5,172.00								
6-048	Cisco	16	DISC02951/W9	Cisco 2951 w/9 SL4 800W/2.9 DDP 2 8M 25MAM CF 512MB DRAM JPW	\$ 1,145.00								
6-049	Cisco		159111UD-15002M	Cisco 2951 IOS Universal	\$ 960.00								
6-050	Cisco		CON-SMT-2951	SMARTNET RGS3480 Cisco 2951 w/7 GE	\$ 1,000.00								
6-051	Cisco		DISC00141/W9	Cisco 1941 w/2 GE2 80W/1.25MAM CF 512MB DRAM JP Base	\$ 345.00								
6-052	Cisco		CON-SMT-1941	SMARTNET RGS3480 Cisco 1941 w/2 GE2	\$ 896.00								
6-053	Cisco		ARR-LAP12526-A-K9	WTE 11xM/n 4E 2 4/5-GHz Mod Unified AP, 6 BP TNC, FCC	\$ 54.88								
6-054	Cisco		ARR-ANT242108-R	2.4 GHz 2.2 db Double Straight Antenna w/TNC Black Qty 1	\$ 448.00								
6-055	Cisco		ARR-ANT513508-R	5GHz 3.5db Black Dipole Antenna w/TNC connector, Qty 1	\$ 71.11								
6-056	Cisco		CON-SMRS-LAP11312A	SMRS RGS3480 802.11a/b/g-n 4E 2 4/5 GHz 6 BP TNC, FCC	\$ 54.88								
6-057	Cisco	19	DISC081-R9	Cisco 881 Ethernet Set Router	\$ 448.00								
6-058	Cisco		CON-SMRS-C881	SMRS RGS3480 Cisco 881 Ethernet Set Router	\$ 71.11								
6-059	Cisco	20	DISC08116-4-K9	8816 PE Set Router bundle with Adv IP Serv, 80 Sps/Sec	\$ 26.96								
6-060	Cisco		CON-SMRS-C881160	SMRS RGS3480 8816 PE Set Router	\$ 2,348.00								
6-061	Cisco	21	DISC081160	CMR-2921 w/9 SL4 80W/1.25MAM CF 512MB DRAM JPW	\$ 890.00								
6-062	Cisco		WTE-1011U-T1	8 Port 11n Transceiver T1 (S1) with interface Card	\$ 550.00								
6-063	Cisco		CON-SMT-2921	SMARTNET RGS3480 Cisco 2921	\$ 2,214.00								
6-064	Cisco	22	W9-C29600-24T1C4	Catalyst 2960 24 10/100/1000, 4 T/SFP LAN Base Image	\$ 41.00								
6-065	Cisco		CON-SMT-2960	SMARTNET RGS3480 Cisco 2921	\$ 687.00								
6-066	Cisco		GLC-S15MM	GE SFP, LC connector, 155M transceiver	\$ 305.00								
6-067	Cisco		GLC-SX-MM	GE SFP, LC connector, SX transceiver	\$ 305.00								
6-068	Cisco		SFP-GE-T	SMARTNET RGS3480 10/100/1000, 4 T/SFP LAN Base Image	\$ 305.00								

Assumptions: Network installation consists of connection to network and verifying functionality and tested off using Cisco standard image. Annual warranty cost is included in Smartnet purchase and is included when purchased with hardware for these bundles only. For all other purchases, Smartnet will be provided at a 38% discount off MSRP.



Department of Innovation and Technology

Hardware & Software Services  
Maintenance & Support Pricing



Company Name	Doing Business As	Company Type	Disability Status
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Group 1 ID	Cost Item	Apple Products			Rugged Tablet and Notebooks
		Apple iMac	Apple MacBook	Apple iPad	
	Warranty Services				
7 020	Standard Warranty Description	1 Year Limited Warranty 90 Days Phone consulting and tech support, 1yr warranty	1 Year Limited Warranty 90 Days Phone consulting and tech support, 1yr warranty	1 Year Limited Warranty 90 Days Phone consulting and tech support, 1yr warranty	3 year toll-free technical support, 24 hours a day, 365 days a year, overnight shipping with priority exchange program
7 030	Annual Extended Warranty Cost per Unit	\$ 87 17	\$ 76 28	\$ -	\$ 44 33
7 050	Extended Warranty Description	5 Year Repair coverage for IMAC	4 Year Accidental Damage Laptop Coverage for MacBook	Not Available	5 year toll-free technical support, 24 hours a day, 365 days a year,
ID	Other Maintenance and Service Costs				
7 060	Standard Onsite Hardware Installation (not included under HW pricing)	Onsite Hardware Installation	Onsite Hardware Installation	Onsite Hardware Installation	Onsite Hardware Installation
7 070	Service Description				
	Unit of Measure				
	Cost per Unit	\$ 81 90	\$ 81 90	\$ 81 90	\$ 81 90
	Cost per Unit	No Bid	No Bid	No Bid	No Bid
7 080	Maintenance and Support (not included in 1 001 or 1 002)				
	Critical Support				
7 071	Service Description	No Bid	No Bid	No Bid	No Bid
	Unit of Measure				
	Cost per Unit	No Bid	No Bid	No Bid	No Bid
	Serious Support				
7 072	Service Description	No Bid	No Bid	No Bid	No Bid
	Unit of Measure				
	Cost per Unit	No Bid	No Bid	No Bid	No Bid
	Minor Support				
7 073	Service Description	No Bid	No Bid	No Bid	No Bid
	Unit of Measure				
	Cost per Unit	No Bid	No Bid	No Bid	No Bid

City of Chicago  
Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services

Specification No 105081

Exhibit 2

Schedule of Compensation

7.0 Maintenance & Support Pricing

Group 1	Cost Item	Apple Products			Rugged Tablet and Notebooks
		Apple iMac	Apple MacBook	Apple iPad	
7 074	Routine Support	No Bid	No Bid	No Bid	
	Service Description Unit of Measure Cost per Unit				
7 080	Training (associated with the deployment of new equipment/hardware)	No Bid	No Bid	No Bid	
	Service Description Unit of Measure Cost per Unit	CDW-G will, during the same visit complete installation of new equipment, provide a basic training/skills transfer consisting simply of (powering on and off device, initial use sequence of events, etc )	CDW-G will, during the same visit complete installation of new equipment, provide a basic training/skills transfer consisting simply of (powering on and off device, initial use sequence of events, etc )	CDW-G will, during the same visit complete installation of new equipment, provide a basic training/skills transfer consisting simply of (powering on and off device, initial use sequence of events, etc )	CDW-G will, during the same visit complete installation of new equipment, provide a basic training/skills transfer consisting simply of (powering on and off device, initial use sequence of events, etc )
		\$0	\$0	\$0	\$0

7.0 Maintenance & Support Pricing

Group 1	ID	Cost Item	Servers	Storage Solutions	Network Equipment (bundles)	Notes
		Warranty Services				
7 020		Standard Warranty Description	Years per laborable is included as part of the STANDARD warranty. After Year 3, COW-G will work with the manufacturer to get POST-WARRANTY cases	EMC - Hardware 3 Years Enhanced Support- includes 24x7 technical support and remote trouble shooting along with next day onsite response	Cisco - OS 8K5XNBD for STD Smartnet on most products. Includes 24x7 tech support - both by phone and online, next business day hardware replacement, technician is dispatched to replace equipment, IOS updates, Access to Cisco's site for tech support cases and IOS updates	For server support we provided an example of HP's support contract based on standard specifications of a DL360, Cisco warranties are purchased annually, EMC price depends on individual products
7 030		Annual Extended Warranty Cost per Unit	TBD	TBD	TBD	
7 040		Extended Warranty Term (Years)	4	TBD	1	
7 050		Extended Warranty Description	Extended one year onsite next business day coverage	Beyond the EMC Warranty, extended warranty is provide	Cisco - OS 8K5XNBD for STD Smartnet on most products. Includes 24x7 tech support - both by	
ID		Other Maintenance and Service Costs				
7 060		Standard Onsite Hardware Installation (not included under HW pricing)	enterprise/windows	enterprise/windows	enterprise/windows	
7 070		Break Fix for out of warranty peripherals and equipment	enterprise/windows	enterprise/windows	enterprise/windows	
		Service Description				
		Unit of Measure				
		What is the avg length of incident resolution	TBD	TBD	TBD	
		Cost per Unit	\$ 80.00	\$ 80.00	\$ 80.00	Enterprise \$150
		Break Fix Total				
7 080		Maintenance and Support (not included in 1 001 or 1 002)				
7 071		Critical Support	2 to 4 hr response, 24 hr resolution	2 to 4 hr response, 24 hr resolution	2 to 4 hr response, 24 hr resolution	
		Service Description				
		Unit of Measure				
		Cost per Unit	\$95	\$95	\$95	
7 072		Serious Support	2 work days	2 work days	2 work days	
		Service Description				
		Unit of Measure				
		Cost per Unit	\$95	\$95	\$95	
7 073		Minor Support	5 workdays	5 workdays	5 workdays	
		Service Description				
		Unit of Measure				
		Cost per Unit	\$70	\$70	\$70	
7 074		Routine Support				

7.0 Maintenance & Support Pricing

Group 1	Cost Item	Service Description	Servers	Storage Solutions	Network Equipment (bundles)	Notes
	Unit of Measure		5 days or more with concurrence of client	5 days or more with concurrence of client	5 days or more with concurrence of client	
	Cost per Unit		\$70	\$70	\$70	

Group 2	Standard Rate Card for Labor Categories	Hourly Pay Rate	Markup	Hourly Total Cost	Industry Certification Guidelines
7 111	Technical Trainer/Instructor	\$ 75.00	10%	\$ 82.50	Certified Technical Trainer CompTia CTT+
7 112	Project Manager	\$ 75.00	10%	\$ 82.50	PMP, CAPM, MPM, CPM
7 113	Subject Matter Expert	* VARIES	* VARIES	* VARIES	5+ Years of Demonstrated and Practical Experience in the Target Subject
7 114	Network Administrator	\$ 75.00	7%	\$ 80.25	MCSE
7 115	Senior Network Engineer	\$ 105.00	10%	\$ 115.50	CCNP
7 116	Junior Network Engineer	\$ 80.00	7%	\$ 85.60	CCNA
7 117	Senior Network Technician	\$ 75.00	10%	\$ 82.50	CCENT
7 118	Junior Network Technician	\$ 60.00	7%	\$ 64.20	CCT
7 119	Senior Computer Software/Integration Analyst	\$ 85.00	10%	\$ 93.50	Associate or Bachelor Degree in computer or information systems, computer science or information technology
7 12	Junior Computer Systems Analysts	\$ 70.00	7%	\$ 74.90	Associate or Bachelor Degree in computer or information systems, computer science or information technology
7 121	Junior Developer	\$ 80.00	7%	\$ 85.60	MCPD Microsoft Certified Professional Developer
7 122	Senior developer	\$ 100.00	10%	\$ 110.00	MCSO Microsoft Certified Solutions Developer

\* VARIES: The rate is based on the specific technical subject area and expertise required as specified in the Statement of Work

EXHIBIT 3  
SPECIAL CONDITIONS REGARDING  
MBE/WBE COMMITMENT



120 S. Riverside Plaza  
Chicago, IL 60606

Phone: 312.705 9700  
Fax 847.419 6200  
Toll-free 800 808 4239

CDWG.com

08/27/2014

Jaime L. Rhee  
Chief Procurement Officer  
Department of Procurement Services  
Room 403, City Hall  
121 North LaSalle Street  
Chicago, IL 60602

RE: Specification 105081: Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services; M/WBE Commitment

Dear Ms. Rhee:

CDW Government LLC confirm our commitment to the MBE and WBE requirements as specified in our Agreement with the City of Chicago for Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services.

In the performance of Services rendered via Task Orders under the following scope categories, CDW Government LLC commits to the minimum respective MBE and WBE participation goals:

TASK	MBE Goal	WBE Goal
Hardware Deployment	70%	20%
General Installations	70%	20%
General Break Fix	55%	15%
Training	48%	12%

Our participation plan will be directly performed by the following two certified firms:

- KBS Computer Services
- Advotek Inc.

These firms will be utilized, as their certifications remain current, in response to future Task Orders issued by the City for their services in the identified scope categories. Additionally, CDW Government LLC will utilize good faith efforts to maximize MBE and WBE participation wherever possible.

Sincerely,

Thomas R Stien

Regional Manager  
State and Local Government  
CDW•G



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 403  
Chicago, Illinois 60602-1284  
Fax: 312-744-3281

**SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES MBE & WBE**

**SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT  
AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL  
SERVICES**

**I. POLICY AND TERMS**

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the consultant shall not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

**Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.**

Accordingly, the Consultant commits to make Good Faith Efforts to expend at least the following percentages of the total contract price- product costs are exempt of MBE/WBE goals (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs

	Task	Description	% MBE Participation	% WBE Participation
A.	Hardware /Equipment	Laptops, desktops, servers, network equipment and peripherals and other equipment that can be purchased directly from manufacturer or value added resellers (VAR)	0%	0%
B.	Software Licenses and subscriptions	Licenses and/or subscriptions	0%	0%



**SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT**

	Task	Description	% MBE Participation	% WBE Participation
C.	Hardware deployment <b>TASK ORDER BASIS</b>	Physical installation, hardware staging, asset tagging, loading of profiles, some imaging (for software that is not installed at OEM), provisioning, joining to domain, set up network drives, printer drivers, project base support, wireless cards installation and setup and possible physical installation of Toughbooks into vehicles, decommissioning process (removal of old hardware/assets, hard drive erasure and destruction, overall e-waste disposal)	70%	20%
D.	General Installations <b>TASK ORDER BASIS</b>	Physical installation of peripherals such projectors and large monitors	70%	20%
E.	Warranty Services <b>NOT AWARDED</b>	Break fix services related to standard and extended warranty services, including pickup and replacement of damaged goods	0%	0%
F.	General Break Fix <b>TASK ORDER BASIS</b>	Time and materials repairs of all out-of-warranty, non-supported devices.	55%	15%
G.	Proprietary Software Services	Services for Software WITHOUT an ecosystem of support vendors (e.g. highly specialized proprietary software). Training on software, professional services related to integration, customization and enhancement of proprietary software	0%	0%
H	Software as a Service (SaaS)	Professional services related to SaaS integration and or customization and enhancement WITHOUT an ecosystem of support vendors (e g highly specialized proprietary SaaS applications).	0%	0%
I.	Training <b>TASK ORDER BASIS</b>	Training related to the installation of new hardware or software	48%	12%

The commitment is met by the consultant's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Consultant's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts of such contractor), or by any combination of the foregoing

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan**

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

as either a MBE or a WBE, but not both to demonstrate compliance with the contract goals.

As noted above, the consultant may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the consultant shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the consultant to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

The consultant also may, with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

### II. DEFINITIONS

- a "Area of Specialty" means the description of a MBEs or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit towards this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

**NOTICE:** The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- b "B E P D" means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the consultant in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.
- d "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- e "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

City of Chicago or his or her designee

- g "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement
- h "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract
- i "Consultant" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity
- j "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals
- k "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Consultants are responsible for verifying the current certification status of all proposed MBE, and WBE firms
- l "Good Faith Efforts" means actions undertaken by a bidder or consultant to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements
- m "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Consultant's business (Note no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts held by that consultant )
- n "Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest
- o "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- p "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago
- q "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- r. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois

### III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet the contract's MBE/WBE participation goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- B The joint venture may be eligible for credit towards the contract's MBE/WBE participation goals only if
  - 1 The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest,
  - 2 The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk,
  - 3 Each joint venture partner executes the bid to the City, and
  - 4 The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.
- C The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied.

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the contract's MBE/WBE participation goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the contract's MBE/WBE participation goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the contract's MBE/WBE participation goals.

### D Schedule B MBE/WBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its proposal a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to

- 1 The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding,
- 2 Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity,
- 3 Work items to be performed under the supervision of the MBE or WBE joint venture partner, and
- 4 The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**Notice:** Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

**Notice:** The City requires that, whenever a joint venture is proposed as the prime Consultant, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION, TO BE EXECUTED BY A PARTNERSHIP, and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

### IV. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

**Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals.** For example, a firm certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. **Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- A Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals
  - 1 The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - 2 A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
  
- B Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.
  
- C If the MBE or WBE performs the work itself
  - 1 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract.

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime consultant or its affiliate). **0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals**

- D If the MBE or WBE is a manufacturer
- 1 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or consultant
- E If the MBE or WBE is a distributor or supplier
- 1 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals
- F If the MBE or WBE is a broker
- 1 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals
  - 2 As defined above, Brokers provide no commercially useful function
- G If the MBE or WBE is a member of the joint venture consultant/bidder
- 1 A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals, or
  - 2 If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B
  - 3 A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted
- H If the MBE or WBE subcontracts out any of its work
- 1 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals
  - 2 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by C 1 above)
  - 3 The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services
  - 4 The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

customarily allowed for similar services

- 5 The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services

### **V. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waivers of the MBE/WBE commitment goals of a particular contract are appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

All bidders will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- 1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein, and
- 2) Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit, negotiating with the next lowest bidder, or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

#### **A. Direct/Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate:

- 1 The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when



## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs,
- b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes
  - i. Name, address, email and telephone number of MBE/WBE firms solicited,
  - ii. Date and time of contact,
  - iii. Person contacted,
  - iv. Method of contact (letter, telephone call, facsimile, email, etc )
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes
  - i. Project identification and location,
  - ii. Classification/commodity of work items for which quotations were sought,
  - iii. Date, item, and location for acceptance of subcontractor bids,
  - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful,
  - v. Affirmation that Good Faith Efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals, not imposing any limiting conditions which were not mandatory for all subcontractors, providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date

### OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information
  - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher)
  - b. A listing of all potential subcontractors contacted for a quotation on that work item,
  - c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item
3. Other documentation that demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- a The City's estimate for the work under a specific subcontract,
- b The bidder's own estimate for the work under the subcontract,
- c An average of the bona fide prices quoted for the subcontract,
- d Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm

### **B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder/consultant has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A when the prime consultant seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime consultant may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

### **C. Impracticability**

- 1 If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
- 2 The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices, or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

## **VI. PROCEDURE TO DETERMINE BID COMPLIANCE**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

Goals; and/or 2) a request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC

**Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.**

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated

**A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant**

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1 Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Consultant, and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms> Each Schedule C-1 must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices Each Schedule C-1 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) business days after the date of the bid opening

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal

**B. Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid/proposal All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty

**C. Joint Venture Agreements.**

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/consultant or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section III above In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to (1) contributions of capital and equipment, (2) work responsibilities or other performance to be undertaken by the MBE/WBE, and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

### D. **Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan**

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, consultants are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

## VII. **REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

- A. The Consultant will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The consultant will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the consultant for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received.

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

All monthly confirmations must be reported on or before the 20th day of each month. Consultant and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

- D All subcontract agreements between the consultant and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at <https://chicago.mwdbe.com>

- E The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the consultant's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the consultant's records by any officer or official of the City for any purpose.

- F The consultant shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

### VIII. CHANGES TO COMPLIANCE PLAN

- A No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the consultant's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or consultant to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or consultant must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

- B Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- 1 Unavailability after receipt of reasonable notice to proceed,
- 2 Failure of performance,
- 3 Financial incapacity,
- 4 Refusal by the subcontractor to honor the bid or proposal price or scope,
- 5 Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed,

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- 6 Failure of the subcontractor to meet insurance, licensing, or bonding requirements,
  - 7 The subcontractor's withdrawal of its bid or proposal,
  - 8 Subcontractor provided false information, or
  - 9 De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification)
- C If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows
- 1 The bidder or consultant must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
  - 2 The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
  - 3 Where the bidder or consultant has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section V. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or consultant may substitute with a non-MBE or non-WBE.
  - 4 If a bidder or consultant plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or consultant must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
  - 5 A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or consultant's receipt of City approval for the substitution or other change.
- D The City shall not be required to approve extra payment for escalated costs incurred by the consultant when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

## **IX. NON-COMPLIANCE AND DAMAGES**

- A Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts to comply with MBE or WBE participation requirements, and (2) disqualification as a MBE or WBE of the consultant or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the consultant.
- B Payments due to the Consultant may be withheld until corrective action is taken.
- C Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

- D The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

### X Arbitration

- A In the event a consultant has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the consultant damages suffered by such entity as a result of being underutilized, provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the consultant and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a consultant and a MBE/WBE.

- B An MBE/WBE desiring to arbitrate shall contact the consultant in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the consultant receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone (312) 616-6560, Fax (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA, shall be conducted by the AAA, and held in Chicago, Illinois.

- C All arbitration fees are to be paid *pro rata* by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.

- D The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

### XI Equal Employment Opportunity

**SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or consultant and subcontractor obligations



## ATTACHMENT A – ASSIST AGENCY

**Alliance of Business Leaders & Entrepreneurs (ABLE)**  
150 N. Michigan Ave. Suite 2800  
Chicago, IL 60601  
Phone: (312) 624-7733  
Fax: (312) 624-7734  
Web: [www.ablechicago.com](http://www.ablechicago.com)

**Alliance of Minority and Female Contractors c/o Federation of Women Contractors**  
5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239

**American Brotherhood of Contractors Business Development Center**  
11509 S. Elizabeth  
Chicago, IL 60643  
Phone: (773) 928-2225  
Fax: (773)928-2209  
Web: [www.american-brotherhood.org](http://www.american-brotherhood.org)

**Asian American Institute**  
4753 N. Broadway St. Suite 904  
Chicago, IL 60640  
Phone: (773) 271-0899  
Fax: (773) 271-1982  
Web: [www.aaichicago.org](http://www.aaichicago.org)

**Association of Asian Construction Enterprises**  
333 N. Ogden Avenue  
Chicago, IL 60607  
Phone: (847) 525-9693  
Email: [nakmancorp@aol.com](mailto:nakmancorp@aol.com)

**Black Contractors United**  
400 W. 76th Street, Suite 200  
Chicago, IL 60620  
Phone: (773) 483-4000  
Fax: (773) 483-4150  
Web: [www.blackcontractorsunited.com](http://www.blackcontractorsunited.com)

**Chatham Business Association Small Business Development, Inc.**  
8441 S. Cottage Grove Avenue  
Chicago, IL 60619  
Phone: (773)994-5006  
Fax: (773)994-9871  
Web: [www.cbaworks.org](http://www.cbaworks.org)

**Chicago Area Gay & Lesbian Chamber of Commerce**  
3656 N. Halsted  
Chicago, IL 60613  
Phone: (773) 303-0167  
Fax: (773) 303-0168  
Web: [www.glchamber.org](http://www.glchamber.org)

**Chicago Minority Supplier Development Council, Inc.**  
105 W. Adams, Suite 2300  
Chicago, IL 60603-6233  
Phone: (312) 755-8880  
Fax: (312) 755-8890  
Web: [www.chicagomsgdc.org](http://www.chicagomsgdc.org)

**Chicago Urban League**  
4510 S. Michigan Ave.  
Chicago, IL 60653  
Phone: (773) 285-5800  
Fax: (773) 285-7772  
Web: [www.cul-chicago.org](http://www.cul-chicago.org)

**Cosmopolitan Chamber of Commerce**  
203 N. Wabash, Suite 518  
Chicago, IL 60601  
Phone: (312) 499-0611  
Fax: (312) 332-2688  
Web: [www.cosmochamber.org](http://www.cosmochamber.org)

**Federation of Women Contractors**  
5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239  
Web: [www.fwcchicago.com](http://www.fwcchicago.com)

**Hispanic American Construction Industry Association (HACIA)**  
901 West Jackson Boulevard, Suite 205  
Chicago, IL 60607  
Phone: (312) 666-5910  
Fax: (312) 666-5692  
Web: [www.haciaworks.org](http://www.haciaworks.org)

**Illinois Hispanic Chamber of Commerce**  
855 W. Adams, Suite 100  
Chicago, IL 60607  
Phone: (312) 425-9500  
Fax: (312) 425-9510  
Web: [www.lhccbusiness.net](http://www.lhccbusiness.net)

**Latin American Chamber of Commerce**  
3512 West Fullerton Avenue  
Chicago, IL 60647  
Phone: (773) 252-5211  
Fax: (773) 252-7065  
Web:  
[www.latinamericanchamberofcommerce.com](http://www.latinamericanchamberofcommerce.com)

**National Association of Women Business Owners**  
Chicago Chapter  
230 E. Ohio, Suite 400  
Chicago, IL 60611  
Phone: (312) 224-2605  
Fax: (312) 6448557  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)

**Rainbow/PUSH Coalition**  
International Trade Bureau  
930 E. 50th Street  
Chicago, IL 60615  
Phone: (773) 256-2781  
Fax: (773) 373-4104  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)

**Suburban Minority Contractors Association**  
1250 Grove Ave. Suite 200  
Barrington, IL 60010  
Phone: (847) 852-5010  
Fax: (847) 382-1787  
Web: [www.suburbanblackcontractors.org](http://www.suburbanblackcontractors.org)

**Uptown Center Hull House**  
4520 N. Beacon Street  
Chicago, IL 60640  
Phone: (773) 561-3500  
Fax: (773) 561-3507  
Web: [www.hullhouse.org](http://www.hullhouse.org)

**Women Construction Owners & Executives (WCOE)**  
Chicago Caucus  
308 Circle Avenue  
Forest Park, IL 60130  
Phone: (708) 366-1250  
Fax: (708) 366-5418  
Web: [www.wcoeusa.org](http://www.wcoeusa.org)

**Women's Business Development Center**  
8 South Michigan Ave., Suite 400

Chicago, IL 60603  
Phone: (312) 853-3477  
Fax: (312) 853-0145  
Web: [www.wbdc.org](http://www.wbdc.org)

**Chicago Women in Trades (CWIT)**  
4425 S. Western Blvd.  
Chicago, IL 60609-3032  
Phone: (773) 376-1450  
Fax: (312) 942-0802  
Web: [www.chicagowomenintrades.org](http://www.chicagowomenintrades.org)

**Coalition for United Community Labor Force**  
1253 W. 63rd Street  
Chicago, IL 60636  
Phone: (312) 243-5149

**Illinois Black Chamber of Commerce**  
331 Fulton Street, Suite 530  
Peoria, IL 61602  
Phone: (309) 740-4430  
Fax: (309) 672-1379  
[www.ilbcc.org](http://www.ilbcc.org)

**Englewood Black Chamber of Commerce**  
P.O. Box 21453  
Chicago, IL 60621

**South Shore Chamber, Incorporated**  
Black United Funds Bldg.  
1750 E. 71st Street  
Chicago, IL 60649-2000  
Phone: (773) 955- 9508

**United Neighborhood Organization (UNO)**  
954 W. Washington Blvd., 3rd Floor  
Chicago, IL 60607  
Phone: (312) 432-6301  
Fax: (312) 432-0077  
Web: [www.uno-online.org](http://www.uno-online.org)

**National Organization of Minority Engineers**  
33 West Monroe Suite 1540  
Chicago, Illinois 60603  
Phone: (312) 425-9560  
Fax: (312) 425-9564  
Web: [www.nomeonline.org](http://www.nomeonline.org)

Jan 2012

**ATTACHMENT B**  
**(On Bidder/proposer's Letterhead)**

RETURN RECEIPT REQUESTED

(Date)

Re Specification \_\_\_\_\_  
Description \_\_\_\_\_

(Assist Agency Name and Address)

Dear \_\_\_\_\_

(Bidder/Proposer) \_\_\_\_\_ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due \_\_\_\_\_ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative  
Address/phone

within (10) ten working days of receipt of this letter

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to

Monica Jimenez, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 806  
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_

\_\_\_\_\_  
Sincerely,

## SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I Name of joint venture \_\_\_\_\_  
Address of joint venture \_\_\_\_\_  
Phone number of joint venture \_\_\_\_\_

II Identify each non-MBE/WBE venturer(s)  
Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance \_\_\_\_\_

III Identify each MBE/WBE venturer(s)  
Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance \_\_\_\_\_

IV Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to (1) the contributions of capital and equipment, (2) work items to be performed by the MBE/WBE's own forces, (3) work items to be performed under the supervision of the MBE/WBE venturer, and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI Ownership of the Joint Venture

A What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE ownership percentage(s) \_\_\_\_\_

Non-MBE/WBE ownership percentage(s) \_\_\_\_\_

B Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable)

1 Profit and loss sharing \_\_\_\_\_

2 Capital contributions  
(a) Dollar amounts of initial contribution \_\_\_\_\_

(b) Dollar amounts of anticipated on-going contributions \_\_\_\_\_

3 Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4 Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5 Provide copies of all written agreements between venturers concerning this project

6 Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII Control of and Participation in the Joint Venture Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions (Indicate any limitations to their authority such as dollar limits and co-signatory requirements )

A Joint venture check signing

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B Authority to enter contracts on behalf of the joint venture

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C Signing, co-signing and/or collateralizing loans

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D Acquisition of lines of credit

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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E Acquisition and indemnification of payment and performance bonds

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F Negotiating and signing labor agreements

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G Management of contract performance (Identify by name and firm only)

- 1 Supervision of field operations \_\_\_\_\_
- 2 Major purchases \_\_\_\_\_
- 3 Estimating \_\_\_\_\_
- 4 Engineering \_\_\_\_\_

VIII Financial Controls of joint venture

A Which firm and/or individual will be responsible for keeping the books of account?

---

B Identify the managing partner, if any, and describe the means and measure of their compensation

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C What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

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IX State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture

A Are any proposed joint venture employees currently employed by either venturer?  
 Currently employed by non-MBE/WBE (number) \_\_\_\_ Employed by MBE/WBE \_\_\_\_

B Identify by name and firm the individual who will be responsible for hiring joint venture employees  
 \_\_\_\_\_

C Which venturer will be responsible for the preparation of joint venture payrolls  
 \_\_\_\_\_

X Please state any material facts of additional information pertinent to the control and structure of this joint venture

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The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

**Note** If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime consultant if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)





**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

**SCHEDULE C-1**  
**MBE/WBE Letter of Intent to Perform as a**  
**Subcontractor, Supplier, or Consultant**

Project Name \_\_\_\_\_ Specification No \_\_\_\_\_

From \_\_\_\_\_  
(Name of MBE/WBE Firm)

To \_\_\_\_\_ and the City of Chicago  
(Name of Prime Consultant)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer " 60% participation is credited for the use of a MBE or WBE "regular dealer "

The undersigned is prepared to perform the following services in connection with the above named project/contract If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed Attach additional sheets as necessary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described performance is offered for the following price and described terms of payment

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

\_\_\_\_\_  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

\_\_\_\_\_  
(Name/Title-Please Print)

\_\_\_\_\_  
(Email & Phone Number)



**SCHEDULE D-1**  
**Compliance Plan Regarding MBE/WBE Utilization**  
**Affidavit of Prime Consultant**

**FOR  
 NON-  
 CONSTRUCTION  
 PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE  
 BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name \_\_\_\_\_

Specification No \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of \_\_\_\_\_  
 (Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached)

**I. Direct Participation of MBE/WBE Firms:**

**NOTE:** The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract

A If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract

1. Name of MBE/WBE \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Dollar Value of Participation,  
 \$ \_\_\_\_\_  
 Percentage of Participation %  
 \_\_\_\_\_

2. Name of MBE/WBE \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Dollar Value of Participation,  
 \$ \_\_\_\_\_  
 Percentage of Participation %  
 \_\_\_\_\_

3. Name of MBE/WBE \_\_\_\_\_  
Address \_\_\_\_\_
- Contact Person \_\_\_\_\_
- Phone Number \_\_\_\_\_
- Dollar Value of Participation,  
\$ \_\_\_\_\_
- Percentage of Participation %  
\_\_\_\_\_
4. Name of MBE/WBE \_\_\_\_\_  
Address \_\_\_\_\_
- Contact Person \_\_\_\_\_
- Phone Number \_\_\_\_\_
- Dollar Value of Participation,  
\$ \_\_\_\_\_
- Percentage of Participation %  
\_\_\_\_\_
5. Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Consultant will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract

1. Name of MBE/WBE \_\_\_\_\_  
Address \_\_\_\_\_
- Contact Person \_\_\_\_\_
- Phone Number \_\_\_\_\_
- Dollar Value of Participation,  
\$ \_\_\_\_\_
- Percentage of Participation %  
\_\_\_\_\_
2. Name of MBE/WBE \_\_\_\_\_  
Address \_\_\_\_\_
- Contact Person \_\_\_\_\_
- Phone Number \_\_\_\_\_

Dollar Value of Participation,  
\$ \_\_\_\_\_

Percentage of Participation %  
\_\_\_\_\_

3. Name of MBE/WBE \_\_\_\_\_  
Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

Dollar Value of Participation,  
\$ \_\_\_\_\_

Percentage of Participation %  
\_\_\_\_\_

4. Name of MBE/WBE \_\_\_\_\_  
Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

Dollar Value of Participation,  
\$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

5. Attach Additional Sheets as Needed

**III. Summary of MBE/WBE Proposal**

**A. MBE Proposal (Direct & Indirect)**

1 MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct MBE Participation</b>		

2 MBE Indirect Participation

<b>MBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Indirect MBE Participation</b>		

B. WBE Proposal (Direct & Indirect)

1 WBE Direct Participation

<b>WBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Direct WBE Participation</b>		

2 WBE Indirect Participation

<b>WBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Indirect WBE Participation</b>		

The Prime Consultant designates the following person as its MBE/WBE Liaison Officer:

\_\_\_\_\_  
(Name- Please Print or Type)

\_\_\_\_\_  
(Phone)

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONSULTANT TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Consultant – Print or Type)

State of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

County of \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer

\_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained

IN WITNESS WHEREOF, I hereunto set my hand and seal

\_\_\_\_\_  
(Notary Public Signature)

SEAL

Commission Expires \_\_\_\_\_

## EXHIBIT 4

### ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is:  
<http://webapps.cityofchicago.org/EDSWeb>.



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 30451  
Certificate Printed on: 10/15/2014

Date of This Filing: 04/24/2014 08:52 AM  
Original Filing Date: 04/06/2012 03:28 PM

Disclosing Party: CDW Government LLC  
Filed by: Tara Barbieri

Title: Director Program Sales.

Matter: COMPUTER HARDWARE,  
SOFTWARE, PERIPHERALS AND  
RELATED MAINTENANCE AND  
INSTALLATION SERVICES

Applicant: CDW Government LLC.

Specification #: 105081

Contract #: 29659

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



EXHIBIT 5  
INSURANCE REQUIREMENTS AND  
EVIDENCE OF INSURANCE

1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insured, defense and contractual liability (not to include endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work. Subcontractors performing work or Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work or Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4. Error & Omissions/Professional Liability

When any system technicians, engineers, project managers or electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance (including Technology Errors and Omissions and Cyber Liability) covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000 each claim. Coverage must include performance of or failure to perform professional services such as EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start

of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein, but only to extent that Subcontractor is not covered as an independent contractor under Contractor's policy.

#### 6. Valuable Papers

When any plans, designs, drawings, specifications, media, data, reports, records and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

#### 7. All Risk Property/Installation

All Risk Property/Installation Insurance must be maintained by the Contractor at full replacement cost insuring loss or damage to City property including Department of Innovation Technology applications, system/equipment, computer hardware and software devices, materials, parts and supplies that are part of the project during the course of design, development, installation, replacement, maintenance, or repair and any other property of the project at City or Contractor's site. Coverage must include in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to City property/equipment at full replacement cost or loss to any other City property as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned, used, leased or rented by Contractor.

#### 8. Additional Requirements

Prior to the award of the contract, Selected Respondent(s) must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North La Salle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration or renewal date occurring during the term of this Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must provide for thirty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives except with respect to the Errors & Omissions/Professional Liability insurance .

The coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverage for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements as long as they do not exceed the above requirements.

In addition to these sample insurance requirements, see Delivery Section for insurance required when delivering products to a City of Chicago Facility.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/02/2014

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME</b> PHONE (A/C No Ext) (866) 283-7122      FAX (A/C No) (800) 363-0105		
	<b>E-MAIL ADDRESS</b>		
<b>INSURED</b> CDW Government LLC 230 North Milwaukee Ave Vernon Hills IL 60061 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A Charter Oak Fire Ins Co		25615
	INSURER B Beazley Insurance Company, Inc		37540
	INSURER C Travelers Property Cas Co of America		25674
	INSURER D The Phoenix Insurance Company		25623
	INSURER E New Hampshire Ins Co		23841
INSURER F National Union Fire Ins Co of Pittsburgh		19445	

**COVERAGES**      **CERTIFICATE NUMBER. 570055395498**      **REVISION NUMBER**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			H6605D5309EAPHX14	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-5057054A-14-TEC	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION			CUP5053096A	10/01/2014	10/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 SIR applies per policy terms & conditions
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCO28214716 WC AOS	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000
B	E&O-MPL-Primary			V12FD6140301	10/01/2014	10/01/2015	Prof Liab Agg - All \$5,000,000 SIR \$250,000 Per Claim Limit \$5,000,000 SIR applies per policy terms & conditions

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Chicago is included as an Additional Insured as respects operations and activities of, or on behalf of the Named Insured, performed under contract with or permit from the City of Chicago, with respect to the General Liability and Automobile Liability policies. General Liability policy coverage evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and Automobile Liability policies.

<b>CERTIFICATE HOLDER</b>  City of Chicago Procurement Department 121 N LaSalle St, Suite 806 Chicago IL 60602 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central Inc</i>
---	---

Holder Identifier :

Certificate No 570055395498



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc		NAMED INSURED CDW Government LLC	
POLICY NUMBER See Certificate Number, 570055395498			
CARRIER See Certificate Number: 570055395498	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits

INSR LTR	TYPE OF INSURANCE	ADDE INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
E		N/A		WC028234717 WC - KY NC NH UT VT SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
E		N/A		WC028234718 WC - AZ VA SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
E		N/A		WC028234719 WC - NJ PA SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
F		N/A		WC028234720 WC OR SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
E		N/A		WC028234721 WC IL SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
E		N/A		WC028234722 WC CA SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
E		N/A		WC028234723 WC - MA ND OH WA WI WY SIR applies per policy terms & conditions	10/01/2014	10/01/2015	
E		N/A		WC028234724 WC FL SIR applies per policy terms & conditions	10/01/2014	10/01/2015	



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2014

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Services Central, Inc Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME</b> PHONE (AC No Ext) (866) 283-7322 FAX (AC No) (800) 363-0105	
	<b>E-MAIL ADDRESS</b> PRODUCER CUSTOMER ID # 1027766	
<b>INSURED</b> CDW Government LLC 230 North Milwaukee Ave Vernon Hills IL 60061 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A	Affiliated FM Insurance Co
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

Holder Identifier:

**COVERAGES**      **CERTIFICATE NUMBER** 570055396419      **REVISION NUMBER**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The above listed policy includes \$1M limit-Equipment Installation floater under Policy # EP007. City of Chicago is included as Loss Payee in accordance with the policy provisions of the Property policy as their interest may appear.

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS      DEDUCTIBLES <input type="checkbox"/> BASIC      BUILDING <input type="checkbox"/> BROAD      CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD <input checked="" type="checkbox"/> ALL RISK-Subject to Exclusions <input checked="" type="checkbox"/> \$M B&PP Ded      \$250,000	EP007	10/01/2014	10/01/2015	BUILDING PERSONAL PROPERTY BUSINESS INCOME w/o Extra Expense EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP <input checked="" type="checkbox"/> BLANKET BLDG & PP	\$1,000,000
	<input type="checkbox"/> INLAND MARINE CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	<input type="checkbox"/> CRIME TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER 570055396419

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Valuable Papers coverage is included \$1M limit applies under Policy #EP007

<b>CERTIFICATE HOLDER</b>  City of Chicago Procurement Department 121 N LaSalle St, Suite 806 Chicago IL 60602 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>
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EXHIBIT 6  
BUSINESS ASSOCIATE AGREEMENT

**EXHIBIT 6**

**BUSINESS ASSOCIATE AGREEMENT**

The following terms and conditions are intended to comply with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, which is part of the American Recovery and Reinvestment Act of 2009, and their implementing regulations

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, "HIPAA") See 45 C F R Parts 160 and 164

Specifically, the following terms used in this Business Associate Agreement shall have the same meaning as in HIPAA **Breach, Business Associate, Covered Entity, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.** The term "**Breach**" has the meaning as set forth in HIPAA when capitalized below, but has the ordinary dictionary meaning when not capitalized below For purposes of this Business Associate Agreement, the covered entity is the City of Chicago ("City") and the terms "Protected Health Information" and "PHI" include electronic PHI ("ePHI")

1 Uses and Disclosures of Protected Health Information ("PHI") Business Associate must not use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law Business Associate may only use and disclose PHI obtained from or on behalf of the City as necessary to perform functions, activities, or services for, or on behalf of, the City as specified in the underlying Agreement

If Business Associate is authorized to use PHI to de-identify the information in accordance with 45 C F R § 164 514(a)-(c), Business Associate is not permitted to use or disclose the de-identified information for purposes other than those specified in the underlying Agreement

Business Associate must not use or disclose PHI in a manner that would violate Subpart E of 45 C F R Part 164 if done by the City

Business Associate agrees to make uses and disclosures and requests for PHI subject to the following minimum necessary requirements Business Associate must make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request, Business Associate agrees to make uses and disclosures and requests for PHI subject to minimum necessary provisions that are consistent with the City's minimum necessary policies and procedures

2 Safeguards of Protected Health Information Business Associate must use appropriate safeguards, and comply with Subpart C of 45 C F R Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for in this Business Associate Agreement or the underlying Agreement

3 Mitigation Business Associate must mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach or of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement

4 Reporting of Breaches and Security Incidents Business Associate must report to the City any use or disclosure of PHI not provided for by this Business Associate Agreement or the underlying Agreement of which it becomes aware, including Breaches of unsecured PHI as required at 45 C F R § 164 410, and any security incident of which it becomes aware Business Associate's report will include the information described in 45 C F R § 164 404(c) and such other information as the City may reasonably request

5 Applicability of Business Associate Agreement to Subcontractors and Agents In accordance with 45 C F R §§ 164 502(e)(1)(ii) and 164 308(b)(2), Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information See 45 C F R §§ 164 504(e) and 164 314(a) Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to



September 23, 2013

use appropriate safeguards, and comply with Subpart C of 45 C F R Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for in this Business Associate Agreement or the underlying Agreement

6 Designated Record Sets - Access. If the Business Associate has PHI in a Designated Record Set, then Business Associate must provide access to or make available, at the request of the City, and in the time and manner designated by the City, PHI in a Designated Record Set, to the City or, as directed by City, to an individual or the individual's designee, as necessary to satisfy the City's obligations under 45 C F R § 164 524

7 Designated Record Sets – Amendment(s). If the Business Associate has PHI in a Designated Record Set, then the Business Associate must make any amendment(s) to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 C F R § 164 526 at the request of the City or an individual, in the time and manner designated by the City, or take other measures as necessary to satisfy the City's obligations under 45 C F R § 164 526

8 Internal Practices, Books, and Records. Business Associate must make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the City available to the City, or, at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining compliance with HIPAA

9 Accounting of Disclosures. Business Associate must maintain and make available, to the City or an individual, in the time and manner designated by the City, the information required to provide an accounting of disclosures to the individual as necessary to satisfy the City's obligations under 45 C F R § 164 528

10 Compliance with Obligations. To the extent the Business Associate is to carry out one or more of the City's obligation(s) under Subpart E of 45 C F R Part 164, the Business Associate must comply with the requirements of Subpart E that apply to the City in performance of such obligation(s)

11 Survival, Termination, and Return or Destruction of Protected Health Information. The Business Associate's obligations under this Business Associate Agreement shall survive termination of the underlying Agreement and remain in effect

(a) until Business Associate has completed the return or destruction, at the City's option, of all of the PHI received from the City, or created, maintained, or received by Business Associate on behalf of City, which the Business Associate still maintains in any form, and

(b) to the extent that Business Associate maintains PHI in any form, if such return or destruction is not feasible

Business Associate shall retain no copies of the PHI. Destruction must occur in accordance with the United States Department of Health and Human Services' *Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals*, available at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>, or successor documents

In the event that return or destruction is not feasible, and Business Associate maintains PHI in any form, Business Associate must limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible

In the event of a breach of the terms of these contractual obligations, the cure and remedies of the underlying Agreement shall govern. HIPAA's privacy rule (45 C F R § 164 504(e)(2)) requires that the Business Associate authorizes termination of this Business Associate Agreement by the City, if the City determines that the Business Associate has violated a material term of this Business Associate Agreement

12 Designation of HIPAA Officers. In the event that the Business Associate wishes to communicate with the City's HIPAA Privacy and Security Officers for purposes of this Business Associate Agreement, the contact information of such officers is as follows

Vanessa Burrows  
HIPAA Privacy Officer  
312-747-9698  
[hipaaprivacyofficer@cityofchicago.org](mailto:hipaaprivacyofficer@cityofchicago.org)

Arian McMillan  
HIPAA Security Officer  
312-744-1345  
[hipaasecurityofficer@cityofchicago.org](mailto:hipaasecurityofficer@cityofchicago.org)

EXHIBIT 7  
LIST OF KEY PERSONNEL

Jennifer Lagoni, Executive Account Manager

Meagan McKone, Executive Account Manager

Damian Gonzalez, Account Executive II

Tom Stien, Sales Manager

Jumana DiHu, Program Manager

EXHIBIT 8  
PROTOCOLS FOR ORDERS AND IT ORDER REQUESTS

## EXHIBIT 8

### PROTOCOLS FOR ORDERS AND REQUESTS

#### 8.1. Authorization for Ordering

The Commissioner of each City department will designate the individual(s) from their Finance Unit who will be given the authority to place orders on CDWG's website. The Department of Innovation and Technology will be responsible for providing access to the online catalog for those individuals identified by their departments for ordering from the online catalog.

#### 8.2 Online Catalog

Products specified in Exhibit 1 (excluding services) will be made available on the online catalog. Services will be procured as specified in Exhibit 8, Paragraph 8.4.

Any additions to the catalog will require the approval of the Commissioner of the Department of Innovation and Technology prior to its addition to CDWG's online catalog.

The Authorized Approver, as referenced in Exhibit 1, means the Commissioner of the Department of Innovation and Technology.

#### 8.3 Ordering Process

The protocol for ordering line items from CDWG's catalog is as follows:

- Departments other than the Department of Innovation and Technology will be eligible to order only those items pre-approved for their order by the Commissioner of the Department of Innovation and Technology.
- For orders over \$50,000 – Departments must obtain approval from the Chief Information Officer prior to placing order with CDWG.

No order shall become binding until a Blanket Release is provided to CDWG by the City, consistent with the Agreement.

#### 8.4 Statement of Work

The Department of Innovation and Technology may procure SOW services from CDWG. Statements of work shall be signed by the Chief Information Officer and the Chief Procurement Officer. Departments may utilize SOW services upon obtaining approval from DoIT.

If the SOW Services to be performed under an SOW are to be funded from a fund other than that identified by the number set forth in Section 4.3 of the Agreement, such change in funding must be approved by the Comptroller as well as the Chief Information Officer and the Chief Procurement Officer prior to the issuance of the SOW, and the applicable fund number must be included in the SOW form provided to CDWG.

#### 8.5 Product and Service Offerings

The Department of Innovation and Technology and CDWG will meet quarterly to review the Product and services offerings. Revisions to the Product and services offerings are subject to the "Regulations of the

Department of Procurement Services for Task Order, Order, and Amendment Procedures for Hardware, Software and Technology Services Master Agreements”, incorporated herein by reference, and Exhibit 1, Paragraphs 1.1.19, 1.18 and 1 19.

#### 8.6 Invoice Process

Departments are to assign one receipt number to all invoices from a placed order. All invoices batched under each assigned receipt number will be forwarded to the Comptroller’s Office in accordance with the City’s Centralized Invoicing Process

EXHIBIT 9  
CONTRACTOR PRODUCT RETURN POLICY

## CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing [returns@cdw.com](mailto:returns@cdw.com).

### **1. Return Restrictions.**

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.
- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

## 2. **Customer Shipment of Returned Merchandise.**

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.
- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.



### **3. Merchandise Damaged in Transit.**

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

### **4. Credits**

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

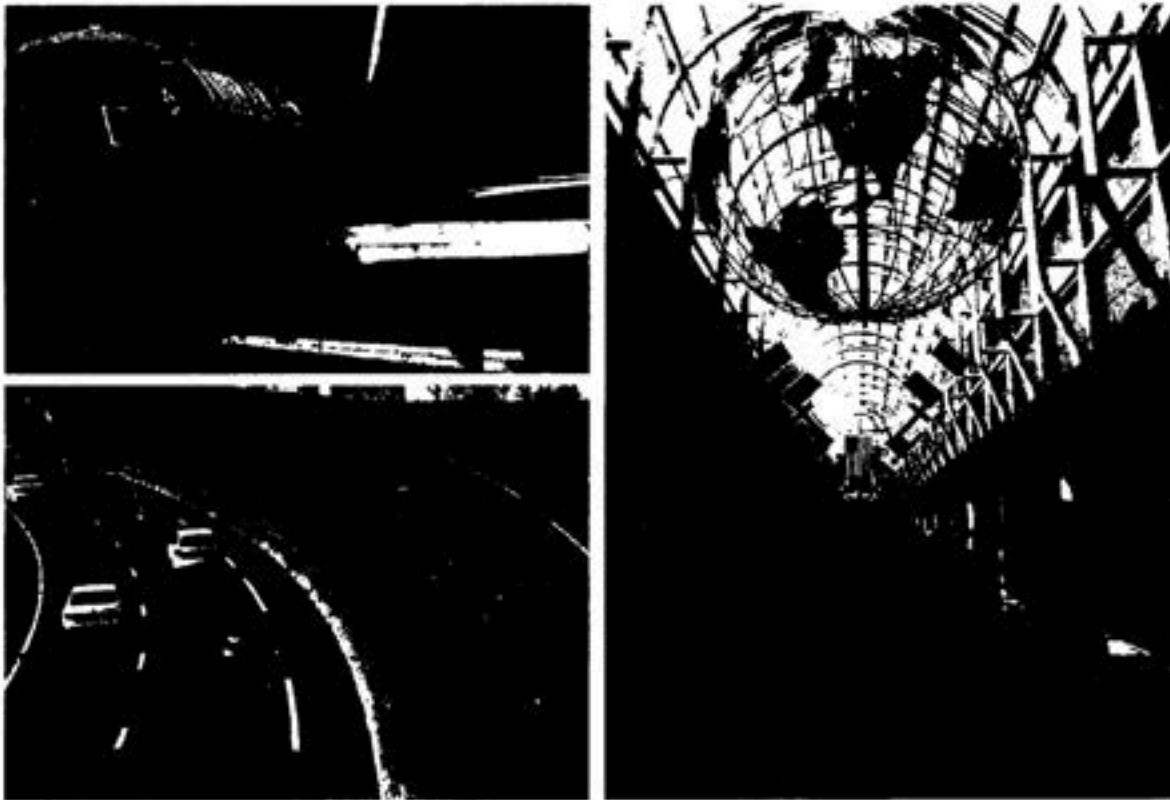
EXHIBIT 10  
TRAVEL GUIDELINES

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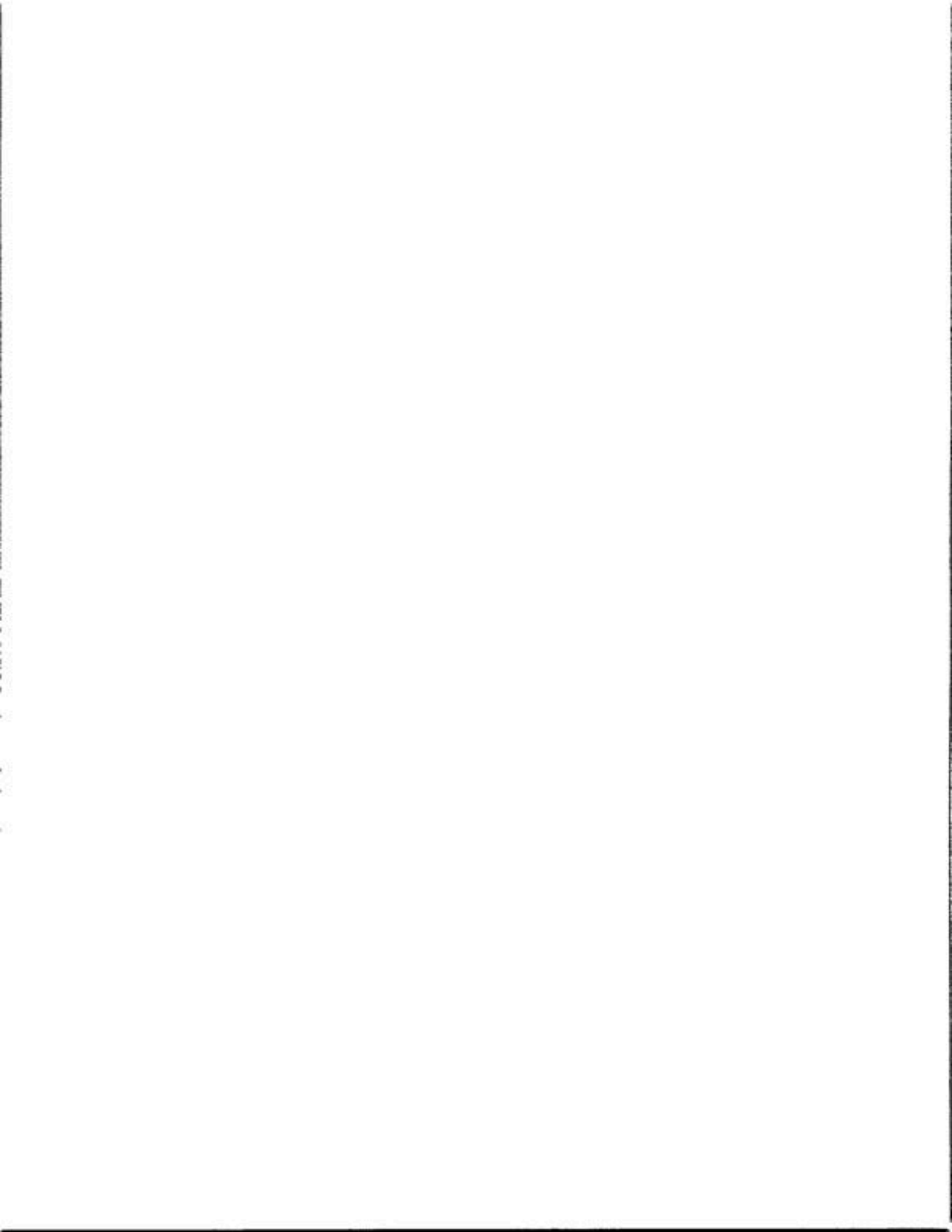
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CITY OF CHICAGO

# TRAVEL GUIDELINES



City of Chicago  
Mayor Rahm Emanuel



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# TRAVEL POLICIES

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and contractors who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget and Management (OBM).

**This policy:**

- Is not intended to cover routine local travel or local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out-of-town travel or travel to Chicago from another city.
- Applies to all City departments, employees and contractors, regardless of funding sources (i.e. grants).
- Requires employees to secure the most economical means of travel, balancing cost, travel time and work requirements.
- Will be strictly enforced. Prior to travel, deviations from these guidelines must be justified in writing and approved by the Budget Director.

The City is not obligated to reimburse any employee, contractor or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical arrangements available at that time.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

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# GENERAL APPROVAL

## GENERAL REQUIREMENTS

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The City recognizes the following activities as appropriate for travel purposes:

- Delivery of legislative testimony.
- As a stipulation or condition of grant funding or otherwise required for state or federal certification.
- Presentation on behalf of the City at a conference or seminar.
- Financial or tax audit.
- Site visits or operational evaluations related to departmental improvement efforts.
- Court proceedings or case preparation.
- Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the City; representation at the event is in the best interest of the City, and the topic is related to an employee's professional development.

## LIMITS ON PARTICIPANTS

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Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees unless otherwise approved by OBM. See page 15 for counties that comprise the Chicago metropolitan area.

## BOARD OF ETHICS PROVISIONS

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The two relevant provisions of the Governmental Ethics Ordinance are §§ 2-156-142(d) (10) and (12). They provide exceptions to the \$50 gift limitations for the following kinds of travel to be paid by a third party, not pursuant to a contract or grant (note: the \$50 gift limitation applies to anything given or offered beyond reasonable business-related travel, for example, golf expenses or little acrylic paperweights):

## GENERAL APPROVAL CONTINUED

- (10) Any material or travel expense for meetings related to a public or governmental educational purpose, provided that any such travel has been approved in advance by the board [of Ethics], and further provided that such travel is reported to the board [of Ethics] within 10 days of completion thereof.
- (12) Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with meetings, public events, appearances or ceremonies related to official city business, if furnished by a sponsor of such meeting or public event, and further provided that such travel and expenses, entertainment, meals or refreshments are reported are to the board [of Ethics] within 10 days of acceptance thereof.

It is the traveler's responsibility to contact the Board of Ethics.

### TRAVEL APPROVAL PROCEDURE

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- All travel arrangements are required to be secured through the City's designated travel management agency Corporate Travel Management Group (CorpTrav).
- Booking for airfare should be accessed through the CorpTrav on-line service, GetThere at [wcp.getthere.net/corptravonline](http://wcp.getthere.net/corptravonline). Phone reservations to 877-448-9868 are allowed when travel arrangements require additional services not available in the on-line booking site. An additional fee is charged when reservations are booked through the phone reservation system.
- All travel outside the Chicago metropolitan area requires approval from OBM. See page 15 for counties that comprise the Chicago metropolitan area.
- A completed Travel Request Form (page 18) and supporting documentation must be approved by the appropriate department head and submitted to OBM as far in advanced as possible, but no later than ten (10) business days prior to the date of travel.



## GENERAL APPROVAL CONTINUED

- Supporting documentation should include:
  - a cover memo from the department head justifying the benefit to the City that will result in the employee attending the conference, meeting, or training, etc.;
  - an agenda;
  - and the CorpTrav travel cost quote.
- The City is not obligated to reimburse employees for travel expenses that do not comply with the travel guidelines, or those not previously approved by OBM.
- If there is a disputed reimbursement, a representative from the Department of Finance will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions to resolve the outstanding amount.
- All expenses incurred while traveling will be charged to Account .0245, unless travel is related to a specific funding source or paid by a third party.
- Travel paid by a third party or employee, must adhere to these Travel Guidelines and the City's Ethic's rules.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

### TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES (U.S )

- All requests for City travel outside the continental U.S. must be submitted to OBM as far in advanced as possible, but no later than fifteen (15) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

# REIMBURSEABLE TRAVEL EXPENSES

## TRANSPORTATION

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- City-owned Vehicles
  - Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not mileage reimbursement. Original receipts must be provided for all expenses.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
- Personal Vehicles
  - Employees may use personal automobiles for business travel within a 300-mile radius of Chicago.
  - Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance mileage reimbursement or applicable Collective Bargaining Agreement, but in no event will the reimbursement exceed the cost of coach airfare.
  - Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.
  - Parking and toll expenses will be reimbursed separately with original receipts.
  - Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.

Refer to the City of Chicago, Department of Fleet and Facility Management vehicle policy for other rules and regulations regarding the use of City-owned and personal vehicles.

- Car Rental
  - Car rental will not be approved for travel within the Chicago metropolitan area. City vehicles administered through

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## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

the Department of Fleet and Facility Management Flex Fleet or ZIP Car programs should be reserved for such travel.

- Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other modes of transportation impractical.
- Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.
- Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.
- Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by OBM.
- Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- Original receipts are required for reimbursement.
- Common Carrier (Air, Train, Bus)
  - Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares.
  - Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.
  - No traveler may select tickets on a specific carrier or airport for any reason while on City business, unless it is the most economical fare.
  - First-class and business upgrades are prohibited.
  - Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City's travel agency will advise.
  - Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.

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## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

- Ground Transportation  
(Taxis, Public Transportation, Livery Service)
  - Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.
  - Shuttle service or public transportation is encouraged.
  - Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form (page 16).
  - Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.
  - Gratuity for ground transportation is the sole responsibility of the traveler.
  - Original receipts are required for reimbursement.



## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

### LODGING

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- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" section of this policy (page 16), exclusive of applicable taxes.
- Employees may stay at higher priced hotels, but will only receive reimbursement up to the maximum daily rate for the applicable city group in the "Rates" section, if a lower priced hotel is available within a reasonable distance.
- The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and if approved by OBM.
- Hotel lodging within the Chicago metropolitan area (page 15) is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement
- Original receipts are required for reimbursement.

### MEALS

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- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" (page 16) section of this policy, as reimbursement for all meals inclusive of tax and gratuity. The per diem allowance is the maximum amount allowed for meals.
- Travelers are only allowed 50% of the per diem allowance on the first and last days of travel and only to the extent of their expenditure.
- Fifty percent (50%) of the per diem rate is allowed for travel that does not require an overnight stay.
- The traveler will only be reimbursed during travel for original itemized receipts submitted not to exceed the per diem allowance.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.

## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

### CONFERENCE REGISTRATION FEES

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- Registration fees should be charged to the department's education and professional development accounts (.0169) unless travel is required under a specific funding source.
- Every effort should be made to take advantage of early registration or group rate discounts.

### ADDITIONAL EXPENSES

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#### Business-Related Expenses

- Business-related expenses incurred while on City travel may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
  - Internet connections
  - Sending or receiving faxes
  - Photocopying
  - Express mail services
- Original receipts must be provided for reimbursement.

#### Laundry

- Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day.
- Original receipts are required for reimbursement.

#### Telephone Calls

- If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
- When possible, employees should avoid surcharges by using cell phones.

## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

- Business calls may be reimbursed at the discretion of the department head.
- Original receipts are required for reimbursement.

### Incidentals

- Reimbursement for incidental expenses will be approved at the discretion of the department head.
- Original receipts are required to reimbursement traveler for incidentals not listed above.

### Travel Expense Advances

- Cash advances are not allowed.

## TRAVEL BY CITY OF CHICAGO CONSULTANTS

Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.

- Travel by non-employees at the invitation of the City must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses within the per diem rate schedule (page 16), not a flat per diem.

## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

### NON-REIMBUREABLE TRAVEL EXPENSES

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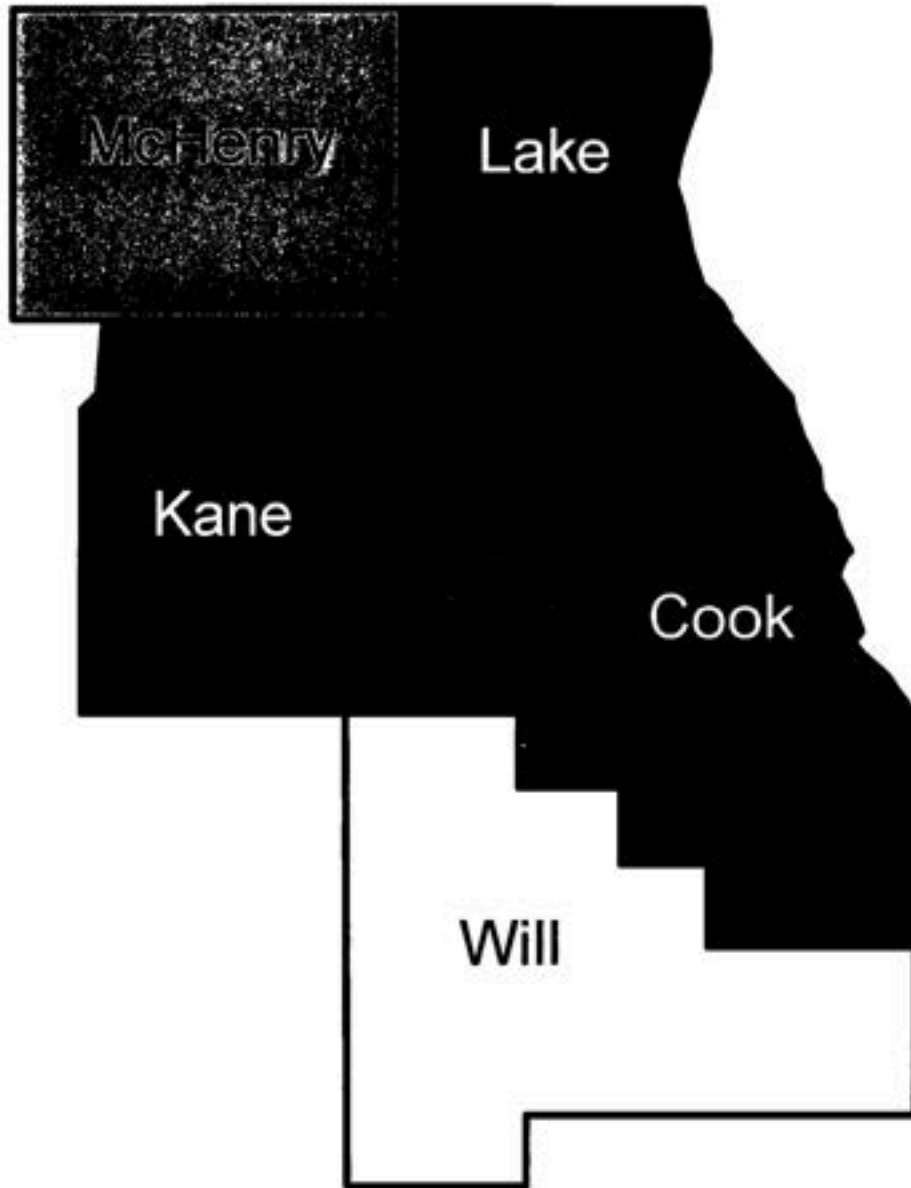
- Non-reimbursable expenses include, but are not limited to, the following:
  - Additional charges for hotel or room upgrades or special "club" floors
  - Alcoholic beverages
  - Airline baggage fees for stays of two nights or less
  - Coat check services
  - Entertainment, including but not limited to in-room movies
  - Late check-out and any guarantee charges
  - Parking or moving violation tickets
  - Personal services (i.e. health club, massage, personal maintenance)
  - Spousal or other family expenses
  - Toiletries
  - Travel accident insurance
  - Other expenses of a purely personal nature and not listed as reimbursable in these guidelines



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CHICAGO METROPLITAN AREA



# TRAVEL REIMBURSEMENT RATES

Reimbursement rates are categorized by relative travel costs associated with certain cities. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.

	GROUP 1 CITIES	GROUP 2 CITIES	GROUP 3 CITIES	GROUP 4 CITIES
	Boston, MA Los Angeles, CA Miami, FL New York, NY & Metro Areas San Francisco, CA Washington, DC & Metro Areas	Atlanta, GA Chicago, IL Baltimore, MD Philadelphia, PA San Jose, CA Seattle, WA White Plains, NY	Cleveland, OH Denver, CO Detroit, MI Indianapolis, IN Las Vegas, NV Madison, WI Memphis, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Springfield, IL** St Louis, MO Tampa, FL Honolulu, HI	Columbus, OH Cleveland, OH Hartford, CT Kansas City, MO Louisville, KY Madison, WI Milwaukee, WI Nashville, TN Pittsburgh, PA
Including parking at point of departure	\$55	\$50	\$40	\$40
AIR: RAIL: PERSONAL CAR**	Coach Economy Economy \$.565/mile	Coach Economy Economy \$.565/mile	Coach Economy Economy \$.565/mile	Coach Economy Economy \$.565/mile
Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement	\$250	\$225	\$150	\$125
Including tax and gratuity	\$65	\$60	\$55	\$50

\* Mileage reimbursement follows the rate as determined by the Internal Revenue Service. 2012 rate is listed. When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group 3.

# TRAVEL REQUEST FORM

Name \_\_\_\_\_ Department \_\_\_\_\_  
 Purpose of Travel \_\_\_\_\_ Bureau/Division \_\_\_\_\_  
 \_\_\_\_\_ Destination \_\_\_\_\_  
 Funding Code \_\_\_\_\_ Departure Day and Date \_\_\_\_\_  
 (If more than one code is used, specify amount per code) Return Day and Date \_\_\_\_\_  
 Third Party Travel  If yes, please provide documentation from the Board of Ethics confirming review

## TRAVEL EXPENSE ESTIMATE

TO BE COMPLETED AND SUBMITTED 10 BUSINESS DAYS PRIOR TO TRAVEL TO THE  
 OFFICE OF BUDGET AND MANAGEMENT ALONG WITH PROPER DOCUMENTATION

Estimated Expense(s) Pick City \_\_\_\_\_

Transportation \$ \_\_\_\_\_

Ground Transportation \$ \_\_\_\_\_

Meals # of days of travel \_\_\_\_\_

1st and last day 1/2 the per diem rate \_\_\_\_\_ days @ \_\_\_\_\_ per day \$ \_\_\_\_\_

Lodging \_\_\_\_\_ nights @ \_\_\_\_\_ per day \$ \_\_\_\_\_

Registration (Acct 0169) \$ \_\_\_\_\_

Other Expenses (please list)

Other \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

CorpTrav Service Fee \$ \_\_\_\_\_

TOTAL ESTIMATE \$ \_\_\_\_\_

I have reviewed this travel request, and find

- The purpose of this trip fulfills an important public objective,
- This trip adheres to the City of Chicago Travel Policy, and
- The purpose of the trip cannot be fulfilled locally

TRAVELER \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

OBM ANALYST \_\_\_\_\_ DATE \_\_\_\_\_

OBM DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CHIEF OF STAFF\* \_\_\_\_\_ DATE \_\_\_\_\_

\* for international travel and non-employees

Please attach approved Request Form to Expense Statement when submitted for reimbursement

# TRAVEL GUIDELINES





## Exhibit 11

### Data Protection Requirements for Contractors, Vendors and Third-Parties

FINAL (4/2/13) with contract specific modifications – per Agreement section 2 5(a)  
contact City before providing this to Software vendors

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity, the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information

#### 1 Information Security Contractor agrees to the following

- 1.1 General Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so
- 1.2 Access to Data In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice
- 1.3 Minimum Standard for Data at Rest and Data in Motion Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation, 800-77, Guide to

IPsec VPNs, or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated

- 1 4 Where Data is to be Stored All data must be stored only on computer systems located in the continental United States
- 1 5 Requirement to Maintain Security Program Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at [http://www.cityofchicago.org/city/en/depts/doit/supp\\_info/initiatives\\_-\\_informationsecurity.html](http://www.cityofchicago.org/city/en/depts/doit/supp_info/initiatives_-_informationsecurity.html) ("City Program") Contractor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of Protected Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information, (iii) protect against unauthorized access to or use of Protected Information, (iv) ensure the proper disposal of Protected Information, and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing
- 1 6 Undertaking by Contractor Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program
- 1 7 Right of Audit by the City of Chicago The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement During the performance of the Services, from time to time and with a minimum of 30 days notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an audit of Contractor's information security program In lieu of an audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program
- 1 8 Audit by Contractor During commercially reasonable intervals, Contractor shall conduct an independent third-party audit of its information security program from time to time and provide such audit findings to the City of Chicago, all at the Contractor's sole expense Findings may be redacted and be subject to confidentiality limitations
- 1 9 Audit Findings Contractor shall implement at its sole expense any reasonable remedial actions as identified by the City as a result of the audit
- 1 10 Demonstrate Compliance - PCI No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard) Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor)
- 1 11 Demonstrate Compliance - HIPAA / HITECH If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City As specified in 1 3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals"
- 1 12 Data Confidentiality Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody
- 1 13 Compliance with All Laws and Regulations Contractor agrees that it will comply with all applicable laws and regulations



- 1 14 Limitation of Access To the extent permitted by law, Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering or (ii) a felony Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above Contractor shall assure that all contracts with subcontractors impose substantially similar obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations
- 1 15 Data Re-Use Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority
- 1 16 Safekeeping and Security Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office
- 1 17 Mandatory Disclosure of Protected Information If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential
- 1 18 Data Breach Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor
- 1 19 Data Sanitization and Safe Disposal All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220 28-M 3-pass specifications Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications
- 1 20 End of Agreement Data Handling The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first